



**VILLAGE COUNCIL AGENDA  
REGULAR MEETING  
226 Cypress Lane, Palm Springs, Florida 33461  
Thursday, February 11, 2021  
6:30 PM**

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*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.*

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- 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 January 14, 2021 Village Council Regular Meeting Minutes  
[1. January 14, 2021 Village Council Regular Meeting Minutes](#)
  - 6.2 Approval of the August 20, 2020 Village Council Meeting Minutes  
[1. August 20, 2020 Village Council Regular Meeting Minutes](#)
  - 6.3 Appointment to the Transportation Planning Agency (TPA) - Citizen Advisory Committee  
[1. Mr. Marc Brunner's Application Is Available Upon Request](#)

- 6.4 Appointment to the General Employees Pension Board of Trustees - 5th Member (Citizen) Trustee

1. Mr. Bruce Gosman's Application is Available Upon Request

- 6.5 Approve Repair and Calibration Services Agreement - Piggyback - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - PC Controls, Inc.

1. Proposed Piggyback Agreement - PC Controls
2. Approval to Piggyback - PC Controls
3. Village of Wellington - Contract Award - PC Controls
4. Village of Wellington - Bid Tabulation
5. Village of Wellington - Bid Response - PC Controls
6. Village of Wellington - Invitation to Bid

- 6.6 Approval of Employee Medical, Dental & Other Benefits (FY 2021 Budget Funded)

1. Employee Benefit Plans - Health & Dental Insurance - Renewal Recommendation - Gehring Group
2. Employee Benefit Plans - Health & Dental Insurance - Timeline - Gehring Group
3. Employee Benefit Plans - Health & Dental Insurance - Notice to Unions of Proposed Employee Benefits - PBA
4. Employee Benefit Plans - Health & Dental Insurance - Notice to Unions of Proposed Employee Benefits - SEIU

- 6.7 Approve Insurance Broker/Consultant Services - Employee Benefits & Insurance – 3rd Addendum (Renewal) – Gehring Group

1. 3rd and Final Addendum to Agreement - Gehring Group
2. Letter to Village to Renew Agent of Record Agreement for Employee Benefits - 3rd one year renewal
3. 2nd Addendum to Agreement - Gehring Group
4. 1st Addendum to Agreement - Gehring Group
5. Agent of Record Agreement - Gehring Group

**END OF CONSENT AGENDA**

**7. PRESENTATIONS**

- 7.1 Recognizing Nathan G. Allen, Jr. for 15 Years of Dedicated Service to the Village of Palm Springs

1. Nathan Allen Jr. Proclamation

- 7.2 Black History Month Proclamation - February 2021

1. Black History Month Proclamation

7.3 Proclamation Crossing Guard Appreciation Day in Palm Springs - February 5, 2021

[1. Proclamation Crossing Guard 2021](#)

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 Ordinance No. 2021-01 - Village of Code Amendment - Chapter 10 - Buildings and Building Regulations (*Second 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](#)

[3. Lake Worth Herald Advertisement for Ordinance No. 2021-01 - January 28, 2021](#)

10. **ACTIONS AND REPORTS**

11. **VILLAGE MANAGER COMMENTS**

12. **VILLAGE COUNCIL COMMENTS**

13. **ADJOURNMENT**

**Next Meeting**

***THURSDAY, MARCH 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 COUNCIL MEETING MINUTES  
226 CYPRESS LANE | PALM SPRINGS | FLORIDA  
33461 JANUARY 14, 2021 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

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**1. CALL TO ORDER**

Mayor Smith called the meeting to order at 6:33 PM

**2. ROLL CALL**

**Council:**

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

Absent:

**Staff Present**

Village Attorney Glen Torcivia, Acting Village Manager Kim Glas-Castro, Village Clerk Kimberly Wynn, Sergeant-at-Arms Tom Ceccarelli, Police Chief, Ronald Eyma Public Service Director, Interim Library Director Jossie Maliska, Parks and Recreation Director Justin Lucas and Assistant Public Service Director Chad Girard.

3. **INVOCATION**

The Acting Village Manager, Mrs. Glas-Castro led in the Invocation.

4. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by the Village Council.

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

The Acting Village Manager, Mrs. Glas-Castro noted that there were no changes, modifications, or deletions to the agenda.

Vice Mayor Waller made a motion to approve the Agenda, seconded by Council Member Brinkman. The motion carries 5-0.

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

- [May 14, 2020 Village Council Regular Meeting](#)

6.2 Approval of Village Council Regular Meeting Minutes of July 9, 2020

- [July 9, 2020 Village Council Regular Meeting Minutes](#)

6.3 Approval of Village Council Emergency Meeting Minutes of November 8, 2020

- [November 8, 2020 Village Council Meeting Minutes](#)

6.4 Approval of November 24, 2020 Village Council Special Meeting Minutes

- [November 24, 2020 Village Council Special Meeting Minutes](#)

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

- [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](#)

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

- 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

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.

- 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 Guidebook
- 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.

- 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

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)

- 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

6.10 Authorize Equipment Purchase – Main Lift Station Piping Repair (LS No. 39) – Public Service Department (FY2021 Budget - Water & Sewer Enterprise Fund)

- 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

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

- Proposed Change Order #1 – Guin Construction
- Contingency Authorization No. 1 - Guin Construction
- Executed Agreement - Guin Construction

6.12 Approve Stormwater Pipe Repair/Lining Agreement - Regal Palms Condominium Association

- 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

## **END OF CONSENT AGENDA**

Mayor Smith offered the public and Council an opportunity to speak on the Consent agenda. There were no public comments.

Mayor Pro Tem Ready made a motion to approve the Consent Agenda, seconded by Council Member Gunther. The motion carries 5-0.

At this time, Mayor Smith introduced Fire Chief, Tracy Adams from Palm Beach County Fire Rescue. Chief Adams gave an update on FY 2020 activity in the district. She stated there were a total of 4,837 total calls in FY 2020. Approximately 79% of the calls were medical calls (3,837), the remaining 21% were fire-related, vehicle accidents, alarms, and hazardous condition type of calls. Chief Adams mentioned that Palm Beach County Commissioner McKinley is presenting a proclamation to Fire Rescue to recognize Fire Prevention Month. Mayor Smith asked Chief Adams if the number of calls (about 5,000), is for this (Fire Station) department, or is the number for Palm Springs. Chief Adams responded that the number is for Palm Springs. Mayor Smith asked how many calls the Palm Springs station ran. Chief Adams said that she would get the numbers for her before the next Council Meeting.

## **7. PRESENTATIONS**

Mayor Smith then proceeded with the Presentations agenda.

Mayor Smith introduced this item. The Christmas Decorating Contest winners that were present one (2) of the fifteen (15), received their certificates and checks. Mr. Johnnie Tieche (305 Winged Foot Road) thanked Council for doing the Holiday Decorating Contest

### **7.1 Presentation - 2020 Christmas Decorating Contest Awards**

- [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](#)

**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.

**1. Johnnie Tieche – 305 Winged Foot Road:** Mr. Tieche thanked the Police Chief for the improved phone system. You no longer must go through multiple prompts to get assistance. Hearing no further comments, Mayor Smith closed the public comment session.

**9. PUBLIC HEARINGS**

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

- 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

Approve as Amended Council Member Brinkman made a motion to approve Resolution No. 2021-01 as amended, seconded by Vice Mayor Waller. The motion carries 5-0.

Mayor Smith introduced this item and asked if there was a statement of advertisement. Village Clerk Wynn stated that this item was advertised in the Lake Worth Herald in December 2020. Mayor Smith asked the Council to disclose if there was any ex parte communication; there was none. Village Clerk swore in the applicants, Richard Cruz, Kyle Cruz agents with Creative Financing and Yvette Louka, Architect with Nader Goubran.

Acting Village Manager, Mrs. Glas-Castro gave the staff's presentation. Ms. Louka gave an overview of her presentation. Mayor Smith offered the Council an opportunity to speak on this item. Council Member Brinkman asked if Condition #24 "Digital Inclusion Infrastructure" was the same thing presented to Council to mount broadband on buildings. Acting Village Manager Glas-Castro advised Council Member Brinkman that she is correct, the condition is now standard

language in all agreements. Council Member Brinkman questioned Condition # 36, regarding the additional security measures. The language for a project this size was unfamiliar to her. Mrs. Glas-Castro explained the reason for the language. Council Member Brinkman expressed her concern with the condition "increased on-site security at the operator's sole expense". If the owner agreed with the language. Council Member Brinkman also wanted to put it on the record that the Digital Inclusion Infrastructure is not required, it is a voluntary request of the Palm Beach County School Board. Vice Mayor Waller asked about access to the exercise pad and play area from different entrances. Ms. Louka explained that there would be access to the exercise, play area, and additional parking on the west side of the development. Two entrances would be available. Council Member Gunther asked if the roadway to the community would be dedicated to the Village. Mrs. Glas-Castro answered the road would be private along with the drainage. Council Member Gunther asked who would be responsible for the maintenance. Mrs. Glas-Castro responded that the Homeowners' Association is responsible. Council Member Gunther stated that he wanted this confirmed for the record. Mayor Smith talked about her parking concerns. Ms. Louka explained that every unit has two parking spaces (one (1) car garage and one (1) car driveway. Parking in the streets is not permitted and will be enforced by the HOA. Mayor Smith asked what happens if there are events such as parties. Ms. Louka stated that there is towing if a car is parked in the street after a certain hour. The decision will be made by the HOA (i.e., President or security). Mayor Smith asked Police Chief Ceccarelli if he agreed with plans as presented for the new development. Chief Ceccarelli said that the specifications were met. She asked if this were the size of our engine (emergency vehicles). Mr. Richard Cruz stated that the price for the homes started at \$350,000. The HOA fees were still being reviewed. Mayor Smith asked if the homeowners are required to do their landscaping. Mr. Cruz advised the HOA fees covered the roads, recreation area and the surrounding fence. Mayor Smith asked if the fence was wood. Mr. Cruz said that the fence type had not been decided. She explained there was a problem with fences being vandalized. Vice Mayor Waller asked where the trash would be placed. Ms. Louka answered that space was reserved in the garage area until pick up day.

Council Member Brinkman talked about her concern with property owners doing their landscaping on minimal land. She recommended a standard contractor to handle landscaping for the development instead. Mayor Pro Tem Ready asked how the bulk trash would be handled. Mr. Cruz answered as a normal pick up (curbside on scheduled days).

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

1. **Johnnie Tieche 305 Winged Foot** - Mr. Tieche stated that the Planning & Zoning Board approved this project under the condition they use a wooden fence when it was heard in December for consideration.

Council Member Brinkman said that she is excited to see this project in the area. Mr. Cruz stated that Code Enforcement has done a tremendous job with improving the area.

Village Attorney Torcivia read the title of the caption with the added condition in the title of the caption.

Council Member Brinkman made a motion to approve Resolution No. 2021-01 as amended, seconded by Vice Mayor Waller. The motion carries 5-0.

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

- [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](#)

Acting Village Manager Glas-Castro summarized this item. Mayor Smith offered the public an opportunity to speak on this item. Village Attorney Torcivia read the title of the caption into the record.

Council Member Gunther made a motion to approve Ordinance No 2021-01 on First Reading, seconded by Mayor Pro Tem Ready. Motion carries 5-0.

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

- [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](#)

Village Clerk Wynn read the statement of the advertisement into the record. Mayor Smith asked the Council to disclose if there was any ex parte communication - there

was none. There were no applicants present to give testimony. Staff presented their presentation at First Reading on December 12, 2020. However, Mrs. Glas-Castro noted the following: the proposed comprehensive plan text amendments had been forward for state and regional agency review, including the Florida Department of Economic Opportunity (DEO) and the Treasure Coast Regional Planning Council (TCRPC). There were no review comments issued by any agency.

Mayor Smith offered the public an opportunity to speak on Ordinance No. 2020-17. There were no public comments. Village Attorney Torcivia read the title of the caption into the record.

Vice Mayor Waller made a motion to approve Ordinance No. 2020-17 on final reading, seconded by Council Member Brinkman. There was a roll call vote as follows: Vice Mayor Waller –Yes, Mayor Pro Tem Ready – Yes, Council Member Gunther - Yes, Council Member Brinkman - Yes, and Mayor Smith –Yes. The motion carries 5-0.

#### 9.4 Ordinance No. 2020-16 - Village Code Amendment - Chapter 34 - Gulfstream Road Overlay (*Second Reading*)

- [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](#)

Village Clerk Wynn read the statement of advertisement into the record. Mrs. Glas-Castro said that staff gave their presentation at First Reading on the December 12, 2020 Council Meeting. Mayor Smith offered the public an opportunity to speak on Ordinance No. 2020-16. There were no public comments. Village Attorney Torcivia read the title of the caption into the record.

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

#### 10. **ACTIONS AND REPORTS**

There were no Actions and Reports.

#### 11. **VILLAGE MANAGER COMMENTS**

Acting Village Manager, Mrs. Glas-Castro, reminded the Village Council there is a meeting with Palm Beach County Commissioners to talk about the expansion of Kirk

Road. She invited Interim Library Director, Ms. Maliska, to speak on the VITA (tax preparation) and AARP services at the Library.

Ms. Maliska informed the Council that VITA and AARP services would begin early in February. However, due to the pandemic, there are extra precautions taken (social distancing, etc.). She updated the Council on several additional events scheduled at the Library in February and discussed the possibility of opening one (1) or two (2) late nights during the week.

Acting Village Manager Mrs. Glas-Castro asked Mr. Eyma to provide the Village Council with an update on the Alameda sidewalk issue. Mr. Eyma explained that staff worked to remove the stains left by cars parked on the newly installed sidewalks along Alameda. Chemicals were ineffective; the Village would try sandblasting. Council asked Chief Ceccarelli about enforcing parking. Chief Ceccarelli explained that staff is working on a transitioned process to handle.

## **12. VILLAGE COUNCIL COMMENTS**

The Village Council commented on the Kirk Road expansion project. Mayor Smith talked about her participation in a Mayors Call. She recommended that the Village develop a similar program with neighboring cities to discuss issues that impacted their communities. The Village Attorney, Mr. Torcivia, informed the Council they were in negotiations with Palm Beach Fire Rescue for a lease agreement [230 Cypress Lane, Palm Springs, 33461].

Assistant Village Manager Glas-Castro told the Council that Body Worn Cameras (BWC) should be on the February 13, 2021 Village Council Meeting. Mr. Lucas informed Council that Watch-a-Truck special event is on February 13, 2021 from 10:00 AM – 1:00 PM.

## **13. ADJOURNMENT**

Hearing no further business Mayor Smith adjourned the meeting at 7:40 PM.

**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 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.

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 **January 14, 2021** Which minutes were formally approved and adopted by the Village Council on **February 11, 2021.**

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Kimberly M. Wynn, Village Clerk

ATTEST:

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Bev Smith, Mayor



**VILLAGE COUNCIL MEETING MINUTES**  
**PARTICIPANTS CAN USE THEIR TELEPHONE**  
**OR COMPUTER MIC & SPEAKERS (VOIP).**  
**PHONE +1 (213) 929-4212 ACCESS CODE # 296-343-927**  
**[HTTPS://ATTENDEE.GOTOWEBINAR.COM/REGISTER/1211999772934343693](https://attendeegotowebinar.com/register/1211999772934343693)**  
**WEBINAR ID: 968-695-363**  
**AUGUST 20, 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

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**1. CALL TO ORDER**

Mayor Bev Smith called the Regular Council Meeting to order at 6:53 PM.

**2. ROLL CALL:**

**Council:**

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

Absent:

**Staff Present:**

Village Attorney Glen Torcivia, Village Manager Richard Reade, Village Clerk Kimberly Wynn, Planning, Zoning & Building Director, Kim Glas-Castro, Finance Director, Rebecca Morse, Sergeant-at-Arms Tom Ceccarelli, Police Chief, Ronald Eyma Public Service Director, Assistant Public Service Director Chad Girard, Library Director Suvi Manner, Senior Administrative Manager, Ashley Saingilus, Director of Parks and Recreation Justin Lucas, Assistant Police Chief, Robert Perez, Customer Relations Supervisor, Jancy Bravo and Library Services Administrative Assistant, Jossie Maliska

**3. INVOCATION**

Village Manager Reade led the Invocation.

**4. PLEDGE OF ALLEGIANCE**

Vice Mayor Waller led the Pledge of Allegiance.

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

Village Manager Reade noted that there was a correction to Item 6.1., Approval of Minutes. It reported that the Village Manager gave the Pledge of Allegiance instead of Mayor Smith. The COVID Policy was provided and uploaded to the website for the Public. Finally, he requested that the Utility Rate Study be added to his Village Manager Report and do a presentation for the five-year utility rate study. Mayor Smith asked if Mr. Smith (Consultant) would provide the presentation; should it be moved up? Mayor Asked that the Utility Rate Study be moved to Item 7.2 under the Presentations Agenda.

Vice Mayor Waller made a motion to approve the Consent Agenda, seconded by Council Member Gunther. There was a roll call vote as follows: Vice Mayor Waller - Yes, Mayor Pro Tem Ready - Yes, Council Member Brinkman - Yes, Council Member Gunther - Yes and 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**

[May 14, 2020 - Local Planning Agency Agenda Meeting Minutes](#)  
[August 7, 2020 - Village Council Special Meeting Minutes](#)

**6.2 Approve Property Improvement Program (PIP) Matching Grant Awards - 334 Springdale Circle and 802 Springdale Circle**

[Property Improvement Grant Agreement - 334 Springdale Circle](#)  
[334 Springdale Circle - Before and After Photos](#)  
[Property Improvement Grant Agreement - 802 Springdale Circle](#)  
[802 Springdale Circle - Before and After Photos](#)

**6.3 Approve Foreclosure Registration Process Agreement - Best Interest Acquisition - Community Champions Corporation & Property Registration Champions (PROCHAMPS)**

[Proposed Agreement - Property Registration Champions \(PROCHAMPS\) Foreclosure Registration Summary from PROCHAMPS](#)

Sec. 58-11. Best Interest Acquisition - Purchasing  
Code Sole Source Letter - PROCHAMPS  
Village Code - Sec. 58-11 Best Interest Acquisitions

6.4 Authorize Uniform Contract - Piggyback - Public Service Department (FY 2020 Budget Funded) – UniFirst Corporation  
Proposed Agreement - Unifirst Corporation  
Sourcewell (NJPA) - Contract Award - UniFirst  
Corporation Sourcewell (NJPA) - Invitation to Bid  
Sourcewell (NJPA) - Bid Pricing - UniFirst Corporation

6.5 Approve Roadway Asphalt Milling & Resurfacing Contract - 1st Amendment - (Piggyback - Renewal) - Public Service Department - Public Works (FY 2020 Budget Funded) - Ranger Construction Industries  
Proposed Amendment No. 1 to Agreement - Ranger Construction Industries Village of Palm Springs - Agreement for Milling and Resurfacing - Ranger Construction Industries  
Approval to Piggyback - Ranger Construction Industries  
Palm Beach County - Executed Amendment No. 2 (Contract Renewal) - Ranger Construction Industries  
Palm Beach County - Executed Amendment No. 1 (Contract Renewal) - Ranger Construction Industries  
Palm Beach County - Executed Agreement - Ranger Construction Industries

6.6 Approve Work Authorization No. 2 - Roadway Asphalt Milling & Resurfacing - Piggyback - Public Service Department (FY 2020 Budget Funded) - Ranger Construction Industries  
Project Work Authorization No. 2 - Road Milling & Resurfacing - Ranger Construction industries  
Map - Proposed Roadway Segments to be Milled & Paved - FY 2020  
Village of Palm Springs - Proposed Amendment No. 1 to Agreement - Ranger Construction Industries

6.7 Approve Canal 11 Road Improvements Phase II Reconciliation (Closeout & Change Order #3) (Task Order #206) - Public Service Department (FY 2020 Budget Funded - General Fund) - DP Development, LLC  
Proposed Change Order No. 3 - DP Development  
Change Order No. 2 - DP Development Change  
Order No. 1 - DP Development Executed  
Agreement - DP Development

6.8 Approve Change Order No. 3 - Miller Road Drainage Improvements (Task Order No.

213) - Public Service Department (FY 2020 Budget Funded - Stormwater Enterprise Fund) - TCLM Enterprises, Inc.

[Proposed Change Order No. 3 - TCLM Enterprises](#)

[Change Order No. 2 - TCLM Enterprises Change](#)

[Order No. 1 - TCLM Enterprises Executed](#)

[Agreement - TCLM Enterprises](#)

6.9 Authorize Sodium Hexametaphosphate Purchase Contract - Piggyback - Public Service Department (FY 2020 Budget Funded) – Carus Corporation.

[Proposed Agreement - Carus Corporation](#)

[Approval to Piggyback - Carus Corporation](#)

[Palm Beach County - Change Order No. 1 \(Renewal\)](#)

[Palm Beach County - Contract Award](#)

[Palm Beach County - Bid Tabulation](#)

[Palm Beach County - Carus Corporation Bid Response](#)

[Palm Beach County - Invitation to Bid](#)

6.10 Authorize Emergency Purchase – Springdale Boulevard Sewer Force Main Repair – Public Service Department (FY2020 Budget - Water & Sewer Enterprise Fund)

[Emergency Request to Repair Sewer Pipe - Springdale Boulevard - Invoice #20-0015-02 - Hinterland Group](#)

[Hinterland Group Tanker Hours Breakdown](#)

[Executed Village of Palm Springs Agreement -Hinterland Group](#)

[Village of Palm Springs Agreement - Contract Unit Prices - Hinterland Group](#)

[Village Code - Section 58-12 - Emergency Purchases](#)

6.11 Authorize Emergency Purchase – Florida Mango Sewer Force Main Repair – Public Service Department (FY2020 Budget - Water & Sewer Enterprise Fund)

[Emergency Request to Repair Sewer Pipe - Florida Mango Road - Invoice #20-0015-03F - Hinterland Group](#)

[Executed Village of Palm Springs Agreement - Hinterland Group](#)

[Village of Palm Springs Agreement - Contract Unit Prices - Hinterland](#)

[Group Village Code - Section 58-12 - Emergency Purchases](#)

6.12 Approve Firm Rankings & Authorize Agreement for Professional Services - RFP No. 2020R- 002 – Impact Fee Study (FY2020 Budget Funded)

[Proposed Agreement for Professional Services - Impact Fee Study Exhibit "A" - RFP # 2020R-002 Proposal by Tindale Oliver](#)

[Village of Palm Springs - Request for Proposals \(RFP\) Impact Fee Study - RFP 2020R-002](#)

[Selection Committee Recommendation - Final](#)

[Selection Committee Recommendation - Shortlist](#)

[Impact Fee Study RFP Evaluation Committee Scoring Recommendation](#)

[Memo June 12, 2020 - E-Bid Responses](#)

[Impact Fee Study - RFP # 2020R-002 - Evaluation Committee Members](#)

6.13 Approve PBC Law Enforcement Agencies Combined Operational Assistance and Voluntary Cooperation Agreement (Renewal) - Palm Beach County Mutual Aid Agreement

[Proposed PBC Law Enforcement Agencies Combined Operation Assistance and Voluntary Cooperation Mutual Aid Agreement](#)

**END OF CONSENT AGENDA**

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

**7. PRESENTATIONS**

7.1 Ensuring Access to Quality Distance Learning Opportunities for All - School District, County and Village of Palm Springs partnership to provide access to Internet [Ensuring Access to Quality Wi-Fi Access - Village of Palm Springs Presentation Village of Palm Springs Wi-Fi Project Fact Sheet V2](#)  
[Map of Students Receiving Free and Reduced Lunch in the Village of Palm Springs that Need Internet Service](#)

7.2 Utility Rate Study (*ADDENDUM*)

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

Mayor Smith opened the meeting up for Public Comment on Agenda and Non-Agenda items. There were no comments.

## 9. PUBLIC HEARINGS

- 9.1 Resolution No. 2020-06 - Site Plan (SPR20-03) and Four (4) Waivers - 3922 Park Lane (*Quasi-Judicial Hearing*) [Continued from May 14, 2020 meeting]  
[Proposed Resolution No. 2020-06 - Site Plan & Four \(4\) Waivers](#)  
[Exhibit "A" - Staff Report and Conditions of Approval](#)  
[Agent's Letter Outlining Revisions Made in Response to Village Council Direction Site Plan, Landscape Plan, Architectural Plans, Civil Plans and Letters](#)  
[Project Narrative and Justification Statement](#)  
[Colored Site Plan and Building Elevations and Renderings](#)  
[Legal Description](#)  
[Aerial Map and Location Map](#)  
[Applicant Presentation - 3392 Park Lane Townhouses](#)

Mayor Smith asked if there was any ex parte communication, there was none. Council Member Brinkman disclosed that she had no additional ex parte aside from the communication she spoke about in the first meeting (April 23rd). The applicant, Mr. Cory Cross was sworn in by the Village Clerk. The Village Manager read staff's presentation into the record. Mr. Cross explained that a financial analyst did a project estimation. The Analyst reviewed the project, and determined the project was not financially feasible at eight units (8). The project was just almost feasible at nine (9) units, barely not quite breaking even. Mr. Cross said that they decided to move forward with the project to make use of the site. They believe that the value of the property will increase, and the property will be financially feasible. Thus, they reduced the project by one unit instead of two (2) as requested by Council. The lowered the mass of the building and lowered it by four (4) to make the units a little wider, eliminate the third floor. He described the modifications made to the site plan to keep everything small-scale as possible and maintain a residential look within the limitations. Mr. Cross stated that they would provide a space for the wi-fi radios (PBC School Board Digital Divide Project) and donate.

Mayor Smith opened the meeting up for discussion and comments.

Vice Mayor Waller expressed her concerns with the density of the unit (with the reduced 9-units) is too much for the area. Council Member Brinkman supports the project, she understands it must be financially feasible; however, is concerned with the aesthetics (color of the building). The paint color is the same as the art building across the street from the development. Mayor Pro Tem Ready discussed security in

the area. He wanted to know if the Village Police would be contacted for problems in the area, or, the owners of the property since it is a rental. Mr. Cross responded that a 24/7 on-site manager would be in the development to address security concerns. Council Member Gunther said that he supported the project; however, he had a concern about the developer selling the units. He wants the units to remain rental units and not become investment property. Council Member Gunther asked that if the units become separate owned individually, can language be included in the site plan approval. The Village Attorney, Mr. Torcivia clarified if Council Member Gunther wanted language that incorporated that state the units could never be owned (individually), they could only be rentals. Council Member Gunther responded that this is the language he wanted. He justified his reason for the language is because of current parking problems throughout the Village. Mrs. Glas-Castro pointed out that Condition #21 in the Site Plan addressed parking issues.

Mayor Smith advised that she did not support the project in the first meeting. She talked about a two (2)-car limit that was discussed in the previous meeting. Mayor Smith said that the Village had several infill lots, and they were not all going to be the same. The Village Attorney said that the language in Condition #21 was the most appropriate. The Village cannot restrict the developer from ever selling the property. Mayor Smith asked Mrs. Glas-Castro if she located the language about the number of cars in the Site Plan. Mrs. Glas-Castro said that the condition is in the Parking Management Plan which is part of their site plan package and within their lease agreements.

Vice Mayor Waller asked if the broadband facilities needed to be included in the 6 conditions. Mrs. Glas-Castro stated that we can add it as a standard condition of approval for commercial properties. She gave them some verbiage to consider. Vice Mayor Waller asked Mr. Cross if he had considered changing the colors of the development. Mr. Cross said that he did not have a problem changing the color or color combination of the building. The Council and Mr. Cross ensued in a discussion about prospective colors.

Mayor Smith asked the Village Clerk, Ms. Wynn, if there were any public comments. There were no public comments presented.

The Village Attorney read the title of caption for Resolution No. 2020-06 into the record.

Council Member Gunther made a motion to approve Resolution No. 2020-06, seconded by Council Member Brinkman. There was a roll call vote Vice Mayor Waller

- Yes, Mayor Pro Tem Ready - Yes, Council Member Brinkman - Yes, Council Member Gunther -Yes, Mayor Smith - Yes. The motion carries 5-0.

9.2 Ordinance No. 2020- 28 - Village Code Amendment - Chapter 2 - Administration  
[Proposed Ordinance No. 2020-28 - Amendment to Chapter 2 Administration](#)

Village Manager Reade read staff's presentation into the record. Mayor Smith opened the meeting for Council and public discussion. 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. 2020-28 on First Reading, seconded by Vice Mayor Waller. There was a roll call vote: Vice Mayor Waller - Yes, Mayor Pro Tem Ready - Yes, Council Member Brinkman - Yes, Council Member Gunther - Yes, Mayor Smith - Yes. The motion carries 5-0.

9.3 Resolution No. 2020-27 - COVID-19 Utility Customer Payment Policy  
[Proposed Resolution No.2020-27 - COVID-19 Utility Customer Payment Policy](#)  
[UPDATED](#)  
[Proposed COVID-19 Policy Final](#)

Village Manager Reade read staff's report into the record. He introduced Ms. Jancy Bravo, Customer Utilities Supervisor, and Mr. Ron Eyma, Director of Public Service to answer questions. Mayor Smith offered the Council an opportunity to comment on this item.

Mayor Pro Tem Ready asked the number of residents eligible for service shut-offs as of last month. Ms. Bravo answered there were 334 customers. Council Member Brinkman suggested changes to the Ordinances [Resolution] and one (1) to the policy. She stated that the current language talks about customers subject to disconnection from March 2020 - September 30, 2020. She proposed language to include language that include utility customers who become subject to service disconnection from October 1, 2020, through the end of December 31, 2020. Council Member Brinkman stated her reason for the request is that residents will begin to feel the impact of the reduced \$600 unemployment payment (COVID-19 benefit). Within the policy, Council Member Brinkman talked about the vehicle of communication used to communicate the policy. She requested that "or" be removed to include door hangers for residents. Mayor Smith paraphrased Council Member Brinkman's recommendation for clarification.

Village Manager Reade explained that the customer would pay 15% of their outstanding balance, then the balance will be place on a payment plan. An installment plan with up to six (6) equal payments (monthly) is set up for customers to pay their past due balance. Village Manager Reade informed Council that time restraints may limit staff from notifying customers with all suggested methods. Mr. Eyma advised that staff needs to have the flexibility of communication methods to reach out to customers. Additional discussion ensued among the Council and Village Manager about the utility shut-off policy. Council Member Gunther inquired if there was a process to qualify for CARES Act funding.

Ms. Bravo explained that the program is needs-based. The Village has pamphlets translated in Spanish for customers. Council Member Gunther asked if pamphlets could be included with utility bills. Ms. Bravo informed them that a message was printed on the bills for two consecutive months. Mayor Pro Tem Ready asked if CARE funding was one month or multiple months. Ms. Bravo clarified that you can only apply one time; however, the funding covered multiple months.

It was the consensus of the Council to extend the Utility Shut-Off program through December 31, 2020. The Council requested that the wording be changed to include customers effected as of October 1st through December 31st; leave the "or" in the caption.

Mayor Smith opened the meeting to public comments. There were no public comments. Village Attorney Torcivia read the title of the caption into the record.

Council Member Brinkman made a motion to approve Resolution No. 2020-27 as amended, seconded by Vice Mayor Waller. There was a roll call vote: Vice Mayor Waller - Yes, Mayor Pro Tem Ready - Yes, Council Member Brinkman - Yes, Council Member Gunther - Yes, Mayor Smith - Yes. The motion carries 5-0.

## **10. ACTIONS AND REPORTS**

### **10.1 DISCUSSION OF CITY MANAGER EVALUATION**

Vice Mayor Waller thinks he is doing good. She said her only complaint is his timeliness. Vice Mayor Waller stated that the Village Manager Reade requested that a clause be added to his contract that a supermajority is required to terminate a Village Manager. She stated that other municipalities like Lake Park and Greenacres have supermajority in their contracts. Vice Mayor Waller was not sure if this clause could just be added, or if an ordinance was required. Village Attorney Torcivia explained that he would have to research how this is done. Mayor Smith explained that the Village Attorney can research and get back to the Village Council. Vice Mayor Waller explained there was a concern about the supermajority vote. Mayor Pro Tem Ready advised the Village Manager to take more vacation time. He needs to give responsibility to staff to get projects completed on time so he can get them to Council. Other than those improvements, he gave him a score of 43. Council

Member Brinkman said she had similar comments as Mayor Pro Tem Ready - as the Village Manager, he cannot do it all. She concurred with the Vice Mayor, and asked that the supermajority vote and salary be reviewed. She did not think that it was fair to have only (3) Council Members vote to let a Village Manager go after discussion at the end of an agenda. Council Member Brinkman said that job stability was more of a concern than salary.

Council Member Gunther echoed Council Brinkman's comments. The Village Manager needs to take more time off and enjoy family. The Village Manager is doing a good job, and the community appreciate him.

Mayor Smith talked about and the Village Manager's ability to balance. She discussed some of his accomplishments:

- Eight (8) consecutive years of decreased millage rate
- 2.CDBG grant funding (recently, the Village received \$500,000 in the past year)
- Although there was a problem with our technology (Cyber-hijack) it resulted in a more efficient IT department
- LED light bulbs replacement
- Addresses problems quickly (i.e., COVID)
- Implementing the Back-to-School Program
- CRA, Transportation Mobility Plan

Council Member Brinkman stated that because of COVID she was thinking that he should receive what Village employees receive (5%). Vice Mayor Waller stated that

he should receive at least 5%. Village Manager Reade is the leader, she suggested 7%. Mayor Pro Tem Ready asked about a city-vehicle instead of a car allowance. Village Manager Reade stated that he was not interested in a city-vehicle.

It was the consensus of the Council that Village Manager Reade must take more time off to enjoy family and he should receive a 7% increase.

Vice Mayor Waller made a motion to increase Village Manager Reade's salary 7 percent (effective as of his contract date) and investigate the supermajority (to terminate) in his contract, seconded by Council Member Gunther. There was a roll call vote: Vice Mayor Waller - yes, Mayor Pro Tem Ready - Yes, Council Member Brinkman - Yes, Council Member Gunther - Yes, Mayor Smith - Yes. The motion carries 5-0.

#### **11. VILLAGE MANAGER COMMENTS**

The Village Manager thanked the Council for their comments. Village Manager Reade talked about the storms that were in the area and how staff was preparing. He talked about the Back-2-School program. Mr. Lucas said they expect 30-40 employee members to participate.

#### **12. VILLAGE COUNCIL**

Vice Mayor Waller commented on the moved bench at Frost Lake. She talked about the wildlife that is in the area making it difficult to walk around. Council Member Brinkman wished everyone a happy holiday weekend. Council Member Gunther thanked staff for the budget and the Village Manager for his commitment. Mayor Smith thanked staff especially the police department for the body cams. Mayor Pro Tem Ready gave an update of his daily activities with the Village. Mayor Smith is impressed with how staff has handled the COVID pandemic.

#### **13. ADJOURNMENT**

Hearing no further business Mayor Smith adjourned the meeting at 9:15 PM

**Next Meeting**

***THURSDAY, SEPTEMBER 10, 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 3 business days prior to the meeting to request such assistance.

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.

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 **August 20, 2021**. Which minutes were formally approved and adopted by the Village Council on **February 11, 2021**.

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Kimberly M. Wynn, Village Clerk

ATTEST:

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Bev Smith, Mayor



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 11, 2021

**DEPARTMENT:** Administration

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**ITEM 6.3:** Appointment to the Transportation Planning Agency (TPA) - Citizen Advisory Committee

**SUMMARY:**

The Citizens Advisory Committee (CAC) is responsible for providing the Palm Beach Transportation Planning Agency (TPA) Board with a “citizen’s eye” view of ongoing transportation issues in Palm Beach County.

Currently, the Village provides a recommendation for a citizen to serve on the CAC and there is a vacancy on the CAC due to the expiration of Mr. Marc Brunner's term (appointed by the Council on March 8, 2018 and served on the CAC since April 19, 2018).

Mr. Brunner has expressed interest in continuing to serve and has been a valuable member of the CAC to the TPA Board. If appointed by the Village Council and the TPA Board, Mr. Brunner would serve a three (3) year term (expiring on April 19, 2024).

Council Member Joni Brinkman serves as the Council’s appointment to the TPA Board and is requesting Council support in nominating Mr. Brunner to continue serving on the CAC.

Note: Mr. Brunner's letter of interest is available upon request in the the Clerk's office.

If the proposed re-appointment is approved, there would not be any Village CAC member vacancies.

**FISCAL IMPACT:**

The proposed re-appointment does not have a fiscal impact to the Village.

**ATTACHMENTS:**

Mr. Marc Brunner's Application Is Available Upon Request

**A copy of the Applicant's  
application is on file in the Village  
Clerk's Office.**



**Available  
Upon  
Request**



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 11, 2021

**DEPARTMENT:** Administration

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**ITEM 6.4:** Appointment to the General Employees Pension Board of Trustees - 5th Member (Citizen) Trustee

**SUMMARY:**

Currently, there are two (2) vacancies on the General Employees' Pension Board of Trustees, due to the resignation of Mariana Ortega-Sanchez (appointed as a Employee Member Trustee in November 2018) and the resignation of Tina Henderson, [appointed as a 5th Member Trustee (or Citizen Member) in November 2018].

Mr. Bruce Gosman has expressed an interest in serving as a Citizen Member. If approved, Mr. Gosman would serve a four (4) year term (expiring on February 11, 2025).

Note: The Village Council recently approved Ordinance No. 2020-27, which provides that the 5th Member Trustee to be either a resident or person engaged in business within the Village. This appointment would require approval by the Village Council and would provide preference to those candidates who maintain significant educational or experiential qualifications in the field of pension, tax, finance or other closely related field.

If the proposed appointment is approved, there would be one (1) Regular Employee Member Trustee vacancy on the General Employees' Pension Board of Trustees.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

Mr. Bruce Gosman's Application is Available Upon Request

**A copy of the Applicant's  
application is on file in the Village  
Clerk's Office.**



**Available  
Upon  
Request**



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 11, 2021

**DEPARTMENT:** Public Service

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**ITEM 6.5:** Approve Repair and Calibration Services Agreement - Piggyback - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - PC Controls, Inc.

**SUMMARY:**

The Public Service department has a continuing need for a vendor to assist with the repair and calibration of water plant flow meters and related devices (i.e., water treatment control panels, lift station electrical issues, water plant pump motors, etc.).

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Village of Wellington contract awarded to PC Controls, Inc. This selection by the Village of Wellington was completed through a competitive selection process - Utility Instrument Calibration Services (ITB# 202035 - December 8, 2020).

The proposed price provided is as follows:

| Description                                                                                          | Unit | Cost    |
|------------------------------------------------------------------------------------------------------|------|---------|
| Instrumentation calibration, maintenance troubleshooting and replacement. Normal working hours       | HR   | \$63.00 |
| Instrumentation calibration, maintenance troubleshooting and replacement. After normal working hours | HR   | \$93.00 |
| Cost of material mark-up for profit                                                                  | %    | 2%      |

If approved, the Village would accept PC Controls, Inc.'s pricing by piggybacking the Village of Wellington's contract including all terms, conditions and pricing therein. The term of the proposed contract would expire on December 8, 2023 and may be renewed for two (2) additional one (1) year periods. 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 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 Agreement was prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, the Assistant Public Service Director/Engineer, the Utilities Superintendent and the Finance Director.

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

**FISCAL IMPACT:**

Funding to support purchases under this proposed agreement is available within the FY 2021 Budget - Water & Sewer Enterprise Fund.

| <b><u>Allocated/Estimated Services Funding:</u></b> | <b><u>Amount</u></b> |
|-----------------------------------------------------|----------------------|
| FY 2021 Approved Budget - Water & Sewer Fund        | \$40,000.00          |

| <b><u>Expected Services Cost:</u></b>      | <b><u>Amount</u></b> |
|--------------------------------------------|----------------------|
| Purchase Request/Cost - Water & Sewer Fund | \$40,000.00          |

Funding to support purchases under this proposed agreement is available within the FY 2021 - Water & Sewer Enterprise 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 Piggyback Agreement - PC Controls  
Approval to Piggyback - PC Controls  
Village of Wellington - Contract Award - PC Controls  
Village of Wellington - Bid Tabulation  
Village of Wellington - Bid Response - PC Controls  
Village of Wellington - Invitation to Bid

## **AGREEMENT FOR UTILITY INSTRUMENT CALIBRATION SERVICES**

This Agreement for Utility Instrument Calibration services ("Agreement" hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 **P.C. Controls, Inc.**, 132 NE 30th Street, Wilton Manors, FL 33334, 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 services for the VILLAGE; and,

WHEREAS, the Village of Wellington, a Florida municipal corporation, through its competitive selection process awarded the contract Invitation to Bid (ITB) #202035 Utility Instrument Calibration Services ("Wellington Contract" hereafter) to the CONTRACTOR for utility instrument calibration services which include 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 utility instrument calibration services based on the pricing and terms and conditions of the Wellington Contract; and,

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Wellington Contract. The Wellington Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the Village of Wellington under the Wellington Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Wellington Contract and pricing therein, the CONTRACTOR shall perform utility instrument calibration services as requested by the VILLAGE. If requested by the VILLAGE, 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.

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. Wellington Contract (including the ITB, Contractor's 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 Wellington 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 Wellington 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 Wellington 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 Wellington Contract term, as extended by the Village of Wellington, which shall expire on January 14, 2021. This Contract may be renewed by the Village Council if the underlying Contract is renewed as set forth in the Wellington 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](mailto: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 CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the

CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

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 Wellington 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 30<sup>th</sup> of each calendar year. The VILLAGE cannot authorize work beyond September 30<sup>th</sup> 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 Utility Instrument Calibration Services 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

CONTRACTOR: P.C. CONTROLS, INC.

By: \_\_\_\_\_

Print Name: Jerry E. Scaggs

Title: VP / Administrator

[Corporate Seal]



STATE OF Florida  
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 3 day of February 2021, by

Jerry Scaggs

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

Karina Lopez  
(Print, type, or stamp commissioned name of Notary public)



KARINA M. LOPEZ  
Commission # HH 046228  
Expires September 24, 2024  
Bonded Thru Budget Notary Services

Personally Known    OR Produced Identification   X    
Type of Identification Produced: FDL

8200-425-66-582-0





P.C. Controls Inc  
132 NE 30<sup>th</sup> Street, Wilton Manors, FL 33334  
Phone: (954) 568-9663 Fax: (954) 563-0919  
E-mail: pccontrolsinc@bellsouth.net

Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

January 19, 2021

Attn: Paul Ward

RE: Authorization Letter

---

To whom it may Concern:

This letter is to indicate that P.C. Controls, Inc. is authorizing the Village of Palm Springs to use the terms of our contract with the Village of Wellington, based on ITB #202035 Utility Instrument Calibration Services, for our services. The contract is currently in effect for the period beginning December 8, 2020 through December 7, 2023. Our services and rates per the contract are provided to the Village of Palm Springs and is applicable for the services and material provided to them.

P.C. Controls, Inc may provide proposals to you at your request. These proposals will be for material only as labor rates are defined in the contract and will not be provided on any proposals, proposals requested with labor, unless that work is SPECIFIED "outside of the contract", will be billed complete per the proposal.

If there are any questions regarding this approval or any matter related to it please feel free to contact us at the number seen above in our letterhead.

---

Sincerely

Norman "Paul:" Conaway  
P.C. Controls Inc

**Council**

Anne Gerwig, Mayor  
Tanya Siskind, Vice Mayor  
John T. McGovern, Councilman  
Michael Drahos, Councilman  
Michael J. Napoleone, Councilman

**Manager**

Paul Schofield

December 9, 2020

## **NOTICE OF AWARD**

Pursuant to Wellington, notice is provided as follows:

Reference –

**INVITATION TO BID (ITB) #202035 Utility Instrument Calibration Services**

On December 8, 2020, Wellington awarded the referenced contract to the following:

**P.C. Controls, Inc.**



## Legislation Details (With Text)

|                       |                                                                                             |                      |                                                                    |
|-----------------------|---------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------------------|
| <b>File #:</b>        | 20-3786                                                                                     | <b>Name:</b>         | AUTHORIZATION TO AWARD A CONTRACT FOR UTILITY CALIBRATION SERVICES |
| <b>Type:</b>          | Purchasing/Contract                                                                         | <b>In control:</b>   | Village Council                                                    |
| <b>On agenda:</b>     | 12/8/2020                                                                                   | <b>Final action:</b> |                                                                    |
| <b>Title:</b>         | AUTHORIZATION TO AWARD A CONTRACT FOR UTILITY CALIBRATION SERVICES                          |                      |                                                                    |
| <b>Code sections:</b> |                                                                                             |                      |                                                                    |
| <b>Attachments:</b>   | 1. 1. PC CONTROLS, INC.-SUBMITTAL, 2. 2. CHECKLIST & BID TABULATION, 3. 3. Notice of Intent |                      |                                                                    |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

### ITEM: AUTHORIZATION TO AWARD A CONTRACT FOR UTILITY CALIBRATION SERVICES

**REQUEST:** Authorization to award a contract to P.C. Controls, Inc. for utility calibration services in the amount of approximately \$75,000.00 annually.

**EXPLANATION:** The Utility Department is seeking authorization to award a utility calibration services contract to P.C. Controls, Inc.

The Utility department will utilize PC Controls for annual calibration and certification of electronic instruments for the Water Reclamation Plant, Water Treatment Plant, Water Supply Wells, Remote Water Booster Stations and Reclaimed Water Pump Stations. These devices are critical to system operations and are the source of data for the Supervisory Control and Data Acquisition Systems (SCADA) that operate the facilities. The calibration process consists of determining the accuracy of each instrument and making adjustments to bring it into compliance with the manufacturers stated accuracy. This process also helps ensure regulatory compliance. The Utility Department has approximately 200 instruments that should be calibrated and certified annually. The work is beyond the expertise of the existing Utility staff and therefore requires outsourcing.

On September 6, 2020, Wellington released ITB #202035, seeking qualified vendors to provide such services on Demandstar. The solicitation was also advertised in the Palm Beach Post and posted on Wellington's website. On September 30, 2020, two (2) proposals were received.

| Vendor              | Cost/Hour-during regular work times | Cost/Hour-during other work times | Mark Up Rate for profit, overhead, etc. |
|---------------------|-------------------------------------|-----------------------------------|-----------------------------------------|
| P.C. Controls, Inc. | \$63.00                             | \$93.00                           | 2%                                      |
| Trescal, Inc.       | \$145.00                            | \$290.00                          | 25%                                     |

Staff is recommending award of contract to P.C. Controls, Inc., the lowest, responsive, responsible bidder, for the utility calibration services in the amount of approximately \$75,000.00 annually.

The initial term of the contract is for three (3) years from the date of award with the option to renew for two (2) additional one (1) year periods.

**BUDGET AMENDMENT REQUIRED:** NO

**PUBLIC HEARING:** NO                      **QUASI-JUDICIAL:**

**FIRST READING:**                      **SECOND READING:**

**LEGAL SUFFICIENCY:** YES

**FISCAL IMPACT:** Funds for this project are available in the Utilities Operating Budget.

**WELLINGTON FUNDAMENTAL:** Responsive Government

**RECOMMENDATION:** Authorization to award a contract to P.C. Controls, Inc. for utility calibration services in the amount of approximately \$75,000.00 annually.

**UTILITY INSTRUMENT CALIBRATION SERVICES**

|                                                             |                                                              |                      |
|-------------------------------------------------------------|--------------------------------------------------------------|----------------------|
|                                                             | *Offers from the vendors listed herein are the only offers   |                      |
| BID OPENING DATE: September 30, 2020                        | received timely as of the above receiving date and time.     |                      |
| BID OPENING TIME: 11:30 AM (local time)                     | All other offers submitted in response to this solicitation, |                      |
| ITB #202035                                                 | if any, are hereby rejected as late"                         |                      |
| <b>VENDOR</b>                                               | <b>PC Controls, Inc.</b>                                     | <b>Trescal, Inc.</b> |
| 1. Bid submittal-one (1) original and one (!) PDF (CD) Copy | YES                                                          | YES                  |
| 2. Bid Cover Page                                           | YES                                                          | YES                  |
| 3. Acknowledgement of Addendums (if any)                    | YES                                                          | NO                   |
| 4. Bid Submittal                                            | YES                                                          | YES                  |
| 5. Schedule of Value                                        | YES                                                          | YES                  |
| 6. Questionnaire                                            | YES                                                          | YES                  |
| 7. Drug Free Workplace                                      | YES                                                          | YES                  |
| 8. Sworn Statement under Section 287.133(3) (a)             | YES                                                          | YES                  |
| 9. Certification Pursuant to Florida Statue § 215.4725      | YES                                                          | YES                  |
| 10. Wellington Local Preference Affidavit                   | NON-LOCAL                                                    | NON-LOCAL            |
| 11. Conflict of Interest                                    | YES                                                          | YES                  |
| 12. Non-Collusion Affidavit                                 | YES                                                          | YES                  |
| 13. Insurance Certificates                                  | YES                                                          | YES                  |
| 14. Copy of Appropriate Licenses                            | NO                                                           | NO                   |

|                                                                                                                 |                 |             |                            |                     |                      |                      |
|-----------------------------------------------------------------------------------------------------------------|-----------------|-------------|----------------------------|---------------------|----------------------|----------------------|
| <b>BID TABULATION</b>                                                                                           |                 |             |                            |                     |                      |                      |
| <b>BID NO: 202035</b>                                                                                           |                 |             |                            |                     |                      |                      |
| <b>UTILITY INSTRUMENT CALIBRATION SERVICES</b>                                                                  |                 |             |                            |                     |                      |                      |
|                                                                                                                 |                 |             | <b>P.C. CONTROLS, INC.</b> |                     | <b>TRESCAL, INC.</b> |                      |
| <b>Description</b>                                                                                              | <b>Quantity</b> | <b>Unit</b> | <b>Unit Price</b>          | <b>Sub Total</b>    | <b>Unit Price</b>    | <b>Sub Total</b>     |
| Instrumentation calibration, maintenance, troubleshooting and replacement services: Cost per                    | 500.00          | HR          | \$ 63.00                   | \$ 31,500.00        | \$ 145.00            | \$ 72,500.00         |
| Instrumentation calibration, maintenance, troubleshooting and replacement services: Cost per                    | 100.00          | HR          | \$ 93.00                   | \$ 9,300.00         | \$ 290.00            | \$ 29,000.00         |
| <b>Grand Total</b>                                                                                              |                 |             |                            | <b>\$ 40,800.00</b> |                      | <b>\$ 101,500.00</b> |
| <b>Mark-up %</b>                                                                                                |                 |             |                            |                     |                      |                      |
| Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 - \$4,400) | 1.00            | %           | 2%                         |                     | 25%                  |                      |



**Invitation to Bid  
Utility Instrument Calibration Services  
ITM #202035**

***Prepared by***  
***P. C. CONTROLS, INC.***  
132 NE 30<sup>th</sup> Street  
Wilton Manors, FL 33334

Jerry E Scaggs  
954 568-9663

*Submitted for your consideration 9/30/2020*

# BID COVER PAGE

|                                                                                                                |  |                                                                                                                                                |                                                                             |
|----------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b>SUBMIT BIDS TO:</b><br>Wellington<br>Attn: Clerk's Office<br>12300 Forest Hill Blvd<br>Wellington, FL 33414 |  | <b>REFER ALL INQUIRIES TO PRIMARY CONTACT:</b><br>Purchasing Division<br>12300 Forest Hill Blvd<br>Wellington, FL 33414<br>Phone: 561-791-4154 | <b>Wellington</b><br><h1>INVITATION TO BID</h1><br><b>COMMODITY/SERVICE</b> |
| <b>BID TITLE:</b><br>Utility Instrument Calibration Services                                                   |  | <b>BID NO:</b><br>202035                                                                                                                       |                                                                             |

|                                                                                                                                                                                                    |                                                    |                                                                 |             |               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------------|-------------|---------------|
| <b>NAME OF FIRM, ENTITY, or ORGANIZATION:</b>                                                                                                                                                      |                                                    |                                                                 |             |               |
| PC Controls Inc                                                                                                                                                                                    |                                                    |                                                                 |             |               |
| <b>NAME OF CONTACT PERSON</b>                                                                                                                                                                      | <b>VENDOR MAILING ADDRESS:</b>                     | <b>CITY:</b>                                                    | <b>ZIP:</b> | <b>STATE:</b> |
| Jerry E. Scaggs                                                                                                                                                                                    | 132 NE 30th St.                                    | Wilton Manors                                                   | 33334       | FL            |
| <b>TITLE</b>                                                                                                                                                                                       | <b>VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):</b> | <b>CITY:</b>                                                    | <b>ZIP:</b> | <b>STATE:</b> |
| VP Administrator                                                                                                                                                                                   | Same                                               |                                                                 |             |               |
| <b>PHONE NUMBER:</b>                                                                                                                                                                               |                                                    | <b>FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):</b>            |             |               |
| 954 568-9663                                                                                                                                                                                       |                                                    | 65-0789111                                                      |             |               |
| <b>EMAIL ADDRESS:</b>                                                                                                                                                                              |                                                    | <b>STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)</b> |             |               |
| pccontrolsinc@bellsouth.net                                                                                                                                                                        |                                                    |                                                                 |             |               |
| <b>FAX NUMBER:</b>                                                                                                                                                                                 |                                                    |                                                                 |             |               |
| 954 563-0919                                                                                                                                                                                       |                                                    |                                                                 |             |               |
| <b>ORGANIZATIONAL STRUCTURE (Please Check One):</b>                                                                                                                                                |                                                    |                                                                 |             |               |
| Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> |                                                    |                                                                 |             |               |
| If Corporation, please provide the following:                                                                                                                                                      |                                                    |                                                                 |             |               |
| (A) Date of Incorporation:                                                                                                                                                                         |                                                    | (B) State or Country of Incorporation:                          |             |               |
| 10 / 17 / 97                                                                                                                                                                                       |                                                    | FL                                                              |             |               |
| Month / Day / Year                                                                                                                                                                                 |                                                    |                                                                 |             |               |



P.C. Controls Inc  
132 NE 30<sup>th</sup> Street, Wilton Manors, FL 33334  
Phone: (954) 568-9663 Fax: (954) 563-0919  
E-mail: pccontrolsinc@bellsouth.net

Village of Wellington  
12300 W Forest Hill Blvd  
Wellington, FL 33414

September 25, 2020

Attn: Purchasing Department

RE: ITB-202035 – Addendum 1

---

**Acknowledgement**

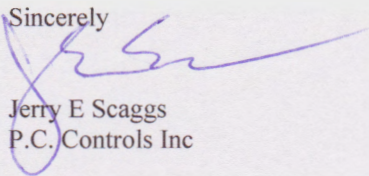
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To whom this may concern,

We have received, reviewed and understand contract term to be for 3 years with the possibility of being extended for an additional year, twice.

---

Sincerely



Jerry E Scaggs  
P.C. Controls Inc

## BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

P.C. Controls Inc

(Vendor)

agrees to provide material for the Utility Instrument Calibration Services in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

[Signature]

Contractor's Signature

Dated this 25 day of September, 2020

(Month)

(Year)



P.C. Controls Inc  
132 NE 30<sup>th</sup> Street, Wilton Manors, FL 33334  
Phone: (954) 568-9663 Fax: (954) 563-0919  
E-mail: pccontrolsinc@bellsouth.net

Village of Wellington  
12300 W Forest Hill Blvd  
Wellington, FL 33414

September 25, 2020

Attn: Purchasing Department

RE: ITB-202035 – Scope and qualifications.

## **PROPOSAL**

---

To whom this may concern,

We are pleased to submit our proposal for "Utility Instrument Calibration services". This proposal is provided per the scope of work detailed in ITB# 202035 dated 9/6/2020. It is understood that this bid is for a contract period of three (3) years and renewable for two (2) additional one (1) year terms with approved modifications if any.

### **Scope of services**

PC Controls Inc (PCCI) is capable of providing you the customer (CITY) with quality utility instrument calibration services for the Village of Wellington. We feel that we are able to state this based on past service provided to both the water and wastewater facilities and the familiarity with your equipment based on that past service. PCCI can provide calibration and other related services to all types, makes and models of Flowmeters, Pressure transmitters, Process Control Instrumentation including remote terminals and all data transmitting devices used in the these processes at HR-WTP, PGA-WWTP, Well fields and other offsite locations (identified collectively as UTILITY in this proposal from this point forward.

Calibrations will be conducted and documented as needed during normal operations of UTILITY on an ongoing basis. Formally documented calibrations (Certifications) will be conducted as per site maintenance requirements and to satisfy obligations to monitoring agencies such as South Florida Water Management (SFWM) or DEP. Copies of certification documents are attached and made part of this document, these are approved documents from these agencies. This alone does not ensure that UTILITY is working properly and can institute and Flow Meter Accounting Method that monitors Influent and Effluent equipment (WTP primarily) to verify that water coming into UTILITY equals the amount of water going out. Performing this check can reveal the possibility of a problem before it has a chance to develop into something much larger.

In the event any equipment needs to be repaired or replaced and all efforts have been used to correct the situation. Any repairs that need to be made that involves removing CITY owned equipment from UTILITY will be sent to manufacturers for repair using all due caution. Repair costs will be passed on to CITY at markup to cover any handling of such equipment. Equipment needing replaced in the event no CITY stock is available to use as a replacement will be provided at markup. Equipment replaced will be replaced with new equipment equaling or surpassing the equipment being replaced. Equipment that could be provided by an alternate manufacturer to the original equipment, due either to obsolescence or cost savings will meet or exceed original equipment specifications and will only be acquired with UTILITY approval. All related documentation will be provided to UTILITY.

PCC offers to CITY our services to UTILITY with a 24 hours emergency "On- Call" service. PCCI will provide these services at rates and markup as seen on attached "Rates and Fees" as well as those detailed in

the provided table included in the ITB Page 20 which is attached and part of this proposal and remain in effect for the contract period. PCCI also warrants its work for services provided in the following manner. Equipment – PCCI provides that all equipment it installs is warranted by the manufacturer and ensures that said equipment is repaired accordingly for CITY. Any installation performed by PCCI in which the manufacturers' equipment is not the result of a failure, and only if PCCI was responsible for the failure, labor costs resulting from the corrective action will not be charged.

### **Qualifications**

PCCI is a service-oriented company working primarily in the Water and Wastewater industry in Florida and has been providing services to these customers since 1997. PCCI has vast knowledge of all types of instrumentation, including Flow, Pressure, Level and other Process instrumentation and equipment used in the industry. Our experience comes from all phases of work – Installation, Maintenance, Repairs and Calibrations.

PCCI uses test equipment/instrumentation and technology that is considered among the best in the industry for providing these services. All equipment is maintained at or above manufacturers' specification and calibration equipment used to certify the accuracy of CITY equipment is itself certified and meets or exceeds NIST standards. Certifications for test equipment are maintained and available at CITY requests. MSDS for industry standards (pH, Conductivity et al) are available at CITY requests.

From Flowmeters to Level transmitters to recording devices like Chart Recorder or Totalizers, from a stand-alone application to a complete loop including remote operation, PCCI should be your first call. PCCI not only will be able to satisfy any instrumentation needs but can also work on many other industry equipment needs including valve actuators, pump controls, VFD's and others to many to mention.

We calibrate and certify equipment and provide documentation of the calibrations that will meet CITY or other regulatory agencies specific needs. PCCI uses equipment that either meets or exceeds NIST standards to provide the most accurate calibrations. PCCI provides proof of calibration with both a sticker, with the date of calibration on equipment, and a "certificate" kept on file for a minimum of 3 years. PCCI helps you keep your equipment in compliance by notification when calibrations are due and schedule them within any needed timeframe.

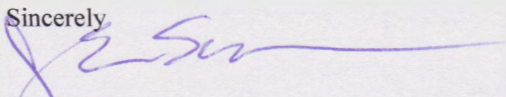
PC Controls Inc is not a manufacturer's distributor so it is not obligated to provide CITY with a solution from a single line of product but will provide a solution that best fits UTILITY needs and budget. PCCI is a local business to Broward County Florida and operates under Broward County License 329-0031043 but have worked with customers all over Florida. This along with all information collected in the ITB and other associated proposal documents should clarify any questions regarding the firm's ability and eligibility to perform services for CITY.

In addition PCCI agrees to subject to any required background check. Proof of Insurance coverage is provided and attached to satisfy the requirements of CITY. PCCI does not carry Worker's Compensation and is not required to do so according to Florida Law.

Mark-up: PCCI uses only a mark-up of 1.2. This markup is applied to the cost of any purchases or repairs made on behalf of or for CITY. Under no circumstances will a markup greater than the stated previously be used. PCCI discounts from manufacturers and distributors often provide pricing less than list even after markup is applied.

---

Sincerely,



Jerry E Scaggs  
P.C. Controls Inc

# SCHEDULE OF VALUES

| Description                                                                                                                                                               | Est. Hours  | Cost/Hour    | Extended Cost |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|---------------|
| Instrumentation calibration, maintenance, troubleshooting and replacement services: Cost per hour for work completed during regular work times, M-F, 7:00 a.m. -4:00 p.m. | 500         | \$ 63.00     | \$ 31,500.00  |
| Instrumentation calibration, maintenance, troubleshooting and replacement services: Cost per hour for work completed during all other times other than above              | 100         | \$ 93.00     | \$ 9,300.00   |
| <b>Total</b>                                                                                                                                                              |             | \$ 156.00    | \$ 40,800.00  |
|                                                                                                                                                                           | Mark-up %   |              |               |
| Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 = \$4,400.00)                                                        | 1. <u>2</u> | ex. 1,000.00 | 1,200.00      |
| <b>Note: The estimated hours are only used for bid evaluation purposes. All work will be paid for actual time worked.</b>                                                 |             |              |               |



P.C. Controls Inc  
132 NE 30<sup>th</sup> Street, Wilton Manors, FL 33334  
Phone: (954) 568-9663 Fax: (954) 563-0919  
E-mail: pccontrolsinc@bellsouth.net

Village of Wellington  
12300 W Forest Hill Blvd  
Wellington, FL 33414

September 25, 2020

Attn: Purchasing Department

RE: Rates and Fees – ITB-202035

---

These rates are reflective of PC Controls contracted rates and are lower than rates that will go in effect for all customers not under contract effective 1/1/21.

Labor rate hours are defined as either 7 am – 4 pm or outside of that timeframe as defined in ITB-202035.

|        |                                                                     |                 |
|--------|---------------------------------------------------------------------|-----------------|
| Rates: | Lead Technician                                                     | \$ 63.00 / hour |
|        | Technician 2                                                        | \$ 32.00 / hour |
|        | Emergency Call / After Hours<br>(Non-programming / outside 7am–4pm) | \$ 90.00 / hour |

Note: Please be aware that PC Controls charges and minimum of 3 hours on all service calls.

|                        |                       |                 |
|------------------------|-----------------------|-----------------|
| Certification<br>Fees: | All Transmitter Types | \$ 49.00 / each |
|------------------------|-----------------------|-----------------|

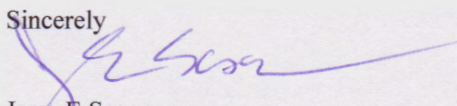
Travel Time: Technician rate will be charged both ways (portal to portal).

Fuel Surcharge: \$15.00 / per visit (Palm Beach County)  
*Note: this fee was suspended October 2015 and will be reinstated only if fuel costs increase to unacceptable levels.*

Thank you for the opportunity to provide you with information regarding our company and we look forward to working with you in the future. Please feel free to contact us when we can be of any further assistance.

---

Sincerely



Jerry E. Scaggs  
P.C. Controls Inc

## QUESTIONNAIRE

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

1. How many years has your organization been in business? 23 years
2. What is the last project of this nature that you have completed?  
Ongoing daily work schedule, including existing contracts with the  
City of Pompano Beach and Plantation
3. Have you ever failed to complete work awarded to you? If so, where and why? NO
4. Name three individuals or corporations for which you have performed work and to which you refer:  

|                       |                                        |              |                |
|-----------------------|----------------------------------------|--------------|----------------|
| City of Pompano Beach | 1205 NE State Pompano Beach            | 954 801 6694 | phyllis @ COPB |
| Name                  | Address                                | Phone        | Email          |
| City of Pompano Beach | 100 W. Dania Beach Blvd, Pompano Beach | 954 687 6605 | Nestor         |
| Name                  | Address                                | Phone        | Email          |
| D. Burgess            | 224 Cypress Lane, Palm Springs         | 861 655 4282 | D. Burgess     |
| Name                  | Address                                | Phone        | Email          |
5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

| Name of Project          | Owner         | Total Contract Value | Contracted Date of Completion | % of Completion to Date |
|--------------------------|---------------|----------------------|-------------------------------|-------------------------|
| City of Pompano Beach    | Phil Hager    |                      |                               | Ongoing                 |
| Pompano Beach Repair     | Phil Hager    |                      |                               | 8-25-21                 |
| Plantation, Cal + Repair | Victor Pedler |                      |                               | 7-21                    |

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? yes
7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

| Subcontractor | Work to be Performed |
|---------------|----------------------|
| <u>NO</u>     |                      |
|               |                      |
|               |                      |

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

| Equipment Type                 | Equipment Type          |
|--------------------------------|-------------------------|
| Fuji PortaFlow Time Transit    | Emerson 475 (Hot)       |
| Fulke 717 Pressure 1630 & 6300 | Fulke 54 II Thermometer |
| Fulke 787 + 789 multimeters    | Hach Test Kits          |

9. What equipment will you purchase for the proposed work? any reagents or chemicals not provided by site

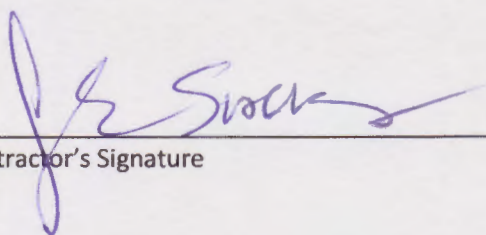
10. What equipment will you rent for the proposed work? NONE
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.  
CJ Nash - Has performed similar work at many locations along with regular service at Wellington sites adding Familiarity
12. The address of principal place of business is 130 NE 30th St, Wilton Manors, FL 33334
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: NONE
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. NONE
15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. NONE
16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). NONE
17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. NONE
18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. NONE
19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. NO
20. List and disclose any and all business relations with any members of Wellington Council. NONE

## DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

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

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



---

Contractor's Signature

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON 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 to Village of Wellington  
[print name of the public entity]  
by P.C. Controls Inc. for Jerry E. Scaggis / VP-Administrator  
[print name of entity submitting sworn statement] [print individual's name and title]  
whose business address is 132 NE 30th St, Wilton Manors, FL 33334 and (if applicable) its Federal Employer Identification  
Number (FEIN) is 65-0789111 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
a. A predecessor or successor of a person convicted of a public entity crime; or  
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

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

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

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

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

STATE OF Florida

COUNTY OF Broward

[signature]

9-29-2020

[date]

Subscribed and Sworn to (or affirmed) before me on Sept. 29, 2020 by Jerry Scaggis  
[date] [name]

He/she is personally known to me or has presented FL Driver License as identification.  
[type of identification]

[Notary's Signature and Seal]

Daneily G. Frias  
Print Notary Name and Commission No.



DANEILY G. FRIAS  
Commission # GG 350612  
Expires July 1, 2023  
Bonded Thru Budget Notary Services

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725

I, Terrell S. Smith, on behalf of P. C. Controls INC  
certifies  
Print Name Company Name

that P C Controls INC does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Terrell S. Smith  
Signature

VP / Administrator  
Title

9/25/2020  
Date

### CONFLICT OF INTEREST STATEMENT

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

#### CHECK ALL THAT APPLY:

##### NO CONFLICT:

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

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

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

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

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

##### CONFLICT:

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

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

P.C. Controls INC  
COMPANY NAME

SS 10/16  
AUTHORIZED SIGNATURE

James E. Scroggs  
NAME (PRINT OR TYPE)

NON-COLLUSION AFFIDAVIT

State of Florida

County of Broward

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

PC Controls Inc

Name of Bidder

Terry E. Scarbs

Print name of designated signatory

[Signature]

Signature

VP / Administrator

Title

On this 29<sup>th</sup> day of Sept., 2020, before me appeared Terry Scarbs personally known to me to be the person described in and who executed this agreement and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

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



DANEILY G. FRIAS  
Commission # GG 350612  
Expires July 1, 2023  
Bonded Thru Budget Notary Services

(Affix Seal Here)

[Signature]

Signature

Notary Public in and for the State of Florida

Daneily G. Frias

(Name Printed)

Residing at 300 E. Oakland Park Blvd  
Wilton Manors, FL 33334

My commission expires July 1<sup>st</sup>, 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2019

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 | <b>Sena &amp; Whitney LLC</b><br>190 Glades Rd Suite C<br>Boca Raton, FL 33432 | CONTACT NAME: <b>William Mennitt</b><br>PHONE (A/C, No, Ext): <b>561-210-8715</b><br>E-MAIL ADDRESS: <b>wmennitt@thesenagroup.com</b><br>FAX (A/C, No): <b>561-210-8716</b>        |
| INSURED  | <b>P C CONTROLS, INC.</b><br>132 NE 30TH STREET<br>WILTON MANORS, FL 33334     | INSURER(S) AFFORDING COVERAGE<br>INSURER A: <b>Nautilus Insurance Co</b><br>INSURER B: <b>Nationwide Ins Co of America</b><br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## COVERAGES

CERTIFICATE NUMBER: 00015435-1063175

REVISION NUMBER: 13

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 SUBR INSD WVD               | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                             |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                  | NN1075909     | 12/29/2019              | 12/29/2020              | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> |
| B        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                            |                                  | ACP5994885942 | 10/27/2019              | 10/27/2020              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>EACH OCCURRENCE \$<br>AGGREGATE \$                                                                             |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                |                                  |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>                                                                                                                                                                                                               |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y/N <input type="checkbox"/> N/A |               |                         |                         | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                                                           |

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

## CERTIFICATE HOLDER

## CANCELLATION

VILLAGE OF WELLINGTON C/O  
INSURANCE TRACKING SERVICES,  
INC. (ITS)  
PO BOX 20270  
LONGBEACH, CA 90801

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

(WIM)

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2019

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 | <b>Sena &amp; Whitney LLC</b><br>190 Glades Rd Suite C<br>Boca Raton, FL 33432 | CONTACT NAME: <b>William Mennitt</b><br>PHONE (A/C, No, Ext): <b>561-210-8715</b> FAX (A/C, No): <b>561-210-8716</b><br>E-MAIL ADDRESS: <b>wmennitt@thesenagroup.com</b>           |
| INSURED  | <b>P C CONTROLS, INC.</b><br>132 NE 30TH STREET<br>WILTON MANORS, FL 33334     | INSURER(S) AFFORDING COVERAGE<br>INSURER A: <b>Nautilus Insurance Co</b><br>INSURER B: <b>Nationwide Ins Co of America</b><br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

## COVERAGES

CERTIFICATE NUMBER: 00015435-1064975

REVISION NUMBER: 13

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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                   |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                  | NN1075909     | 12/29/2019              | 12/29/2020              | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b><br>MED EXP (Any one person) \$ <b>5,000</b><br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b><br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                               |                    | ACP5994885942 | 10/27/2019              | 10/27/2020              | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                                   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                       |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                                                                 |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                     | N/A                |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                         |

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

VILLAGE OF WELLINGTON IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

VILLAGE OF WELLINGTON  
12300 W FOREST HILL RD  
WELLINGTON, FL 33414

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(WIM)

City of .....

Date: \_\_\_\_\_

To: PC Controls, Inc.  
132 NE 30<sup>th</sup> Street  
Wilton Manors, Fl. 33334

Dear Mr. Conway,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without this insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of \_\_\_\_\_ requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to the Purchasing office, \_\_\_\_\_.

---

PC Controls, Inc. has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. PC Controls, Inc. agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

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Signature

---

Date

---

Name and Title (print)



P.C. Controls Inc  
132 NE 30<sup>th</sup> Street, Wilton Manors, FL 33334  
Phone: (954) 415-2123, Fax: (954) 563-0919  
E-mail: pccontrolsinc@bellsouth.net

Location:  
Function:  
Technician:

Cal. Type:  
Date:  
DueDate:  
Interval:

Test Equipment Used:

**Transmitter Calibration Data**

Mfr:

Model#:

Serial#:

Full Scale:

Line Size:

| Input | Measured Output (mA) (v) |   | Req'd Output (mA) (v) | Remarks |
|-------|--------------------------|---|-----------------------|---------|
|       | B                        | A |                       |         |
|       |                          |   |                       |         |
|       |                          |   |                       |         |
|       |                          |   |                       |         |
|       |                          |   |                       |         |

**Receiver Calibration Data**

Mfr: SCADA

Full Scale:

Dial X:

| O/ Full Scale | Signal in mA/Volt | Req. Output GPM/MGD | Indication GPM/MGD | Remarks |
|---------------|-------------------|---------------------|--------------------|---------|
| 0             |                   |                     |                    |         |
| 25            |                   |                     |                    |         |
| 50            |                   |                     |                    |         |
| 75            |                   |                     |                    |         |
| 100           |                   |                     |                    |         |

**Totalizer Calibration Data**

Mfr:

Model#:

Serial#:

Totalizer Before:

Totalizer After:

Counter X:

| % O/ Full Scale | Signal in mA/Volt | Req. Output Count | Act. Output Count |   | Time per Test | Remarks |
|-----------------|-------------------|-------------------|-------------------|---|---------------|---------|
|                 |                   |                   | B                 | A |               |         |
| 50              |                   |                   |                   |   |               |         |
| 100             |                   |                   |                   |   |               |         |
| 0               |                   |                   |                   |   |               |         |

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature :



P.C. Controls Inc  
132 NE 30<sup>th</sup> Street, Wilton Manors, FL 33334  
Phone: (954) 568-9663, Fax: (954) 563-0919  
E-mail: pccontrolsinc@bellsouth.net

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## Certified Flow Meter Test Record

Customer: \_\_\_\_\_

Consumptive Use Permit # \_\_\_\_\_

Test Site \_\_\_\_\_ District ID# \_\_\_\_\_

Contact \_\_\_\_\_ Number \_\_\_\_\_

Meter Model \_\_\_\_\_ Serial# \_\_\_\_\_

Meter Accessories \_\_\_\_\_

### Pipe Information

Material \_\_\_\_\_

Line Size \_\_\_\_\_ OD Thickness \_\_\_\_\_ WT

Transducer Spacing \_\_\_\_\_ Distance from Meter installation is \_\_\_\_\_

---

### Test Information using Fuji Porta-Flow Ultrasonic Flowmeter

Test performed @ \_\_\_\_\_ GPM

Initial Meter Reading at Calibration Start: \_\_\_\_\_ X \_\_\_\_\_ End: \_\_\_\_\_ X \_\_\_\_\_

\_\_\_\_\_ Gallons Totalized in \_\_\_\_\_ Seconds Average \_\_\_\_\_ GPM

Test Meter Reading at Calibration Start: \_\_\_\_\_ 0 \_\_\_\_\_ X \_\_\_\_\_ 1 \_\_\_\_\_ End: \_\_\_\_\_ X \_\_\_\_\_ 1 \_\_\_\_\_

\_\_\_\_\_ Gallons Totalized in \_\_\_\_\_ Seconds Average \_\_\_\_\_ GPM

Meter Tested at \_\_\_\_\_ % Accuracy Last Meter Test \_\_\_\_\_ Last Accuracy \_\_\_\_\_

---

Comments: Prior to calibration meter was reading \_\_\_\_\_ % of test meter – Site meter read \_\_\_\_\_ GPM and test meter read \_\_\_\_\_ GPM.

Performed By: \_\_\_\_\_

Date: \_\_\_\_\_

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature \_\_\_\_\_ :

## Weekly Flow Accounting Log

[illegible][illegible]



P.C. Controls Inc  
132 NE 30<sup>th</sup> Street, Wilton Manors, FL 33334  
Phone: (954) 568-9663 Fax: (954) 563-0919  
E-mail: pccontrolsinc@bellsouth.net

Village of Wellington  
12300 W Forest Hill Blvd  
Wellington, FL 33414

September 25, 2020

Attn: Purchasing Department

RE: ITB-202035 – References

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**PROPOSAL**

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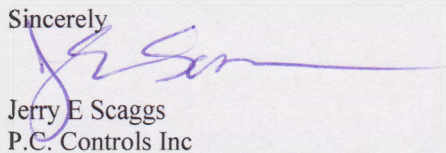
To whom this may concern,

We are pleased to submit our references which are current customers in the industry

- 1.) City of Dania Beach WTP  
100 W Dania Beach Blvd  
Dania Beach, FL 33004  
Contact: Nate Costa  
954 687-8605 cell
- 2.) Village of Palm Springs WTP  
226 Cypress Lane  
Palm Springs, FL 33461  
Contact: Dave Burgin  
561 635-4282 cell
- 3.) City of Pompano Beach WTP - Contract  
1205 NE 5<sup>th</sup> Ave  
Pompano Beach, FL 33060  
Contact: Phil Hyer  
954 801-6694 cell
- 4.) City of Plantation WTP - Contract  
700 NW 91 Ave  
Plantation, FL 33324  
Contact: Victor Pedlar  
954 797-2169
- 5.) Seacoast Utilities – PGA WWTP  
11298 Nursery Lane  
Palm Beach Gardens, FL 33410  
Contact: Robert Gruppo  
561 627-9263

---

Sincerely



Jerry E Scaggs  
P.C. Controls Inc



P.C. Controls Inc  
132 NE 30<sup>th</sup> Street, Wilton Manors, FL 33334  
Phone: (954) 568-9663 Fax: (954) 563-0919  
E-mail: pccontrolsinc@bellsouth.net

Village of Wellington  
12300 W Forest Hill Blvd  
Wellington, FL 33414

September 25, 2020

Attn: Purchasing Department

RE: ITB-202035 – PCCI personnel

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**PROPOSAL**

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To whom this may concern,

Please see names below of PCCI Personnel that would visit your site and would be subject to any background check, if any required, as per The Federal Homeland Security act.

- Norman Conaway, President / Owner
- Charles Nash, Controls Technician, Lead
- Ryan Felicien, Controls Technician

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Sincerely

A handwritten signature in blue ink, appearing to read "J. Scaggs", is written over a light blue rectangular background.

Jerry E Scaggs  
P.C. Controls Inc



**ADVERTISEMENT/INVITATION TO BID**

The Village of Wellington Council is accepting sealed bids for ITB #202035 **Utility Instrument Calibration Services**

All Bids must be received, no later than September 30, 2020 at 11:30am Local Time, at which time all Bids will be publicly opened and read via Zoom (Meeting ID **972 2343 9729** Password **107248**).

Bids may be submitted electronically through the Village of Wellington's bid portal or delivered/mailed to the Clerk's Office at the address below.

- Electronic Bids will only be accepted when submitted through the Village of Wellington's bid portal. Emailed submissions will not be accepted.
- Paper Bids (one original and one PDF Copy on a CD or flash drive) are to be delivered to the Clerk's Office at the address below. Receipt of a bid by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

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

Bid Documents may be downloaded online at [www.demandstar.com](http://www.demandstar.com) or at [www.wellingtonfl.gov/purchasing](http://www.wellingtonfl.gov/purchasing) starting on September 6, 2020. No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

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

**Wellington  
ATTN: Clerk's Office  
12300 Forest Hill Blvd  
Wellington, FL 33414**

**ENVELOPE MUST BE IDENTIFIED AS SEALED BID # 202035**

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

Any and all questions regarding the bidding documents shall be directed to Wellington's Purchasing Division: Maria Miserendino, Phone 561-791-4154 or email [mmiserendino@wellingtonfl.gov](mailto:mmiserendino@wellingtonfl.gov).

Publish: Palm Beach Post - September 6, 2020

Account #9-657448

**BID COVER PAGE**

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

**REFER ALL INQUIRIES TO PRIMARY CONTACT:**  
Purchasing Division  
12300 Forest Hill Blvd  
Wellington, FL 33414  
Phone: 561-791-4154

Wellington  
**INVITATION TO BID**  
COMMODITY/SERVICE

**BID TITLE:****Utility Instrument Calibration Services****BID NO:****202035****NAME OF FIRM, ENTITY, or ORGANIZATION:****NAME OF CONTACT PERSON****VENDOR MAILING ADDRESS:****CITY:****ZIP:****STATE:****TITLE****VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):****CITY:****ZIP:****STATE:****PHONE NUMBER:****FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):****EMAIL ADDRESS:****STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)****FAX NUMBER:****ORGANIZATIONAL STRUCTURE (Please Check One):**Corporation ☐Partnership ☐Proprietorship ☐Joint Venture ☐Other ☐*If Corporation, please provide the following:*(A) Date of Incorporation: \_\_\_\_\_  
Month / Day / Year

(B) State or Country of Incorporation:

## INSTRUCTIONS TO BIDDERS

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.
2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

| EVENT                                                                                              | TIME                                                       | DUE DATE                                |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------|
| Invitation (ITB) Release Date                                                                      | N/A                                                        | September 6, 2020                       |
| Submit Electronic Bid.<br>If submitting paper bid - Number of Bid Hard Copies Including Original → | One (1) Original and One (1) PDF file on CD or Flash Drive | N/A                                     |
| Questions from Bidders to Warrant Response/Addendum                                                | 5:00pm                                                     | September 21, 2020                      |
| Bids Received By – (Deadline & Opening)                                                            | 11:30am                                                    | September 30, 2020                      |
| Evaluation Committee Meeting (if applicable)                                                       | N/A                                                        | N/A                                     |
| Posted Notice of Intended Award                                                                    | Tentative                                                  | Tentative/DemandStar.com/Clerk's Office |
| Contract Award by Wellington Council                                                               | TBD                                                        | TBD                                     |

3. **NOTIFICATIONS:** Respondents are advised that <http://www.demandstar.com> is the preferred sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.
4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 Forest Hill Blvd. Wellington, Florida 33414 no later than local time on stated TIMELINE.

**ORDER OF PRECEDENCE:** All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

- |                                   |                                    |                                  |
|-----------------------------------|------------------------------------|----------------------------------|
| 1. Bid acknowledgement Cover Page | 5. General Terms and Conditions    | 7. Schedule of Values & Ordering |
| 2. Instructions to Bidders        | 6. General Instructions to Bidders | Instructions and Forms           |
| 3. Special Terms and Conditions   |                                    |                                  |
| 4. Technical Specifications       |                                    |                                  |

Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:
  - (a) **Part III.A.7.c** – Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
  - (b) **Part III.A.7.d** – Illicit Discharges and Improper Disposal- Spill Prevention and Response
  - (c) **Part III.A.6** – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.
  - (d) **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).
6. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

## GENERAL TERMS AND CONDITIONS

- 1 SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.
- 2 EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.
- 3 PRICES QUOTED AND CASH DISCOUNTS:** Bids must include deductions for trade discounts. Firm net prices must be quoted and both unit price and extended totals must be provided. When requested, prices must be stated in the units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- 4 TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.
- 5 MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.
- 6 MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).  
If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.
  - (a) UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
  - (b) SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.
  - (c) OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder because of conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.

(d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

- 7 MATERIALS/PRODUCTS QUALITY:** Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
- 8 SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.
- 9 DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Offeror fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.
- 10 DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.
- 11 INTERPRETATIONS:** Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 12 DISPUTES:** A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is

upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

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

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

- 14 AWARDS:** Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- (a) No bid may be withdrawn for a period of 120 days after time of award by Wellington Council.
- (b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.
- (c) **LOCAL PREFERENCE POLICY:** Preferable consideration is given when awarding contract in accordance with the Wellington's Local Preference Policy found in Chapter 9, of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes:
  - (1) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary;
  - (2) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.
- (d) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.
- (e) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.

- (f) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.
- 15 BID OPENING:** Bids shall be opened and publicly read via Zoom on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.
- 16 LEGAL REQUIREMENTS:** Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.
- 17 INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, 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 successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.
- 18 OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL. Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.
- 19 SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.
- 20 SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 21 ANTI-DISCRIMINATION:** The bidder certifies compliance 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.
- 22 QUALITY AND CONDITION:** 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, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.
- 23 LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.
- 24 BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.
- 25 CANCELLATION:** Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:

- (a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
  - (b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
  - (c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.
- 26 INVOICING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.
- 27 FACILITIES:** Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.
- 28 BID TABULATIONS:** Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. 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.
- 29 APPLICABLE LAW AND VENUE:** The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 30 ASSIGNMENT:** The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.
- 31 LAWS, PERMITS AND REGULATIONS:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.
- 32 OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES:** If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.
- 33 WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.
- 34 PUBLIC ENTITY CRIMES:** As provided in Fla. Stat. § 287.133(2)(a), 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 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 S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 35 CONFLICT OF INTEREST:** The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the

Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

- 36 NON-COLLUSION:** Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE D. ADDIE AT 561-791-4000, [CADDIE@WELLINGTONFL.GOV](mailto:CADDIE@WELLINGTONFL.GOV) , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.**

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

(a) Delivery time – time for performance, if provided in the bid or proposal

(b) Certification of a "Drug Free Workplace Program" which meets the criteria established if F.F., Section 287.087

(c) If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington. And as indicated by the time clock stamp impressed upon the bid or proposal.

- 39 ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

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

- 41. CONTRACTOR RESPONSIBILITY:** Florida Statute § 215.4725: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Village shall provide notice, in writing, to the Contractor of the Village's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Village's determination of false certification was made in error then the Village shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 215.4725

- 42. SITE SECURITY:** Security at the Water Treatment Plant and the Water Reclamation Plant sites are a very high priority to the Owner. The Contractor recognizes that this site is sensitive in nature as a result of homeland security concerns, and the security criteria stipulated

herein constitutes a material inducement of the Owner to enter into this contract with the Contractor. In recognition of the Owner's security needs and the fact that this is an active and functioning facility, the Contractor agrees to take all reasonable steps to minimize the degree to which the facility is impacted by this construction project. The Owner reserves the right to require timing adjustment of activities that, in the sole determination of the Owner, impact the operation, efficiency or security of the Plant. The Contractor shall anticipate and work within the requirements of the Owner's security needs.

The Owner reserves the right to require the Contractor to perform a background check on all of Contractor's agents, licensees, invitees, employees, subcontractors, material workers, and suppliers entering the site and agrees to supply the results to the Owner. Contractor shall secure from the affected parties appropriate authorizations and releases from liability in favor of the Owner prior to performing the background checks. All background checks shall be performed prior to allowing the workers or suppliers access to the project site. The Owner reserves the right but not the obligation to disallow entrance to the work site of any persons or entities as a result of the background check or other relevant information, regardless of the result of such background check.

Background checks shall be in such form and fashion as is acceptable to the Owner, but at a minimum, shall be performed through the Florida Department of Law Enforcement. The Contractor shall allow sufficient time to perform the necessary background checks within the project schedule. Nothing herein shall be construed as consent to be sued by third parties and Contractor waives all claims for damages based upon the security measures set forth herein. Each third party upon whom a background check has been performed shall be required to carry a photo identification and a clearance tag. Such identification and clearance tag shall be required to enter the Plant and shall be maintained with the person at all times while on site. The Contractor shall provide to the Owner a complete roster of all parties who may enter the work site to perform the work called for by this agreement and shall keep said roster updated and current on at least a monthly basis.

## SPECIAL TERMS AND CONDITIONS

**PURPOSE:** The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for the Utility Instrument Calibration Services as specified herein.

**TERM OF CONTRACT:** The term of the contract shall be for three (3) years from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of two (2) year renewals. Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

**ESCALATION AND DE-ESCALATION DURING RENEWAL:** Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the renewal period. Wellington will consider such price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the successful bidder will extend such prices.

Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements. Wellington reserves the right to order as and when required. No delivery shall become due to be acceptable without a purchase order by Wellington.

**METHOD OF AWARD:** Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington. Wellington shall be the sole judge of the bids and Wellington's decision shall be final.

Wellington intends to award a contract to the lowest, responsive, responsible total lump sum bidder for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. **In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.** **NOTE: NO CONTRACT SHALL BECOME EFFECTIVE UNLESS AND UNTIL IT HAS BEEN COMPLETELY EXECUTED BY BOTH PARTIES.**

**WORK AUTHORIZATION/PLACING ORDERS:** Orders shall strictly be based on Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

**PAYMENT:** Payment will be made upon receipt and acceptance of the complete unit(s). No down or partial down payments will be made.

All bid prices must include freight prepaid to location specified on purchase order in Wellington, Florida.

**DELIVERY:** Bidder shall notify Wellington of any delays for deliveries lasting more than sixty (60) minutes. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

**PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:** If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

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

Submit certificates of insurance to:

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

Village of Wellington  
c/o Insurance Tracking Services, Inc. (ITS)  
400 Oceangate, Suite 450  
Long Beach, CA 90802

Email: [VOW@instracking.com](mailto:VOW@instracking.com) or  
Facsimile: +1 (562) 435-2999

#### Cancellation and/or Modification of Insurance Coverage

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

#### Renewal Policies

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

Bidders must submit with their bid proof of insurance meeting or exceeding the following requirements or a letter of intent, to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - \$500,000 for accident, \$500,000 disease policy limit, and \$500,000 disease each employee
- General Liability Insurance - \$300,000 general aggregate, \$300,000 per person, \$300,000 each occurrence and \$300,000 per accident for bodily injury
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$300,000 per accident Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an "Any Auto" type policy.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

**CONTACT PERSON:** For any additional information regarding the specifications and requirements of this bid, contact: [mmiserendino@wellingtonfl.gov](mailto:mmiserendino@wellingtonfl.gov) 561-791-4154.

**BID CLARIFICATION:** Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, EMAIL [mmiserendino@wellingtonfl.gov](mailto:mmiserendino@wellingtonfl.gov) . The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be communicated in the form of an addendum or Request for information (RFI). NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

**GUARANTEE:** The successful bidder will be required to guarantee all products supplied to be in compliance with the specifications. **Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder's expense.**

**WARRANTY:** Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer's warranty information must be submitted with Bid Form.

**PRODUCT/CATALOG INFORMATION:** All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information will result in rejection of your bid.

**COMPLETE PROJECT REQUIRED:** These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of Wellington.

**BID SUBMITTAL:** All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered "Non-Responsive" if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

**LATE BIDS:** The Wellington cannot be responsible for bids received after opening time and encourages early submittal.

**EXCEPTIONS TO SPECIFICATIONS:** Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

**COMPLETE INFORMATION REQUIRED ON BID FORM:** All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**ESTIMATED QUANTITIES:** Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

**SUBCONTRACTORS:** Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the "Questionnaire" included in this Bid document. Wellington reserves the right to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to employ any subcontractor against whom he has reasonable objection.

**ACCEPTANCE:** Delivery of the unit(s) and product to Wellington 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 unit(s) and product meets contract specifications and conditions. The unit(s) and product will be inspected and accepted by the using Department. Unit(s) and product must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards. It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary

arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

## SPECIFICATIONS

### PURPOSE

Various regulatory agencies require the Village of Wellington Utilities (Village) to maintain and calibrate process control instrumentation on a regular basis. This is essential to ensure the various plant treatment and handling processes performance is maintained at high levels through accurate monitoring and measurement of treatment process and handling characteristics. The Contractor will perform services upon request from the Village as needed throughout the contract period to calibrate, maintain, and replace plant treatment process and handling instrumentation sensors, transmitters and displays for the Utilities Department. If repairs are no longer viable, or not cost effective, replacement and installation of new, comparable, instruments will be provided by the contractor at the Village's sole discretion. The services furnished under this contract are expected to maintain a high level of reliability in the process treatment and handling systems by minimizing instrumentation down time (out of service) and maximize equipment life expectancy.

The purpose of this bid is to establish a contract, by means of sealed bids, for the furnishing of all labor, equipment, and expertise, as required, to provide process instrumentation calibration maintenance, troubleshooting and replacement services to the Village of Wellington Utilities (Village) on an "as needed" basis for both normal operations and emergencies, as described herein. It is anticipated that the services of this contract will be from a source (or sources) that will provide prompt, efficient and cost-effective service. Materials will be separately negotiated.

### QUALIFICATIONS

1. Firm(s) experienced in process instrumentation calibration, testing, maintenance, troubleshooting, repair, deployment, and configuration for the Municipal Water/Wastewater industry shall furnish services of this contract. Firm(s) shall be experienced, competent, and qualified with at least ten (10) years of documented process instrumentation experience specific to public/government owned water treatment and wastewater treatment facilities, collection and distribution systems and stormwater management systems. Firm(s) shall be licensed to work in Palm Beach County, Florida.
2. Submit a history of five (5) most recent contracts, and references (project manager, plant supervisor or other responsible party) for each contract, in the bid. Resumes of personnel assigned to this contract shall also be included in the bid.
3. Personnel actually performing process instrumentation calibration, testing, maintenance, troubleshooting, repair, deployment, and configuration services shall have a minimum of five (5) years of documented experience with process controls and SCADA specific to water treatment and wastewater treatment facilities and shall have documented experience with the types of equipment and software used by the Village. Resumes and references shall be made available upon request by the Village.
4. Identify the location of all staff that will be assigned to the Contract and identify the required travel distance during normal hours and emergency hours.
5. The Village's facilities are subject to the Federal Homeland Security/Patriot Act. All personnel of the BIDDER's firm shall comply with all provisions contained in this Act, always, and shall possess the necessary credentials and security clearances to enter and work within the Village's facilities. Where requested by the Village, the firm(s) shall submit to background checks for all personnel working within Village facilities. All personnel assigned to work on location will be required to undergo a background check. The Village of Wellington reserves the right to deny access to any person based on the results of submitted background checks.
6. BIDDER(S) SHALL SUBMIT INFORMATION WITH THEIR BID SUBMITTAL VERIFYING COMPLIANCE WITH THESE REQUIREMENTS/QUALIFICATIONS IN SEPARATE SECTIONS AS NOTED ABOVE.

## SCOPE OF WORK

### GENERAL:

1. Provide labor, equipment, and expertise, as required, for process instrumentation calibration, maintenance, troubleshooting and replacement services at Water Treatment Plant, Water Reclamation Facility, collection system station, and distribution system stations on regular and an “as needed” basis.
2. Work of this contract will be performed on a task-based time and materials contract with an hourly rate for emergency services.
3. Contract term will be one (1) year commencing upon award by the appropriate Village officials. The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the Village. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

### SERVICES

1. Bidder must be capable of providing calibration, maintenance, troubleshooting and replacement services to all types, makes and models of process instrumentation, including but not limited to:
  - a. Flow:
    - i. Magnetic Meter
    - ii. Venturi Meter
    - iii. Ultrasonic Meter
    - iv. Square Root Extracting Differential Pressure Meter
    - v. Vortex Meter
    - vi. Thermal Mass Meter
    - vii. Propeller Meter
    - viii. Averaging Pitot Tube Meter
    - ix. Rotameter
    - x. Switch
    - xi. Indicator
  - b. Level:
    - i. Ultrasonic Transmitter
    - ii. Float Switch
    - iii. Non-Contact Radar Transmitter
    - iv. Guided Wave Radar Transmitter
    - v. Submersible Transmitter
    - vi. Capacitance Transmitter
    - vii. Proximity Switch
    - viii. Differential Pressure
    - ix. Magneto strictive
  - c. Pressure:
    - i. Transmitters
    - ii. Switches

- iii. Indicators
  - d. Temperature:
    - i. Transmitters
    - ii. RTD Elements
    - iii. Thermocouple Elements
  - e. Analysis Meters:
    - i. pH/ORP
    - ii. Automatic Composite Water Samplers
    - iii. Dissolved Oxygen
    - iv. Conductivity
    - v. Total Suspended Solids
    - vi. Turbidity
- 2. The BIDDER shall calibrate instruments using appropriate test equipment and calibrators, the accuracy of which is traceable to NIST standards. The BIDDER must maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the Village. The BIDDER shall have all test equipment and calibration equipment manufacturer certified annually (or as required frequency by the test/calibration manufacturer) and shall maintain current certificates demonstrating as such available for Village inspection if so asked.
- 3. For each work task, the BIDDER shall provide a written report, with a cover sheet, stating the work performed with notations of any items needing correction. The report must contain a calibration sheet for each device calibrated, with the following information:
  - i. Name and location of the instrument
  - ii. Date of calibration
  - iii. Type of instrument
  - iv. Manufacturer and serial number
  - v. Calibration range
  - vi. "As found" calibration; Process Variable input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
  - vii. "Final" calibration; Process Variable input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
  - viii. List of the calibration equipment used and date of most recent factory certification.
- 4. BIDDER shall complete additional calibration services as requested by Utilities staff.
- 5. BIDDER response time for service request events must not exceed 24 hours from the time of notification.
- 6. BIDDER will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the Village under this Contract. BIDDER will be required to report to the specified contact person prior to performing any work required by the scope of services.
- 7. To the greatest extent possible, BIDDER shall utilize Village-owned stocked parts and materials, as necessary, to perform needed service. If Village-owned and stocked parts are not available, BIDDER shall provide parts and materials, which shall be of equal quality or better than existing. The BIDDER shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.
- 8. All parts removed from service must be returned to the Village's authorized personnel. BIDDER will be responsible for the disposal of any non-repairable parts.

## BID PROPOSAL CHECKLIST

**Note: Please submit your bid in this order for electronic and paper bids.**

YES\_\_\_ NO\_\_\_ 1. Bid submittal – If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive

YES\_\_\_ NO\_\_\_ 2. Bid Cover Page

YES\_\_\_ NO\_\_\_ 3. Acknowledgment of addendums (if any)

YES\_\_\_ NO\_\_\_ 4. Bid Submittal

YES\_\_\_ NO\_\_\_ 5. Schedule of Value

YES\_\_\_ NO\_\_\_ 6. Questionnaire

YES\_\_\_ NO\_\_\_ 7. Drug Free Workplace

YES\_\_\_ NO\_\_\_ 8. Sworn Statement under Section 287.133(3) (a)

YES\_\_\_ NO\_\_\_ 9. Certification Pursuant To Florida Statute § 215.4725

YES\_\_\_ NO\_\_\_ 9. Wellington Local Preference Form

YES\_\_\_ NO\_\_\_ 10. Conflict of Interest

YES\_\_\_ NO\_\_\_ 11. Non-Collusion Affidavit

YES\_\_\_ NO\_\_\_ 12. Insurance Certificates

YES\_\_\_ NO\_\_\_ 13. Copy of Appropriate Licenses

YES\_\_\_ NO\_\_\_ 14. Documentation as requested in the Qualifications- 1 through 5

## BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

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(Vendor)

agrees to provide material for the Utility Instrument Calibration Services in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.

---

Contractor's Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(Month)

(Year)

## SCHEDULE OF VALUES

| Description                                                                                                                                                               | Est. Hours | Cost/Hour | Extended Cost |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|---------------|
| Instrumentation calibration, maintenance, troubleshooting and replacement services: Cost per hour for work completed during regular work times, M-F, 7:00 a.m. -4:00 p.m. | 500        | \$        | \$            |
| Instrumentation calibration, maintenance, troubleshooting and replacement services: Cost per hour for work completed during all other times other than above              | 100        | \$        | \$            |
| <b>Total</b>                                                                                                                                                              |            | \$        | \$            |
|                                                                                                                                                                           | Mark-up %  |           |               |
| Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 - \$4,400.00)                                                        | 1. _____   |           |               |
| <b>Note: The estimated hours are only used for bid evaluation purposes. All work will be paid for actual time worked.</b>                                                 |            |           |               |

## QUESTIONNAIRE

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

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

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

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

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

|      |         |       |       |
|------|---------|-------|-------|
| Name | Address | Phone | Email |
| Name | Address | Phone | Email |
| Name | Address | Phone | Email |

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

| Name of Project | Owner | Total Contract Value | Contracted Date of Completion | % of Completion to Date |
|-----------------|-------|----------------------|-------------------------------|-------------------------|
|                 |       |                      |                               |                         |
|                 |       |                      |                               |                         |
|                 |       |                      |                               |                         |

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

---

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

| Subcontractor | Work to be Performed |
|---------------|----------------------|
|               |                      |
|               |                      |
|               |                      |

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

| Equipment Type | Equipment Type |
|----------------|----------------|
|                |                |
|                |                |
|                |                |

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

10. What equipment will you rent for the proposed work? \_\_\_\_\_
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.  
\_\_\_\_\_  
\_\_\_\_\_
12. The address of principal place of business is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
20. List and disclose any and all business relations with any members of Wellington Council. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

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

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

---

Contractor's Signature

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON 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 to Village of Wellington  
[print name of the public entity]  
by \_\_\_\_\_ for \_\_\_\_\_  
[print name of entity submitting sworn statement] [print individual's name and title]  
whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification  
Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

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

STATE OF \_\_\_\_\_

\_\_\_\_\_

[signature]

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ [date]

Subscribed and Sworn to (or affirmed) before me on \_\_\_\_\_ by \_\_\_\_\_  
[date] [name]

He/she is personally known to me or has presented \_\_\_\_\_ as identification.  
[type of identification]

[Notary's Signature and Seal]

---

Print Notary Name and Commission No.

## CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
certifies

Print Name

Company Name

that \_\_\_\_\_ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

**Chapter 9, LOCAL PREFERENCE**

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

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

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

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

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: \_\_\_\_\_

2. The address of the business is: \_\_\_\_\_

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

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

5. The previous name of the business is: \_\_\_\_\_

6. The previous address of the business is: \_\_\_\_\_

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

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

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

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

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

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

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

Applicants Federal Tax ID Number - \_\_\_\_\_ Applicants Business Address \_\_\_\_\_

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

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_ . He/She is personally known to me or has presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

Notary Public \_\_\_\_\_

Notary Seal

(State)

**Signature of Individual if Sole Proprietor:**

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by  
\_\_\_\_\_. He/She is personally known to me or has presented \_\_\_\_\_ as  
identification. (Type of Identification)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or Stamp Name of Notary)

Notary Public \_\_\_\_\_  
(State)

Notary Seal

## CONFLICT OF INTEREST STATEMENT

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

### CHECK ALL THAT APPLY:

#### **NO CONFLICT:**

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

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

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

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

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

---

#### **CONFLICT:**

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

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

---

**COMPANY NAME**

---

**AUTHORIZED SIGNATURE**

---

**NAME (PRINT OR TYPE)**

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Print name of designated signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Signature

Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
(Name Printed)

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

(Affix Seal Here)

## REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

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

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

**Construction Industry** - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see [69L-6.021 Florida Administrative Code](#).

**Non-Construction Industry** - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form [DWC 251](#) with the Division of Workers' Compensation.

**Agricultural Industry** - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

**Out of State Employers** must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida [approved insurance carrier](#) which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in [the home state's](#) statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

**Contractors** are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see [69L-6.032 Florida Administrative Code](#).

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

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

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

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

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



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 11, 2021

**DEPARTMENT:** Administration

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**ITEM 6.6:** Approval of Employee Medical, Dental & Other Benefits (FY 2021 Budget Funded)

**SUMMARY:**

Recently, the Gehring Group, the Village's contracted benefits broker, consulted with Humana to request a proposal and identify annual rates for employee medical, dental and other benefits (i.e., vision, voluntary supplemental and benefits administration). As a result, the Gehring Group and staff are recommending that the Village remain with Humana under essentially the same benefits package for the fourth (4th) year in a row with a enhancement to the dental package.

Note: Recently, an employee survey was distributed to all Village staff (electronically) in determining the level of satisfaction with the Humana medical and dental plans. The survey provided that 77% of those who responded had an overall positive or somewhat positive experience with Humana.

After reviewing the proposal received from Humana, the Gehring Group and staff recommends that the Village remain with Humana for a fourth (4th) year with an enhancement to our employee coverage by excluding preventative dental care from reducing the available annual maximum benefit of \$1,000. Additionally, employees and their dependents will be able to receive up to three (30 oral exams and routine cleaning per calendar year. The best and final offer from Humana that was presented to the Village for the 2021-2022 plan year would enhance the current plan design (improve employee benefits) at a 0% total increase in medical costs to the Village if the medical, dental and vision lines of coverage are bundled. The

monthly premium cost to employees for the next plan year would not increase and would remain exactly the same as the current cost to employees.

If approved, the Village would extend the current Agreement for an additional one (1) year term, beginning April 1, 2021 and ending March 31, 2022, for medical, dental and vision benefits. Funding to support the proposed annual premiums is included within the approved FY 2021 Budget (and will be presented for approval within the FY 2022 Budget). 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.

Note: The proposed enhanced Employee Benefits for the upcoming plan year, for the most part, will remain the same as our current plan. The only change would include a benefit improvement/enhancement to our employee's dental coverage by excluding preventative dental care from reducing the available annual maximum benefit of \$1000. Additionally, employees and their dependents will be able to receive up to three (3) oral exams and routine cleaning per calendar year.

Based on the review of the negotiated best and final offers, which includes no increase to employee weekly contribution amounts as well as the dental benefit enhancement, the Gehring Group and staff recommend the following for your consideration:

#### **Health Insurance - Humana:**

- No changes to the plan
- No cost-shifting to the employees is proposed
- Continuation of Humana's annual biometric screenings, angio screening and their Go365 wellness platform for employees
- Employees will still have access to both Quest and LabCorp
- Maintain current wellness initiatives (i.e., Health Fair, Smoking Cessation, etc.)
- Humana's Premier Network is seamless meaning that enrolled members can travel outside of the state and access care with an in-network HMO Premier provider.
- Employee Assistance Program (EAP) six (6) sessions
- Humana staff will be available to meet with Village staff monthly and onsite at Village Hall

#### **Health Insurance - Teledoc:**

- No cost to employees
- No changes to the plan
- Offers basic health care consultation by a state-licensed physician 24 hours a day/365 days a year by phone and/or video without a co-Pay and does not require the use of Personal Leave Time (PLT)

#### **Dental - Humana:**

- Excludes preventative dental care from reducing the available annual \$1,000 maximum benefit
- Employees and their dependents would receive up to three (3) oral exams and routine cleanings per calendar year
- Bundled discount offered with health insurance and vision
- No cost-shifting to the employees is proposed

#### **Vision – Humana (Voluntary Product):**

- Results in cost savings to employees who voluntarily elect this option

#### **Group Basic Life with AD&D – Mutual of Omaha:**

- No change in employee rates
- Rates are guaranteed for a two (2) year period (scheduled to expire on March 31, 2022)

#### **Group Supplemental (Voluntary) Products:**

- No change in employee rates
- The Village will offer short-term disability coverage to employees on a voluntary basis to fill the gap for the income protection
- The Village will continue to offer various group supplemental products that are voluntary to provide our employees with an additional benefit at a lower cost for an accident, critical illness and hospital indemnity
- Existing individual supplemental products may be maintained by employees; however, they will be directly billed (payroll deduction will not be available)
- The Village will offer Pet Insurance (direct billed) and Identity Theft Protection as supplemental products that are voluntary to provide employees with an additional benefit at a lower cost

#### **Benefits Administration:**

- BenTek - will continue to provide on-line benefits enrollment for employees and our Human Resources and Finance staff with an administration system that streamlines the enrollment process and provides various reports and audit features to ensure integrity of data between our payroll system and BenTek
- Various third-party administrators are recommended to continue to be utilized to assist in monitoring and managing the Village's various federally required benefit programs. These programs are expected to provide additional compliance/legal support and remove the liability associated with staff handling documents containing protected health information:
  1. Basic FMLA Ease - Family Medical Leave (FMLA)
  2. P&A Group - Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)
  3. P&A Group - Flexible Spending Accounts (FSA)

The Village's Purchasing Code, Section 58-2. enable various goods and/or services to be approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in the Purchasing Code.

(30) Payments for life, health and dental insurance after approval of contract by Village Council

If approved, employee open enrollment will begin Thursday, February 25th through Friday, March 12th, 2021 as the new plan year begins on April 1, 2021. The previously established electronic open enrollment procedure that has been installed (along with the BenTek system) will expedite this process and essentially eliminates paper forms.

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

Note: The Service Employees International Union/Florida Public Services Union (SEIU) and the Palm Beach County Police Benevolent Association (PBA) memberships have been notified of the proposed employee benefit plan changes as well as the recommendation to not increase employee and dependent rates for the upcoming plan year. At this time, the PBA and the SEIU have indicated that they were pleased with the proposed plans and rates for the upcoming benefits year.

#### **FISCAL IMPACT:**

The proposed cost/rates for employee benefit premiums are included within the FY 2021 Budget. Funding will be proposed within the FY 2022 Budget to be considered by the Village

Council during the upcoming budget process.

| <b>Allocated/Estimated Services Funding:</b> | <b>Amount</b>       |
|----------------------------------------------|---------------------|
| FY 2021 Approved Budget - General Fund       | \$ 1,506,937        |
| FY 2021 Approved Budget - Water & Sewer Fund | \$ 813,236          |
| <b>Total Approved Budget:</b>                | <b>\$ 2,320,173</b> |

| <b>Expected Services Cost:</b>                                 | <b>Amount</b>       |
|----------------------------------------------------------------|---------------------|
| Expected Services Request/Cost - General Fund                  | \$ 1,382,863        |
| Expected Services Request/Cost - Water & Sewer Enterprise Fund | \$ 738,517          |
| <b>Total Expected Services Cost:</b>                           | <b>\$ 2,121,380</b> |

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 proposed Village employee benefits will not increase employee rates. Thus, our employees will continue to be provided with a high level of insurance benefits without cost shifting and no change/increase in employee and dependent rates.

**ATTACHMENTS:**

Employee Benefit Plans - Health & Dental Insurance - Renewal Recommendation - Gehring Group  
Employee Benefit Plans - Health & Dental Insurance - Timeline - Gehring Group  
Employee Benefit Plans - Health & Dental Insurance - Notice to Unions of Proposed Employee Benefits - PBA  
Employee Benefit Plans - Health & Dental Insurance - Notice to Unions of Proposed Employee Benefits - SEIU



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## **Renewal Recommendation**

### **Plan Year Effective Date: April 1, 2021**

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February 11, 2021

Prepared by:



3500 Kyoto Gardens Ave.  
Palm Beach Gardens, Florida 33410  
Telephone: (561) 626-6797  
Fax: (561) 626-6970  
[www.gehringgroup.com](http://www.gehringgroup.com)



## BACKGROUND

The Village of Palm Springs offers group medical, dental, vision, life, dependent life, supplemental life, long-term disability insurance and worksite products to current employees, COBRA participants, retirees and their eligible dependents.

Historically, the Village has issued a Request for Proposal (RFP) to the insurance marketplace each year for medical coverage. The insurance carriers typically request historical data and information prior to releasing a proposal. Carrier longevity is a factor that plays an important part in evaluating a group's risk and can lead to more successful negotiations. The results generated by the marketing process can be a delicate balance of timing. This year, Gehring Group was able to secure a favorable early renewal from Humana and it was determined that the Village would not solicit proposals.

The Village has been insured with Humana since 2018. The current program consists of a single in-network only open access plan. The average rate increase over a five-year period has been 1.3% and the employee contributions have remained consistent since 2016. Additionally, the medical plan was enhanced over the years and resulted in a reduced annual deductible and out of pocket maximum as well as the removal of the separate inpatient and outpatient hospital copays.

**5 Year Medical Insurance Renewal Increase**

| 2017-2018 | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 |
|-----------|-----------|-----------|-----------|-----------|
| 0.7%      | -8.1%     | 0.0%      | 1.0%      | 0.0%      |

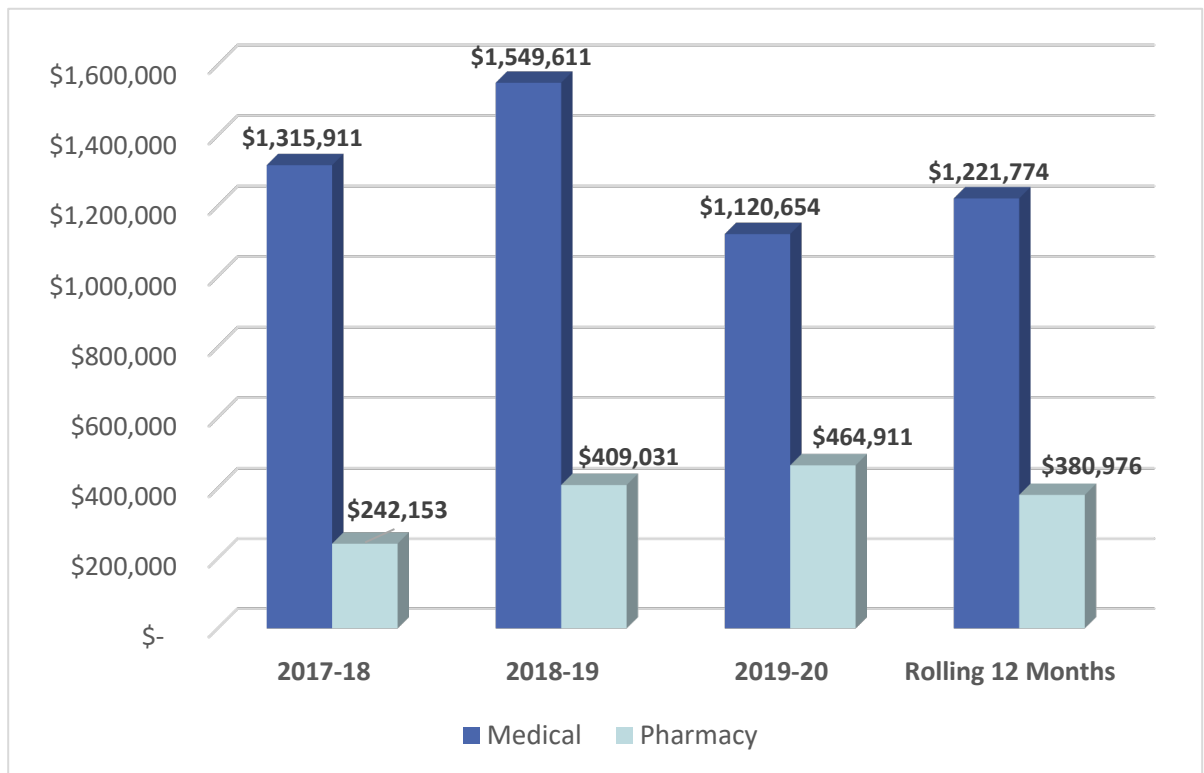


## MEDICAL COVERAGE - RENEWAL

Medical costs trends are expected to increase between 4% and 10% in 2021 and the range is due to unknown factors associated with the pandemic such as delayed care and the impact of no cost sharing for patient testing and treatment for COVID-19. Additionally, higher prescription drug costs (especially specialty medications) are driving plan spend absent increased utilization. Despite these higher market trends, the Village's medical and pharmacy claim cost increased 1.1% overall. Medical claims increased 9.0% and pharmacy claims decreased 18.1% when comparing the 2019-20 plan year to the most recent twelve months of claims.



**Exhibit I – Medical & Pharmacy Claims Spend**



Last year the provider network was analyzed and revealed that 96% of the top 100 providers utilized by the Village’s population were contracted with Humana.

Humana also offers the Go365 wellness program to eligible employees and dependents. The Go365 interactive wellness program enables employees to participate in fitness challenges as well as initiate challenges and rewards can be earned for achieving silver, gold or platinum status. Employees utilize their points to shop for gift cards, fitness devices and equipment through the Go365 online store. Humana has also committed a wellness consultant to assist the Village with achieving wellness related goals. Humana’s renewal proposal also includes an increase to the wellness fund from \$15,000 to \$20,000.

The Teladoc program is a separate offering and will continue to be offered to employees and dependents outside of the medical insurance program which provides access to board certified physicians from a smart phone or device 24/7/365.



## **DENTAL COVERAGE RENEWAL**

In addition to the medical insurance, group dental insurance is offered to employees and dependents through Humana. The current dental program consists of a fully insured Preferred Provider Organization (PPO) which provides benefits regardless of the dentist's participation in the network. Humana's renewal for the current plan was negotiated to a 0%. An alternate plan design was requested based on employee feedback. The alternate plan design includes an annual maximum extender provision which excludes preventive care from reducing the available annual maximum benefit of \$1,000. Additionally, employees and their covered dependents will be able to receive up to three oral exams and routine cleanings per calendar year. The current plan includes two oral exams and cleanings per calendar year. The rate impact for the plan enhancements generates an annual increase of approximately \$4,500.



## **VISION COVERAGE RENEWAL**

The Village also offers a vision plan through Humana. This benefit is 100% paid by the employees through payroll deductions. The current plan is structured with a \$10 exam copay and \$15 materials copay. The current plan also provides a \$130 allowance toward the purchase of frames and contacts at participating providers. The Village has been insured with Humana for vision since 2020. The plan is currently in rate guarantee until 2023.



## **BASIC GROUP LIFE INSURANCE RENEWAL**

The Village's current life and disability carrier, Mutual of Omaha, has been in place since 2018. The current basic life insurance benefit is a flat \$50,000 for all eligible employees and is provided by the Village at no cost to employees. This plan is currently in rate guarantee until 2022.



## **VOLUNTARY GROUP LIFE INSURANCE RENEWAL**

In addition to basic life coverage provided by the Village, employees and spouses have the option to purchase additional life insurance on a voluntary basis.

Mutual of Omaha's voluntary life insurance plan allows employees to purchase supplemental life insurance in increments of \$10,000 to a maximum amount of five times their annual salary or \$300,000. Additionally, the plan allows spouses to purchase increments of \$5,000 up to a maximum of \$100,000. Voluntary life rates are determined by employees' and spouses' ages. Child voluntary life insurance rates remain constant regardless of age. Currently, children from



ages fourteen days to twenty-six years old are covered. This plan is currently in rate guarantee until 2022.



### **VOLUNTARY LONG TERM DISABILITY INSURANCE RENEWAL**

Employees also have the option of purchasing long-term disability coverage on a voluntary basis through Mutual of Omaha. Mutual of Omaha's voluntary long-term disability plan allows employees to purchase long-term disability coverage in increments of \$100 to a maximum amount of 60% of their monthly salary or \$6,000. This plan is currently in rate guarantee until 2022.



### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The current employee assistance program is sponsored by the Village and is offered through Humana to all employees and their family members. The Employee Assistance Program provides confidential assistance with the daily stressors of life and work. Employees, dependents and household members are currently offered six face to face sessions (per issue). Humana's renewal generated a slight decrease of approximately \$100 annually.



### **IDENTITY THEFT PROTECTION**

Identity theft protection is offered through InfoArmor/AllState on a voluntary basis through payroll deduction. Identity theft is a stressful occurrence and can harm employees' financial wellbeing. With today's technological advancements, identity theft has become an increasing risk and becomes very time consuming and expensive if someone is a victim. Last year the Village rolled out this program. It is currently in rate guarantee until 2024.



### **PET INSURANCE RENEWAL**

Pet insurance was implemented last year on a voluntary basis through payroll deduction. Pet insurance allows employees to mitigate the high costs associated with pet health. Nationwide and Pet Benefits Solutions provide these benefits.

Pet Benefit Solutions offers two discount plans. Pet Assure allows employees to receive a 25% discount on hospital services, office visits, x-rays, vaccinations, dental, spay/neutering, and

emergency visits. Pet Plus Rx allows employees to receive an estimated 50% discount on prescriptions, grooming supplies, food/supplements, toys, and treats. Pet Assure requires that employees visit a contracted veterinarian.

Nationwide offers two reimbursement plans. My Pet Protection allows employees to receive 90% off hospital visits, illness visits, surgeries, x-rays, and prescriptions (\$7,500 maximum reimbursements per year). Nationwide's My Pet Protection with Wellness allows employees to receive 90% off hospital visits, illness visits, surgeries, x-rays, prescriptions, wellness exams, vaccinations, dental, and spay/neutering. Employees may visit any licensed veterinarian.

Both products are being offered to support the varying needs of the Village employees due to the cost, network, and reimbursement differentials between Nationwide and Pet Benefit Solutions.



## **COBRA ADMINISTRATION**

Since the Village has been with Humana, COBRA administration has always been included with the medical offering. Effective April 1, 2021, COBRA administration will no longer be offered through Humana. As a result of this company wide decision, Gehring Group solicited proposals from the marketplace. AmeriFlex, Benefits Outsource, Inc., Discovery Benefits and Employee Benefits Corporation all proposed administrative fees estimated annually at \$830. The P&A Group currently administers the flexible spending accounts for the Village and their proposed estimated annual cost for COBRA administration was also competitively priced at an estimated \$800 annually. P&A's proposal includes a dedicated Account Manager for staff as well as online access and customer service support for COBRA participants. Gehring Group and staff are recommending the P&A Group for COBRA administration which will encompass legislative notification requirements, compliance support as well as premium collection from beneficiaries. The selection of the P&A Group will also create administrative ease for staff.



## RECOMMENDATION SUMMARY

**Medical & Prescription Drug** – Gehring Group and staff recommend renewing with Humana with the current plan design at a 0% increase. The offer includes a wellness budget of \$20,000 as well as access to the Go365 online wellness platform and an assigned wellness coordinator to support the Village in planning and initiatives.

**Dental Insurance** – Gehring Group and staff recommend implementing the enhanced plan design proposed by Humana at an estimated annual increase of \$4,500. The enhanced plan design includes the annual maximum extender which waives preventive exams and cleanings from the \$1,000 annual benefit maximum. The enhanced plan option also provides three oral exams and cleanings per calendar year as opposed to two cleanings and exams.

**Vision Insurance** – Gehring Group and staff recommend renewing the current Humana vision plan with no change to the rates. This is a voluntary product offered to employees through payroll deduction.

**Basic Group Life and Voluntary Life** – Gehring Group and staff recommend renewing the current plans at the existing rates with Mutual of Omaha.

**Long-Term Disability Insurance** - Gehring Group and staff recommend renewing the current plan at the existing rates with Mutual of Omaha.

**Employee Assistance Program** - Gehring Group and staff recommend renewing the current plan with Humana at a slight annual reduction of \$100.

**Identity Theft Protection** - Gehring Group and staff recommend renewing the current plan with InfoArmor/AllState at the same rates. This is a voluntary product offered to employees through payroll deduction.

**Pet Insurance** - Gehring Group and staff recommend renewing the current plans with Nationwide and Pet Benefit Solutions at the same rates. This is a voluntary product offered to employees through payroll deduction.

**COBRA Administration** - Gehring Group and staff recommend implementing the P&A Group as the administrator to ensure compliance with notification requirements as well as legislative changes. Additionally, staff has access to a dedicated account manager and COBRA beneficiaries have customer service support as well as online access. The estimated annual cost is \$800.



# EXHIBITS



**Village of Palm Springs**  
**Medical Insurance Evaluation**  
**Effective Date: April 1, 2021**

| Carrier                                   |               | Current                                                     | Renewal                                                     |
|-------------------------------------------|---------------|-------------------------------------------------------------|-------------------------------------------------------------|
| Plan Name / Network                       |               | Humana<br>HMO Premier<br>Open Access 16 Copay<br>In-Network | Humana<br>HMO Premier<br>Open Access 16 Copay<br>In-Network |
| <b>Calendar Year Deductible (CYD)</b>     |               |                                                             |                                                             |
| Single                                    |               | \$250                                                       | \$250                                                       |
| Family                                    |               | \$500                                                       | \$500                                                       |
| <b>Out of Pocket Maximum</b>              |               |                                                             |                                                             |
| Single                                    |               | \$5,000                                                     | \$5,000                                                     |
| Family                                    |               | \$10,000                                                    | \$10,000                                                    |
| Coinsurance                               |               | 0%                                                          | 0%                                                          |
| <b>Office Visits</b>                      |               |                                                             |                                                             |
| Primary Care Physician                    |               | \$25                                                        | \$25                                                        |
| Specialist Physician                      |               | \$40                                                        | \$40                                                        |
| Preventive Services                       |               | No Charge                                                   | No Charge                                                   |
| Urgent Care Center                        |               | \$40                                                        | \$40                                                        |
| <b>Independent Testing Facility</b>       |               | Quest & LabCorp                                             | Quest & LabCorp                                             |
| Lab / X-Ray                               |               | No Charge / No Charge                                       | No Charge / No Charge                                       |
| Advanced Imaging - CT, PET, MRI           |               | No Charge after CYD                                         | No Charge after CYD                                         |
| <b>Hospital Services</b>                  |               |                                                             |                                                             |
| Inpatient Hospital                        |               | No Charge after CYD                                         | No Charge after CYD                                         |
| Outpatient Hospital                       |               | No Charge after CYD                                         | No Charge after CYD                                         |
| Physician Services at Hospital            |               | No Charge after CYD                                         | No Charge after CYD                                         |
| Emergency Room                            |               | \$250                                                       | \$250                                                       |
| Mental Health/Substance Abuse Inpatient   |               | No Charge after CYD                                         | No Charge after CYD                                         |
| Mental Health/Substance Abuse Outpatient  |               | \$25                                                        | \$25                                                        |
| <b>Prescription Drugs</b>                 |               |                                                             |                                                             |
| Tier 1                                    |               | \$10                                                        | \$10                                                        |
| Tier 2                                    |               | \$40                                                        | \$40                                                        |
| Tier 3                                    |               | \$60                                                        | \$60                                                        |
| Specialty                                 |               | 25% - 35% coinsurance                                       | 25% - 35% coinsurance                                       |
| Mail Order                                |               | 2.5x Retail                                                 | 2.5x Retail                                                 |
| <b>Medical</b>                            | <b>Enroll</b> |                                                             |                                                             |
| Employee                                  | 76            | \$607.66                                                    | \$607.66                                                    |
| Employee + Spouse                         | 22            | \$1,270.00                                                  | \$1,270.00                                                  |
| Employee + Child(ren)                     | 28            | \$1,204.17                                                  | \$1,204.17                                                  |
| Employee + Family                         | <u>35</u>     | \$1,829.06                                                  | \$1,829.06                                                  |
| <b>Monthly Premium</b>                    | <b>161</b>    | <b>\$171,856</b>                                            | <b>\$171,856</b>                                            |
| <b>Annual Premium</b>                     |               | <b>\$2,062,272</b>                                          | <b>\$2,062,272</b>                                          |
| <b>\$ Increase as Compared to Current</b> |               | <b>N/A</b>                                                  | <b>\$0</b>                                                  |
| <b>% Increase as Compared to Current</b>  |               | <b>N/A</b>                                                  | <b>0.0%</b>                                                 |

**Village of Palm Springs**  
**Dental Insurance Evaluation**  
**Effective Date: April 1, 2021**

| SCHEDULE OF BENEFITS                                 | Current                                                     |               | Alternate Renewal                                           |               |
|------------------------------------------------------|-------------------------------------------------------------|---------------|-------------------------------------------------------------|---------------|
|                                                      | Humana<br>Traditional Preferred<br>with Extended Annual Max |               | Humana<br>Traditional Preferred<br>with Extended Annual Max |               |
| Plan Basics                                          | In-Network                                                  | Non-Network   | In-Network                                                  | Non-Network   |
| Calendar Year Maximum                                | \$1,000                                                     |               | \$1,000                                                     |               |
| Preventive Services Waived from Plan Annual Maximum? | No                                                          |               | Yes                                                         |               |
| Annual Deductible                                    |                                                             |               |                                                             |               |
| Single                                               | \$50                                                        | \$50          | \$50                                                        | \$50          |
| Family                                               | \$150                                                       | \$150         | \$150                                                       | \$150         |
| Deductible Waived for Preventive Services?           | Yes                                                         |               | Yes                                                         |               |
| Preventive & Diagnostic                              |                                                             |               |                                                             |               |
| Routine Oral Exam                                    | No Charge - 2X                                              |               | No Charge - 3X                                              |               |
| Teeth Cleaning                                       | No Charge - 2X                                              |               | No Charge - 3X                                              |               |
| Full Mouth/Panoramic X-rays                          | No Charge - 1X/3YR                                          |               | No Charge - 1X/3YR                                          |               |
| Basic                                                |                                                             |               |                                                             |               |
| Amalgam Fillings                                     | 80% after CYD                                               | 80% after CYD | 80% after CYD                                               | 80% after CYD |
| Simple Extractions                                   | 80% after CYD                                               | 80% after CYD | 80% after CYD                                               | 80% after CYD |
| Endodontics                                          | 80% after CYD                                               | 80% after CYD | 80% after CYD                                               | 80% after CYD |
| Periodontal Scaling                                  | 80% after CYD                                               | 80% after CYD | 80% after CYD                                               | 80% after CYD |
| Major                                                |                                                             |               |                                                             |               |
| Full or Partial Dentures                             | 50% after CYD                                               | 50% after CYD | 50% after CYD                                               | 50% after CYD |
| Crowns                                               | 50% after CYD                                               | 50% after CYD | 50% after CYD                                               | 50% after CYD |
| Orthodontia (up to age 19)                           |                                                             |               |                                                             |               |
| Benefit                                              | 50% after CYD                                               |               | 50% after CYD                                               |               |
| Lifetime Maximum                                     | \$2,000                                                     |               | \$2,000                                                     |               |
| Service Information                                  |                                                             |               |                                                             |               |
| Out of Network Benefits Payable Level                | Maximum Allowable Charge                                    |               | Maximum Allowable Charge                                    |               |
| Waiting Period                                       | None                                                        |               | None                                                        |               |
| Rate Guarantee                                       | Expires 3/31/2021                                           |               | Expires 3/31/2022                                           |               |
| Employee 80                                          | \$20.31                                                     |               | \$21.35                                                     |               |
| Employee + Spouse 22                                 | \$40.62                                                     |               | \$42.69                                                     |               |
| Employee + Child(ren) 28                             | \$63.76                                                     |               | \$67.01                                                     |               |
| Employee + Family 35                                 | \$86.90                                                     |               | \$91.33                                                     |               |
| Monthly Premium 165                                  | \$7,345                                                     |               | \$7,720                                                     |               |
| Annual Premium                                       | \$88,143                                                    |               | \$92,640                                                    |               |
| \$ Increase/Decrease                                 | N/A                                                         |               | \$4,497                                                     |               |
| % Increase/Decrease                                  | N/A                                                         |               | 5.1%                                                        |               |

Out of Network Benefits May Be Subject to Balance Billing

**Village of Palm Springs**  
**Vision Insurance Evaluation**  
**Effective Date: April 1, 2021**

**Current/Renewal**

| <b>Carrier Network</b>               |            | <b>Humana<br/>Humana Insight Network</b> |                      |
|--------------------------------------|------------|------------------------------------------|----------------------|
| <b><u>Copays</u></b>                 |            |                                          |                      |
| Exam                                 |            | \$10                                     |                      |
| Materials                            |            | \$15                                     |                      |
| <b><u>Frequency</u></b>              |            |                                          |                      |
| Exam                                 |            | 12 Months                                |                      |
| Lenses                               |            | 12 Months                                |                      |
| Frames                               |            | 24 Months                                |                      |
| <b><u>Benefits Payable</u></b>       |            | <b>Copay</b>                             | <b>Reimbursement</b> |
| Eye Exam                             |            | \$10                                     | Up to \$30           |
| Single Lenses                        |            | \$15                                     | Up to \$25           |
| Bifocal Lenses                       |            | \$15                                     | Up to \$40           |
| Trifocal Lenses                      |            | \$15                                     | Up to \$60           |
| <b><u>Frames</u></b>                 |            | <b>Allowance</b>                         | <b>Reimbursement</b> |
| Frames                               |            | \$130, 20% off Balance                   | Up to \$65           |
| <b><u>Contacts</u></b>               |            |                                          |                      |
| Contact Lenses (Elective)            |            | \$130 Allowance                          | Up to \$104          |
| Contact Lenses (Medically Necessary) |            | No Charge                                | Up to \$200          |
| Contact Lens (Fitting and Follow Up) |            | Up to \$40 Copay                         | N/A                  |
| <b>Rate Guarantee</b>                |            | Expires 3/31/2023                        |                      |
| Employee                             | 52         | \$4.60                                   |                      |
| Employee + Spouse                    | 18         | \$9.20                                   |                      |
| Employee + Child(ren)                | 14         | \$10.32                                  |                      |
| Employee + Family                    | <u>16</u>  | \$15.30                                  |                      |
| <b>Monthly Premium</b>               | <b>100</b> | <b>\$794</b>                             |                      |
| <b>Annual Premium</b>                |            | <b>\$9,529</b>                           |                      |
| <b>\$ Increase</b>                   |            | <b>N/A</b>                               |                      |
| <b>% Increase</b>                    |            | <b>N/A</b>                               |                      |

**Village of Palm Springs**  
**Basic Life Insurance Renewal Evaluation**  
**Effective Date: April 1, 2021**



**Current/Renewal**

| Basic Life / AD&D                          |                        | Mutual of Omaha                                                                                |
|--------------------------------------------|------------------------|------------------------------------------------------------------------------------------------|
| <b>Benefits</b>                            |                        |                                                                                                |
| Eligibility                                |                        | All Active Employees Working 30 Hours Per Week                                                 |
| Class 1: Active Employees                  |                        | \$50,000                                                                                       |
| Class 2: Retirees                          |                        | \$5,000                                                                                        |
| Guarantee Issue                            |                        | Class 1: \$50,000<br>Class 2: \$5,000                                                          |
| Dependent Basic Life benefit               |                        | Spouse - \$2,000<br>Child (6 Months to 26 Years) - \$1,000<br>Child (14 Days-6 months) - \$500 |
| Benefit Reduction Schedule (Class 1)       |                        | None                                                                                           |
| <b>Features</b>                            |                        |                                                                                                |
| Waiver of Premium                          |                        | Class 1: Included<br>Class 2: Excluded                                                         |
| Conversion Privilege                       |                        | Class 1: Included<br>Class 2: Included                                                         |
| Accelerated Death Benefit                  |                        | Class 1: Included<br>Class 2: Included                                                         |
| Accidental Death & Dismemberment (Class 1) |                        | Equal to Basic Term Life                                                                       |
| <b>Rate Guarantee Period</b>               |                        | <b>Expires 3/31/2022</b>                                                                       |
| <b>Rates per \$1,000 or Unit</b>           | <b>Current Volume:</b> |                                                                                                |
| Spouse & Child Rate / Family Unit          | 83                     | \$0.600                                                                                        |
| Class 1 - Basic Life Rate / \$1,000        | \$8,500,000            | \$0.090                                                                                        |
| Class 2 - Basic Life Rate / \$1,000        | \$140,000              | \$0.090                                                                                        |
| Class 1 - AD&D Rate / \$1,000              | \$8,500,000            | \$0.020                                                                                        |
| <b>Total Monthly Premium</b>               |                        | <b>\$997</b>                                                                                   |
| <b>Total Annual Premium</b>                |                        | <b>\$11,969</b>                                                                                |
| <b>\$ Increase</b>                         |                        | <b>N/A</b>                                                                                     |
| <b>% Increase</b>                          |                        | <b>N/A</b>                                                                                     |

**Village of Palm Springs**  
**Supplemental Life Insurance Renewal Evaluation**  
**Effective Date: April 1, 2021**

**Current/Renewal**

| <b>Supplemental Life</b>     | <b>Mutual of Omaha</b>                                                                   |
|------------------------------|------------------------------------------------------------------------------------------|
| <b>Core Benefit</b>          |                                                                                          |
| Eligibility                  | All Active Employees Working 30 Hours per Week                                           |
| Employee Benefit             | Increments of \$10,000<br>Maximum of 5x Salary or \$300,000                              |
| All Eligible Spouses         | Increments of \$5,000, \$100,000 Maximum<br><i>Not to Exceed 100% of Employee Amount</i> |
| All Eligible Child(ren)      | 14 Days to 26 Years: \$10,000                                                            |
| <b>Features</b>              |                                                                                          |
| Guarantee Issue Employee     | 5X Salary, up to \$100,000                                                               |
| Guarantee Amount Spouse      | \$30,000                                                                                 |
| Benefit Reduction Schedule   | 65% at Age 65<br>40% at Age 70<br>25% at Age 75                                          |
| Waiver of Premium            | Included                                                                                 |
| Portability & Conversion     | Included                                                                                 |
| <b>Rate Guarantee Period</b> | <b>Expires 03/31/2022</b>                                                                |
| <b>Rates per \$1,000</b>     |                                                                                          |
| <b>Core Benefit</b>          |                                                                                          |
| Up to Age 29                 | \$0.090                                                                                  |
| Age 30 - 34                  | \$0.100                                                                                  |
| Age 35 - 39                  | \$0.140                                                                                  |
| Age 40 - 44                  | \$0.220                                                                                  |
| Age 45 - 49                  | \$0.370                                                                                  |
| Age 50 - 54                  | \$0.550                                                                                  |
| Age 55 - 59                  | \$0.820                                                                                  |
| Age 60 - 64                  | \$1.350                                                                                  |
| Age 65 - 69                  | \$2.440                                                                                  |
| Age 70 - 74                  | \$3.450                                                                                  |
| Age 75-79                    | \$7.450                                                                                  |
| Age 80-99                    | \$7.450                                                                                  |
| Child Life                   | \$0.200                                                                                  |
| AD&D                         | \$0.030                                                                                  |
| Child AD&D                   | \$0.030                                                                                  |

**Village of Palm Springs**  
**Voluntary Long Term Disability Insurance Evaluation**  
**Effective Date: April 1, 2021**

**Current/Renewal**

| Long Term Disability              | Mutual of Omaha                                      |
|-----------------------------------|------------------------------------------------------|
| Eligibility                       | All Active Employees Working 40 Hours Per Week       |
| Elimination Period                | Later of: 90 Days or Date Short-Term Disability Ends |
| Monthly Benefit                   | 60% of Monthly Earnings                              |
| Maximum Monthly Benefit           | \$6,000                                              |
| Minimum Monthly Benefit           | \$100                                                |
| Own Occupation                    | 24 Months                                            |
| Maximum Benefit Period            | RBD to SSNRA                                         |
| Waiver of Premium                 | Included                                             |
| Mental Illness Limitation         | 24 months                                            |
| Drug and Alcohol Limitation       | 24 months                                            |
| Pre-Existing Condition Limitation | 3/12                                                 |
| <b>Rate Guarantee Period</b>      | <b>Expires 3/31/2022</b>                             |
| Rates / \$100 of covered payroll  |                                                      |
| <b>Under 25</b>                   | \$0.180                                              |
| <b>Age 25-29</b>                  | \$0.180                                              |
| <b>Age 30 - 34</b>                | \$0.260                                              |
| <b>Age 35 - 39</b>                | \$0.380                                              |
| <b>Age 40 - 44</b>                | \$0.530                                              |
| <b>Age 45 - 49</b>                | \$0.960                                              |
| <b>Age 50 - 54</b>                | \$1.270                                              |
| <b>Age 55 - 59</b>                | \$1.770                                              |
| <b>Age 60 - 64</b>                | \$1.570                                              |
| <b>Age 65 - 69</b>                | \$0.960                                              |
| <b>Age 70 - 74</b>                | \$0.620                                              |
| <b>Age 75 - 99</b>                | \$0.620                                              |

**Village of Palm Springs**  
**Identity Theft Plan Evaluation**  
**Effective Date: April 1, 2021**

**Current/Renewal**

| <b>ID Theft</b>                                        |   | <b>InfoArmor/AllState<br/>Identity Protection Pro Plus</b>   |  |
|--------------------------------------------------------|---|--------------------------------------------------------------|--|
| Coverage Eligibility                                   |   | All FT Active Employees and depts under roof or under wallet |  |
| Waiting Period for Eligibility                         |   | Client's Discretion                                          |  |
| Service Hours                                          |   | 24/7/365                                                     |  |
| Consultations via web, video, phone, in person         |   | All                                                          |  |
| Dedicated Account Manager                              |   | Yes                                                          |  |
| Identity Theft Insurance                               |   | \$1 Million                                                  |  |
| Credit Monitoring                                      |   | Included - Tri-Bureau                                        |  |
| Identity Monitoring                                    |   | Yes                                                          |  |
| Cyber Monitoring                                       |   | Yes                                                          |  |
| Social Media Monitoring                                |   | Yes                                                          |  |
| Social Account Take Over                               |   | Yes                                                          |  |
| Dark Web Monitoring                                    |   | Comprehensive with human operatives                          |  |
| Deceased Family Member Coverage                        |   | Yes                                                          |  |
| Lost Wallet Protection & Surveillance                  |   | Yes                                                          |  |
| Credit Freeze Assistance                               |   | Yes                                                          |  |
| Legal Documents included, if required for Restoration? |   | Yes                                                          |  |
| Stolen Funds Reimbursement                             |   | Yes                                                          |  |
| Tax Fraud Refund Advance                               |   | Yes                                                          |  |
| Describe Identity Theft Resolution                     |   | Included - Account Manager                                   |  |
| Pre-Existing Identity Theft                            |   | Yes                                                          |  |
| Portable                                               |   | Yes                                                          |  |
| Rate Guarantee                                         |   | 12/31/2024                                                   |  |
| Participation Requirement                              |   | None                                                         |  |
| <b>Monthly Premium</b>                                 |   | <b>Voluntary</b>                                             |  |
| Employee Only                                          | 3 | \$9.95                                                       |  |
| Employee + Family                                      | 5 | \$17.95                                                      |  |
| <b>Monthly Premium</b>                                 |   | <b>\$120</b>                                                 |  |
| <b>Annual Premium</b>                                  |   | <b>\$1,435</b>                                               |  |

**Village of Palm Springs**  
**Voluntary Pet Insurance Renewal Evaluation**  
**Effective Date: April 1, 2020**

|                                               | <b>Option 1</b>                                                |                                                                            | <b>Option 2</b>                                                                 |                       | <b>Option 3</b>                                                 |                       |
|-----------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------------------|-----------------------|
| <b>Carrier</b>                                | <b>Nationwide</b>                                              |                                                                            | <b>Pet Benefit Solutions</b>                                                    |                       | <b>Pet Benefit Solutions</b>                                    |                       |
| <b>Plan Design</b>                            | <b>My Pet Protection (Base Plan)</b>                           | <b>My Pet Protection w/ Wellness</b>                                       | <b>Pet Assure</b>                                                               |                       | <b>Pet Plus (Rx)</b>                                            |                       |
| <b>Nature of Coverage</b>                     | <b>Reimbursement Plan</b>                                      |                                                                            | <b>Discount Plans</b>                                                           |                       | <b>Discount Plans</b>                                           |                       |
| Veterinary Providers                          | No Restrictions                                                |                                                                            | Must use an In Network Provider                                                 |                       | N/A                                                             |                       |
| Deductible                                    | \$250                                                          |                                                                            | N/A                                                                             |                       | N/A                                                             |                       |
| Reimbursement/Discount                        | 90%, \$7,500 Annual Limit                                      |                                                                            | 25%                                                                             |                       | Varies, Up to 50% off                                           |                       |
| Services Applicable to Reimbursement/Discount | Hospital, Accidents, Illness, Surgeries, X-Ray, Prescriptions  | All Base Plan Services + Wellness Exams, Vaccinations, Dental, Spay/Neuter | Hospital, Office/ER Visits, Surgeries, X-Ray, Vaccinations, Dental, Spay/Neuter |                       | Prescriptions, Grooming Supplies, Food/Supplements, Toys/Treats |                       |
| <b>Features</b>                               |                                                                |                                                                            |                                                                                 |                       |                                                                 |                       |
| Eligibility                                   | All Pets, No Age Limits                                        |                                                                            | All Pets                                                                        |                       | All Cats and Dogs regardless of age, breed, health              |                       |
| Claim Forms                                   | Online, Mail, Email, Fax or App                                |                                                                            | N/A                                                                             |                       | N/A                                                             |                       |
| Mode of Reimbursement                         | Direct Deposit                                                 |                                                                            | Time of Purchase                                                                |                       | Time of Purchase                                                |                       |
| Payment Method                                | Direct Bill                                                    |                                                                            | Payroll Deductions                                                              |                       | Payroll Deductions                                              |                       |
| Additional Services Available                 | 24/7 Vet Helpline, Missing Pet Replacement, Mortality Coverage |                                                                            | 24/7 Lost Pet Recovery Service                                                  |                       | 24/7 Pet Help Line                                              |                       |
| Participation Requirement                     | None                                                           |                                                                            | None                                                                            |                       | None                                                            |                       |
| <b>Pet Type</b>                               | <b>Dog/Cat (Any Age, Breed, or Size)</b>                       | <b>Dog/Cat (Any Age, Breed, or Size)</b>                                   | <b>Single Pet</b>                                                               | <b>Unlimited Pets</b> | <b>Single Pet</b>                                               | <b>Unlimited Pets</b> |
| <b>Monthly Rates</b>                          | <b>\$44.80/\$26.88</b>                                         | <b>\$97.05/\$58.23</b>                                                     | <b>\$8.00</b>                                                                   | <b>\$11.00</b>        | <b>\$3.75</b>                                                   | <b>\$7.50</b>         |

**Village of Palm Springs**  
**Employee Assistance Program**  
**Effective Date: April 1, 2021**



|                                         | Current                                                                                                         | Renewal                                                                                                         |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
|                                         | Humana                                                                                                          | Humana                                                                                                          |
| Number of Sessions                      | 6 Sessions                                                                                                      | 6 Sessions                                                                                                      |
| Dependents Coverage                     | Covers all household members                                                                                    | Covers all household members                                                                                    |
| Manager & Supervisor Training           | Training programs and one-hour seminars are available via on-site presentations, webinars, and teleconferences. | Training programs and one-hour seminars are available via on-site presentations, webinars, and teleconferences. |
| Comprehensive Reporting                 | Quarterly as Requested                                                                                          | Quarterly as Requested                                                                                          |
| Mandatory Management Referral           | Included                                                                                                        | Included                                                                                                        |
| Critical Incident Briefing (Telephonic) | Included                                                                                                        | Included                                                                                                        |
| Telehealth Features                     | Unlimited telephone consultation                                                                                | Unlimited telephone consultation                                                                                |
| Legal/Financial Services                | 30 Minute Consultations with Attorneys and Financial Counselors                                                 | 30 Minute Consultations with Attorneys and Financial Counselors                                                 |
| <b>Rate Guarantee Period</b>            | <b>3/31/2021</b>                                                                                                | <b>3/31/2022</b>                                                                                                |
| <b>PEPM 170</b>                         | <b>\$0.71</b>                                                                                                   | <b>\$0.66</b>                                                                                                   |
| <b>Monthly Premium</b>                  | <b>\$121</b>                                                                                                    | <b>\$112</b>                                                                                                    |
| <b>Annual Premium</b>                   | <b>\$1,448</b>                                                                                                  | <b>\$1,346</b>                                                                                                  |
| <b>\$ Increase / (Decrease)</b>         | <b>N/A</b>                                                                                                      | <b>(\$102)</b>                                                                                                  |
| <b>% Increase / (Decrease)</b>          | <b>N/A</b>                                                                                                      | <b>-7.0%</b>                                                                                                    |

**Village of Palm Springs**  
**COBRA Evaluation**  
**Effective Date: April 1, 2021**

|                                                | Current                             | Proposed                      |
|------------------------------------------------|-------------------------------------|-------------------------------|
|                                                | WageWorks (Humana)                  | P&A Group                     |
| <b>Administration</b>                          |                                     |                               |
| Re-enrollment of Coverage after COBRA Election | Included                            | Included                      |
| HR Web Administration Services                 | Included                            | Included                      |
| COBRA Participants Payment Options             | Check, Online Via Debit/Credit, ACH | Check, ACH, IVR phone payment |
| Dedicated Account Manager                      | No                                  | Yes                           |
| <b>Fees Per Service</b>                        |                                     |                               |
| Implementation/Startup Fee                     | N/A                                 | \$250                         |
| Annual Renewal Fee                             | \$0                                 | \$0                           |
| Takeover Fee 2                                 | N/A                                 | \$0                           |
| Blanket/Initial Notice to All Employees        | \$0.00                              | \$3.25 per letter             |
| Initial Notice to New Hires                    | Included                            | \$12                          |
| Qualifying Event Notifications (Per Event)     | Included                            | \$24                          |
| <b>Monthly Premium</b>                         |                                     | <b>\$500 Retainer</b>         |
| <b>Rate Guarantee</b>                          | <b>Terminating 3/31/21</b>          | 3/31/2025                     |
| Minimum Monthly Charge                         | \$0                                 | N/A                           |
| <b>Per Employee Per Month</b> 161              | <b>\$0.00</b>                       | <b>N/A</b>                    |
| <b>Monthly Premium</b>                         | <b>\$0</b>                          | <b>N/A</b>                    |
| <b>2021 Estimated Annual Fee</b>               | <b>\$0</b>                          | <b>\$800.00<sup>(1)</sup></b> |

<sup>(1)</sup>Based on estimated activity 2021. The \$500 retainer is a an annual lump sum payment and is debited until it reaches \$0. If activity exceeds \$500, Village pays per service. If activity is less than \$500, no portion of the annual cost will be returned to the Village.

Village of Palm Springs  
Employee Benefits Executive Summary - 52 pay periods  
Effective: April 1, 2021



| CURRENT                        |     |                                               |                   |                       |                  | RENEWAL                                       |                   |                       |                  |
|--------------------------------|-----|-----------------------------------------------|-------------------|-----------------------|------------------|-----------------------------------------------|-------------------|-----------------------|------------------|
|                                |     | Total                                         | Employee Monthly  | Employee Per Pay (52) | Employer Monthly | Total                                         | Employee Monthly  | Employee Per Pay (52) | Employer Monthly |
| <u>Medical Insurance</u>       |     | <u>Humana - Includes Dental Contributions</u> |                   |                       |                  | <u>Humana - Includes Dental Contributions</u> |                   |                       |                  |
| Employee Only                  | 76  | \$607.66                                      | \$67.17           | \$15.50               | \$540.49         | \$607.66                                      | \$67.17           | \$15.50               | \$540.49         |
| Employee + 1 Spouse            | 22  | \$1,270.00                                    | \$210.17          | \$48.50               | \$1,059.83       | \$1,270.00                                    | \$210.17          | \$48.50               | \$1,059.83       |
| Employee + 1 Child             | 19  | \$1,204.17                                    | \$210.17          | \$48.50               | \$994.00         | \$1,204.17                                    | \$210.17          | \$48.50               | \$994.00         |
| Employee + 2 Child(ren)        | 7   | \$1,204.17                                    | \$340.17          | \$78.50               | \$864.00         | \$1,204.17                                    | \$340.17          | \$78.50               | \$864.00         |
| Employee + 3 Child(ren)        | 2   | \$1,204.17                                    | \$426.83          | \$98.50               | \$777.34         | \$1,204.17                                    | \$426.83          | \$98.50               | \$777.34         |
| Employee + Family              | 35  | \$1,829.06                                    | \$426.83          | \$98.50               | \$1,402.23       | \$1,829.06                                    | \$426.83          | \$98.50               | \$1,402.23       |
| Monthly Premium                | 161 | \$171,856                                     | \$31,896          |                       | \$139,961        | \$171,856                                     | \$31,896          |                       | \$139,961        |
| Annual Premium                 |     | \$2,062,272                                   | \$382,746         |                       | \$1,679,526      | \$2,062,272                                   | \$382,746         |                       | \$1,679,526      |
| Total \$ Increase/Decrease     |     | N/A                                           | N/A               |                       | N/A              | \$0                                           | \$0               |                       | \$0              |
| Total % Increase/Decrease      |     | N/A                                           | N/A               |                       | N/A              | 0.0%                                          | 0.0%              |                       | 0.0%             |
| <u>Dental Insurance</u>        |     | <u>Humana</u>                                 |                   |                       |                  | <u>Humana</u>                                 |                   |                       |                  |
| Employee Only                  | 80  | \$20.31                                       | \$0.00            | \$0.00                | \$20.31          | \$21.35                                       | \$0.00            | \$0.00                | \$21.35          |
| Employee + 1 Spouse            | 22  | \$40.62                                       | \$0.00            | \$0.00                | \$40.62          | \$42.69                                       | \$0.00            | \$0.00                | \$42.69          |
| Employee + 1 Child             | 19  | \$63.76                                       | \$0.00            | \$0.00                | \$63.76          | \$67.01                                       | \$0.00            | \$0.00                | \$67.01          |
| Employee + 2 Child(ren)        | 7   | \$63.76                                       | \$0.00            | \$0.00                | \$63.76          | \$67.01                                       | \$0.00            | \$0.00                | \$67.01          |
| Employee + 3 Child(ren)        | 2   | \$63.76                                       | \$0.00            | \$0.00                | \$63.76          | \$67.01                                       | \$0.00            | \$0.00                | \$67.01          |
| Employee + Family              | 35  | \$86.90                                       | \$0.00            | \$0.00                | \$86.90          | \$91.33                                       | \$0.00            | \$0.00                | \$91.33          |
| Monthly Premium                | 165 | \$7,345                                       | \$0               |                       | \$7,345          | \$7,720                                       | \$0               |                       | \$7,720          |
| Annual Premium                 |     | \$88,143                                      | \$0               |                       | \$88,143         | \$92,640                                      | \$0               |                       | \$92,640         |
| Total \$ Increase/Decrease     |     | N/A                                           | N/A               |                       | N/A              | \$4,497                                       | \$0               |                       | \$4,497          |
| Total % Increase/Decrease      |     | N/A                                           | N/A               |                       | N/A              | 5.1%                                          | 0.0%              |                       | 5.1%             |
| <u>Vision Insurance</u>        |     | <u>Humana (12 pay periods)</u>                |                   |                       |                  | <u>Humana (12 pay periods)</u>                |                   |                       |                  |
| Employee Only                  | 52  | \$4.60                                        | \$4.60            | \$4.60                | \$0.00           | \$4.60                                        | \$4.60            | \$4.60                | \$0.00           |
| Employee + Spouse              | 18  | \$9.20                                        | \$9.20            | \$9.20                | \$0.00           | \$9.20                                        | \$9.20            | \$9.20                | \$0.00           |
| Employee + Children            | 14  | \$10.32                                       | \$10.32           | \$10.32               | \$0.00           | \$10.32                                       | \$10.32           | \$10.32               | \$0.00           |
| Employee + Family              | 16  | \$15.30                                       | \$15.30           | \$15.30               | \$0.00           | \$15.30                                       | \$15.30           | \$15.30               | \$0.00           |
| Monthly Premium                | 100 | \$794                                         | \$794             | \$0                   |                  | \$794                                         | \$794             | \$0                   |                  |
| Annual Premium                 |     | \$9,529                                       | \$9,529           | \$0                   |                  | \$9,529                                       | \$9,529           | \$0                   |                  |
| Total \$ Increase/Decrease     |     | N/A                                           | N/A               |                       | N/A              | \$0                                           | \$0               |                       | \$0              |
| Total % Increase/Decrease      |     | N/A                                           | N/A               |                       | N/A              | 0.0%                                          | 0.0%              |                       | 0.0%             |
| <u>Basic Life and AD&amp;D</u> |     | <u>Mutual of Omaha (\$50K FLAT)</u>           |                   |                       |                  | <u>Mutual of Omaha (\$50K FLAT)</u>           |                   |                       |                  |
| Basic Life/\$1,000             |     | \$0.09                                        | \$0.00            | \$0.00                | \$0.09           | \$0.09                                        | \$0.00            | \$0.00                | \$0.09           |
| AD&D/\$1,000                   |     | \$0.02                                        | \$0.00            | \$0.00                | \$0.02           | \$0.02                                        | \$0.00            | \$0.00                | \$0.02           |
| Estimated Volume (Life)        |     | \$8,640,000                                   | \$0               |                       | \$8,640,000      | \$8,640,000                                   | \$0               |                       | \$8,640,000      |
| Estimated Volume (AD&D)        |     | \$8,500,000                                   | \$0               |                       | \$8,500,000      | \$8,500,000                                   | \$0               |                       | \$8,500,000      |
| Monthly Premium                |     | \$948                                         | \$0               |                       | \$948            | \$948                                         | \$0               |                       | \$948            |
| Annual Premium                 |     | \$11,371                                      | \$0               |                       | \$11,371         | \$11,371                                      | \$0               |                       | \$11,371         |
| \$ Increase/Decrease           |     | N/A                                           | N/A               |                       | N/A              | \$0                                           | \$0               |                       | \$0              |
| % Increase/Decrease            |     | N/A                                           | N/A               |                       | N/A              | 0.0%                                          | 0.0%              |                       | 0.0%             |
| <u>Dependent Basic Life</u>    |     | <u>Mutual of Omaha</u>                        |                   |                       |                  | <u>Mutual of Omaha</u>                        |                   |                       |                  |
| Dependent Life/Family Unit     |     | \$0.60                                        | \$0.00            | \$0.00                | \$0.60           | \$0.60                                        | \$0.00            | \$0.00                | \$0.60           |
| Estimated Units                | 83  | 0                                             | 0                 | 0                     | 83               | 83                                            | 0                 | 0                     | 83               |
| Monthly Premium                |     | \$50                                          | \$0               |                       | \$50             | \$50                                          | \$0               |                       | \$50             |
| Annual Premium                 |     | \$598                                         | \$0               |                       | \$598            | \$598                                         | \$0               |                       | \$598            |
| \$ Increase/Decrease           |     | N/A                                           | N/A               |                       | N/A              | \$0                                           | \$0               |                       | \$0              |
| % Increase/Decrease            |     | N/A                                           | N/A               |                       | N/A              | 0.0%                                          | 0.0%              |                       | 0.0%             |
| <u>Supplemental Life</u>       |     | <u>Mutual of Omaha</u>                        |                   |                       |                  | <u>Mutual of Omaha</u>                        |                   |                       |                  |
| Voluntary Life/\$1,000         |     |                                               | Rate based on age |                       |                  |                                               | Rate based on age |                       |                  |
| Voluntary Accident/\$1,000     |     |                                               | \$0.030           |                       |                  |                                               | \$0.030           |                       |                  |
| Dependent Child Life/\$10,000  |     |                                               | \$2.00            |                       |                  |                                               | \$2.00            |                       |                  |
| Dependent Child AD&D/\$10,000  |     |                                               | \$0.30            |                       |                  |                                               | \$0.30            |                       |                  |
| <u>Voluntary LTD</u>           |     | <u>Mutual of Omaha</u>                        |                   |                       |                  | <u>Mutual of Omaha</u>                        |                   |                       |                  |
|                                |     |                                               | Rate based on age |                       |                  |                                               | Rate based on age |                       |                  |
| <u>EAP</u>                     |     | <u>Humana (6 Sessions)</u>                    |                   |                       |                  | <u>Humana (6 Sessions)</u>                    |                   |                       |                  |
|                                |     | \$0.71                                        | \$0.00            | \$0.00                | \$0.71           | \$0.66                                        | \$0.00            | \$0.00                | \$0.66           |
| Monthly Premium                | 170 | \$121                                         | \$0               |                       | \$121            | \$112                                         | \$0               |                       | \$112            |
| Annual Premium                 |     | \$1,448                                       | \$0               |                       | \$1,448          | \$1,346                                       | \$0               |                       | \$1,346          |
| \$ Increase/Decrease           |     | N/A                                           | N/A               |                       | N/A              | -\$102                                        | \$0               |                       | -\$102           |
| % Increase/Decrease            |     | N/A                                           | N/A               |                       | N/A              | -7.0%                                         | 0.0%              |                       | -7.0%            |
| Total Annual Premium           |     | \$2,173,361                                   | \$392,275         |                       | \$1,781,086      | \$2,177,757                                   | \$392,275         |                       | \$1,785,482      |
| \$ Increase/Decrease           |     | N/A                                           | N/A               |                       | N/A              | \$4,395                                       | \$0               |                       | \$4,395          |
| % Increase/Decrease            |     | N/A                                           | N/A               |                       | N/A              | 0.2%                                          | 0.0%              |                       | 0.2%             |

## Village of Palm Springs 2020-2021 Timeline

| <u>Insurance Coverage</u>        | <u>Insurance Carrier</u> | <u>Renewal Date</u> |
|----------------------------------|--------------------------|---------------------|
| Medical                          | Humana                   | April 1, 2021       |
| Telehealth                       | Teladoc                  | January 1, 2021     |
| Dental                           | Humana                   | April 1, 2021       |
| Vision                           | Humana                   | April 1, 2023       |
| Basic Life and AD&D              | Mutual of Omaha          | April 1, 2022       |
| Voluntary Life and AD&D          | Mutual of Omaha          | April 1, 2022       |
| Voluntary Long-Term Disability   | Mutual of Omaha          | April 1, 2022       |
| Voluntary Short-Term Disability  | Mutual of Omaha          | April 1, 2022       |
| Individual Supplemental Benefits | Colonial                 | Ongoing             |
| Identity Theft Protection        | InfoArmor/AllState       | January 1, 2025     |
| Pet Insurance                    | Nationwide               | Ongoing             |
| Pet Insurance                    | Pet Benefit Solutions    | Ongoing             |
| Flexible Spending Administration | P&A Group                | October 1, 2021     |
| FMLA Administration              | BASIC                    | Ongoing             |
| COBRA Administration             | Humana                   | April 1, 2021       |
| Employee Assistance Program      | Humana                   | April 1, 2021       |

| <u>Proposed Schedule of Activities</u> |                                                               |
|----------------------------------------|---------------------------------------------------------------|
| <u>Date</u>                            | <u>Action</u>                                                 |
| 11/13/2020                             | RFP to be Advertised on DemandStar and Newspaper (by Village) |
| 12/16/2020                             | Proposals Due to Gehring Group                                |
| 12/17/2020 – 1/6/2021                  | RFP Responses Evaluated by Gehring Group                      |
| 1/6/2021                               | Medical/Dental Renewal released by Humana                     |
| 1/8/2021                               | Gehring Group Present Evaluation to Village Staff             |
| 1/15/2021                              | Best and Final Offers Due at Gehring Group                    |
| 1/19/2021                              | Gehring Group Present Best and Final Offers to Village Staff  |
| 1/22/2021                              | Union Presentation                                            |
| 1/22/2021                              | Village Final Decisions Due                                   |
| 1/29/2021                              | Agenda Item Due                                               |
| 2/11/2021                              | Council Meeting                                               |
| 1/22/2021 – 3/1/2021                   | Bentek & Open Enrollment Preparation                          |
| 2/25/2021 – 3/8/2021                   | Bentek Site Open                                              |
| 2/25/2021, 3/3/2021, 3/5/2021          | Open Enrollment Meetings                                      |
| April 1, 2021                          | Plan Effective Date                                           |

## Janette M. Piedra

---

**From:** Larry Fagan <larry@pbcpsba.org>  
**Sent:** Wednesday, February 3, 2021 1:45 PM  
**To:** Janette M. Piedra  
**Cc:** Ashley Saingilus; Ralph Fequiere  
**Subject:** Re: FW: Health Insurance Renewal

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.**

Spoke to Reps.

We are good to go.

Approved.

*Lawrence K. Fagan, Esq.*  
*Legal Counsel*

**Palm Beach County PBA**  
2100 N. Florida Mango Road  
West Palm Beach, FL 33409  
Phone: (561) 689-3745  
Fax: (561) 687-0154

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**IRS CIRCULAR 230 NOTICE:** To the extent this communication and/or any attachment(s) concern tax matters, it is not intended to be used, and cannot be used by any taxpayer for the purpose of avoiding penalties as may be imposed by law.

On Wed, Feb 3, 2021 at 12:22 PM Janette M. Piedra <[jpiedra@vpsfl.org](mailto:jpiedra@vpsfl.org)> wrote:

Good afternoon Mr. Fagan,

Just following up on this email. The 7 days has passed and the Council meeting is next week. As we have not heard back, it is my understanding PBA has no need to meet. Please let me know should this not be correct.

Hope you are well.

Regards,

Janette

**From:** Janette M. Piedra

**Sent:** Wednesday, January 20, 2021 3:02 PM

**To:** Larry Fagan <larry@pbcpba.org>

**Cc:** Ashley Saingilus <asaingilus@vpsfl.org>

**Subject:** Health Insurance Renewal

Good afternoon Mr. Fagan,

Attached please find a comparison for our current/renewal health, dental, vision and supplemental benefits for your review. Once again, an employee survey was distributed to assist Administration in determining the level of satisfaction with the Humana medical plan. The survey revealed that 77% had an overall positive experience with Humana. Due to the results of the employee survey and Humana's renewal offering being favorable and in line with the marketing results; it was determined that we stay with Humana for another year. Please note there are no significant or substantial changes except for a dental benefit enhancement. The blue font on the attached documents indicates the change.

If you would like to meet to discuss please let us know within 7 days. If you approve the renewal of the plans and do not wish to meet please respond to this email, indicating your approval. We would like to bring this to Council during the Regular Council Meeting on Thursday, February 11<sup>th</sup>.

Regards,



*Janette Piedra*

Human Resource Manager

226 Cypress Lane | Palm Springs, Florida 33461

Phone: 561.434.5082 | Fax: 561.304.4601

**PLEASE NOTE:** Florida has a very broad public records law. E-mail communications to or from the Village of Palm Springs officials and employees are public records and are available upon request. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the FBI CJIS Policy) via email is prohibited. If this message is unexpected or appears suspicious, please notify us immediately by replying to the message.

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[www.vpsfl.org](http://www.vpsfl.org)

## **Janette M. Piedra**

---

**From:** Rodrigo Hidalgo <rodrigo.hidalgo@seiufpsu.org>  
**Sent:** Thursday, January 21, 2021 1:02 PM  
**To:** Janette M. Piedra  
**Cc:** Ashley Saingilus; Thai M. Blanchette; Joseph Brenner  
**Subject:** Re: Health Insurance Renewal

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.**

Hello, Janette

After review with Our stewards the Union has no issues with these changes.

Thank you

Rodrigo hidalgo

FPSU Representative

On Jan 20, 2021, at 2:59 PM, Janette M. Piedra <jpiedra@vpsfl.org> wrote:

Good afternoon Rodrigo,

Attached please find a comparison for our current/renewal health, dental, vision and supplemental benefits for your review. Once again, an employee survey was distributed to assist Administration in determining the level of satisfaction with the Humana medical plan. The survey revealed that 77% had an overall positive experience with Humana. Due to the results of the employee survey and Humana's renewal offering being favorable and in line with the marketing results; it was determined that we stay with Humana for another year. Please note there are no significant or substantial changes except for a dental benefit enhancement. The blue font on the attached documents indicates the change.

**If you would like to meet to discuss please let us know within 7 days. If you approve the renewal of the plans and do not wish to meet please respond to this email, indicating your approval. We would like to bring this to Council during the Regular Council Meeting on Thursday, February 11<sup>th</sup>.**

Regards,

<image001.jpg>

*Janette Piedra*

Human Resource Manager  
226 Cypress Lane | Palm Springs, Florida 33461  
Phone: 561.434.5082 | Fax: 561.304.4601

**PLEASE NOTE:** Florida has a very broad public records law. E-mail communications to or from the Village of Palm Springs officials and employees are public records and are available upon request. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information ( outlined in the [FBI CJIS Policy](#) ) via email is prohibited. If this message is unexpected or appears suspicious, please notify us immediately by replying to the message.

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[www.vpsfl.org](http://www.vpsfl.org)

<Village of Palm Springs Renewal Evaluation.pdf>

<2021 Ins Renewal Memo - SEIU.pdf>



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 11, 2021

**DEPARTMENT:** Administration

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**ITEM 6.7:** Approve Insurance Broker/Consultant Services - Employee Benefits & Insurance – 3rd Addendum (Renewal) – Gehring Group

**SUMMARY:**

The Village has a need to utilize a consultant to assist in selecting providers for all employee benefits (i.e., health insurance, dental insurance, vision coverage and other ancillary products). Currently, the Village utilizes the Gehring Group to provide these important employee benefits and the existing one (1) year extension to the previously approved three (3) year contract will expire on March 31, 2021.

To ensure the lowest possible price, staff is recommending the Village renew/amend our existing agreement with Gehring Group, Inc. by accepting the third (3rd) and final one-year option to extend our contract award from December 10, 2015.

Note: The selection by the Village of Palm Springs was originally completed through a competitive bid process - Agent for Record - Employee Benefit Broker (RFP #2016-001 - November 2, 2015). The bid was awarded to Gehring Group, Inc. for a period of three (3) years with an option for three (3), one (1) year renewals. {All original bid documents provided during the December 10, 2015 Meeting authorizing the original agreement as well as the previously approved contract extension with Gehring Group, Inc. [Village of Palm Springs - Agent for Record - Employee Benefit Broker (RFP #2016-001 - November 2, 2015)] are available in the Clerk's Office}.

If approved, the Village would renew our existing agreement with the Gehring Group for one (1) year by extending our contract including all terms, conditions, and pricing therein. The term of the proposed extended contract would expire on March 31, 2022. 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.

Note: The proposed contract amendment (renewal) would provide the same pricing that the Village is currently receiving.

The proposed 3rd and final amendment/renewal to the existing Employee Benefits & Insurance Agreement was prepared by the Gehring Group and reviewed by the Human Resource Manager, the Senior Administrative Manager, the Finance Director and the Village Attorney.

Note: The Agent of Record Agreement Letter to accompany the 3rd Addendum will be provided prior to the Council Meeting.

The Village currently works with the Gehring Group where they serve as the Village's broker for liability and workers compensation claims as well as employee benefits and insurance services. They have provided excellent customer service and assisted in ensuring that the Village's insurance premiums were lower than expected (based on claims and experience).

**FISCAL IMPACT:**

Funding to support this service is available within the FY 2021 Budget - General Fund and Water & Sewer Enterprise 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:**

3rd and Final Addendum to Agreement - Gehring Group

Letter to Village to Renew Agent of Record Agreement for Employee Benefits - 3rd one year renewal

2nd Addendum to Agreement - Gehring Group

1st Addendum to Agreement - Gehring Group

Agent of Record Agreement - Gehring Group

### THIRDDADDENDUM TO AGENT OF RECORD AGREEMENT

**THIS ADDENDUM** is made and entered this \_\_\_\_ day of December, 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 Gehring Group, Inc.**, 4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, Florida 33410, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor."

#### RECITALS

**WHEREAS**, the Village and the Contractor entered into a written Agent of Record Agreement dated January 16, 2016 wherein Contractor provides Agent of Record and Employee Benefits Broker services to the Village (the "Agreement"); and

**WHEREAS**, the parties desire to exercise the third of the three (3) one-year renewal options;

**NOW THEREFORE**, the parties mutually agree to modify the following parts of the Agreement as set forth below:

1. Section 2 of the Agreement, TERM, is hereby amended to renew the Agreement for the third option to renew, and the Agreement shall now expire on March 31, 2022.
2. Except as otherwise provided herein all the terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Addendum on the day and year first above written.

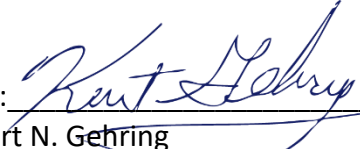
**VILLAGE OF PALM SPRINGS**

**THE GEHRING GROUP, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

By:  \_\_\_\_\_

Kurt N. Gehring

President and CEO

---

February 8, 2021

Richard J. Reade, Village Manager  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, Florida 33461-1699

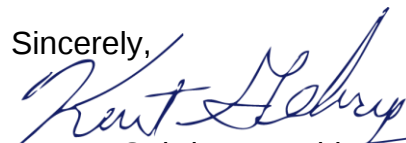
Re: Agent of Record Agreement between Village of Palm Springs and The Gehring Group, Inc. dated January 16, 2016 for Employee Benefit Broker Services (The "Agreement")

Dear Richard:

This letter will serve as authorization and consent on behalf of the Gehring Group, Inc. to renew the Agreement dated January 16, 2016 for Employee Benefit Broker Services between the Village of Palm Springs and the Gehring Group, Inc. for the third of three (3) one-year renewal periods up to and including March 31, 2022.

Thank you and we look forward to and are honored to service the needs of the Village of Palm Springs for the additional renewal period.

Sincerely,



Kurt N. Gehring, President and CEO

cc: Athena Erchard, Benefits Consultant – Gehring Group

## SECOND ADDENDUM TO AGENT OF RECORD AGREEMENT

**THIS ADDENDUM** is made and entered this \_\_\_\_ 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 **The Gehring Group, Inc.**, 4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, Florida 33410, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor."

### RECITALS

**WHEREAS**, the Village and the Contractor entered into a written Agent of Record Agreement dated January 16, 2016 wherein Contractor provides Agent of Record and Employee Benefits Broker services to the Village (the "Agreement");

**WHEREAS**, the parties desire to exercise the second of the three (3) one-year renewal options;

**NOW THEREFORE**, the parties mutually agree to modify the following parts of the Agreement as set forth below:

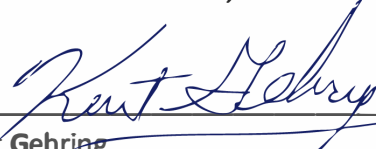
1. Section 2 of the Agreement, **TERM**, is hereby amended to renew the Agreement for one (1) additional one (1) year term commencing upon the expiration of the original term, March 31, 2020, and shall now expire on March 31, 2021 with one (1) additional one (1) year term remaining.
2. Except as otherwise provided herein all the terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this SecondAddendum on the day and year first above written.

**VILLAGE OF PALM SPRINGS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**THE GEHRING GROUP, INC.**

By:   
Kurt Gehring  
President

### FIRST ADDENDUM TO AGENT OF RECORD AGREEMENT

THIS ADDENDUM is made and entered this 14th day of February, 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 The Gehring Group, Inc., 4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, Florida 33410, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor."

### RECITALS

WHEREAS, the Village and the Contractor entered into a written Agent of Record Agreement dated January 16, 2016 wherein Contractor provides Agent of Record and Employee Benefits Broker services to the Village (the "Agreement");

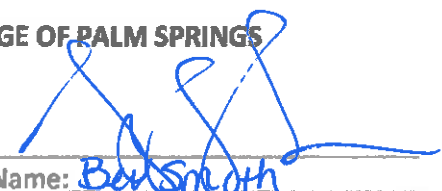
WHEREAS, the parties desire to exercise the first of the three (3) one-year renewal options;

NOW THEREFORE, the parties mutually agree to modify the following parts of the Agreement as set forth below:

1. Section 2 of the Agreement, TERM, is hereby amended to renew the Agreement for one (1) additional one (1) year term commencing upon the expiration of the original term, March 31, 2019, and shall now expire on March 31, 2020 with two (2) additional one (1) year terms remaining.
2. Except as otherwise provided herein all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum on the day and year first above written.

VILLAGE OF PALM SPRINGS

By: 

Print Name: Kimberly M. Bryan

Print Title: Mayor



THE GEHRING GROUP, INC.

By: 

Kurt N. Gehring

President and CEO

## **AGENT OF RECORD AGREEMENT**

**THIS AGENT OF RECORD AGREEMENT** ("Agreement" hereinafter) is made this 16<sup>th</sup> day of January, 2016 between the **Village of Palm Springs**, Florida, a municipal corporation ("VILLAGE" hereinafter), with its principle office located at 226 Cypress Lane, Palm Springs, Florida 33461 and **The Gehring Group, Inc.**, a corporation authorized to do business in the State of Florida, with an office located at 11505 Fairchild Gardens Ave., Suite 202, Palm Beach Gardens, FL 33410 ("CONSULTANT" hereinafter).

### **RECITALS**

WHEREAS, the VILLAGE is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the VILLAGE issued RFP #2016R-001 Agent of Record-Employee Benefit Broker services;

WHEREAS, CONSULTANT submitted a response to the RFP;

WHEREAS, the VILLAGE desires to accept CONSULTANT's proposal in order for the CONSULTANT to provide the VILLAGE with said services;

WHEREAS, the CONSULTANT further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and,

NOW THEREFORE, the VILLAGE hereby engages the CONSULTANT for the provision of agent of record-employee benefit broker services as detailed herein, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

1. RECITALS: The above RECITALS are incorporated into this Agreement as true and correct statements.

2. TERM: The term of this Agreement shall be for a three (3) year period commencing on the start of the 2016 Village benefits year (April 1). The Effective Date of this Agreement is the date the Mayor executes this Agreement. This Agreement may be renewed up to three (3) one (1) year periods, upon approval by both parties. Notwithstanding the foregoing, this Agreement may be terminated under the terms and conditions of this Agreement.

3. SCOPE OF SERVICES:

3.1 The scope of services is as set forth in RFP#2016R-001, attached hereto and incorporated herein as Exhibit "A" and as set forth in the CONSULTANT'S response to the RFP.

3.2 The CONSULTANT represents to the VILLAGE that the services to be performed under this Agreement shall be in accordance with accepted and established industry practices and procedures recognized in the CONSULTANT's area in general and that the CONSULTANT's services shall conform to the highest standards and in accordance with this Agreement.

3.3 The CONSULTANT represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the services to be completed under this Agreement. The CONSULTANT further warrants its capability and experience to perform the services provided for herein in a professional and competent manner and consistent with all applicable laws.

4. USE OF AGENTS OR ASSISTANTS: To the extent reasonably necessary to enable the CONSULTANT to perform its services hereunder, the CONSULTANT 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 its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONSULTANT.

5. PROJECT MANAGEMENT: Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONSULTANT under this Agreement. The Project Manager appointed by the VILLAGE will oversee the daily administration of the services to be performed by the CONSULTANT under this Agreement but is not authorized to modify this Agreement.

6. CONSULTANT shall provide/present to the VILLAGE project manager all proposals received regarding insurance benefits and CONSULTANT'S recommendations regarding the proposals no later than March 1 of each year.

7. FEE: The fee to be paid to the CONSULTANT shall be paid by the benefits provider, selected by the VILLAGE, as a percentage of the premium paid by the VILLAGE to the benefits provider. The percentage is as set forth in Exhibit "B", attached hereto and incorporated herein. CONSULTANT shall further provide the VILLAGE, on a quarterly basis, a statement of the commissions paid, to date, to CONSULTANT by the benefits provider for the annual benefits year.

8. MAXIMUM COSTS: The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services is the percentage of the premium as set forth in its

response to the RFP and no additional costs shall be authorized without prior written approval from VILLAGE's governing body.

**9. AUDIT BY VILLAGE:** The CONSULTANT 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 (excluding internal work papers, proprietary information, source code and software) related to the CONSULTANT's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for services performed and detailed documentation for all such services performed or to be performed under this Agreement.

**10. COPIES OF DATA/DOCUMENTS:** Copies or original documents prepared by the CONSULTANT in relation to services 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.

**11. OWNERSHIP:** Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement (excluding internal work papers, proprietary information, source code and software) shall be the exclusive property of the VILLAGE and shall be provided to the VILLAGE upon its request and in a format as requested by the VILLAGE.

**12. WRITTEN AUTHORIZATION REQUIRED:** As provided for herein, the CONSULTANT shall not make changes in the scope of services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the VILLAGE's Project Manager for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONSULTANT's sole risk and without payment from the VILLAGE.

### **13. DEFAULTS, TERMINATION OF AGREEMENT**

**13.1** If the Project Manager deems that the CONSULTANT is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the services specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Project Manager may give written notice to the CONSULTANT specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within ten (10) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the VILLAGE may take such action to remedy the default and all expenses related thereto

shall be borne by the CONSULTANT including utilization of another consultant or contractor to provide for such work; and/or, the VILLAGE may withhold any money due or which may become due to the CONSULTANT for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) days, the CONSULTANT has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the VILLAGE may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the VILLAGE reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT would be compensated only for those services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 13.2.

#### **14. INSURANCE**

14.1 The CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the VILLAGE, the types and amounts of insurance set forth below. The CONSULTANT shall not commence services until the required insurance is in force and evidence of insurance acceptable to the VILLAGE has been provided to, and approved by, the VILLAGE. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONSULTANT shall provide the VILLAGE with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. The required insurance is as follows:

| <b><u>Type of Coverage</u></b>                                                                                                                            | <b><u>Amount of Coverage</u></b>                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Professional liability/<br>Errors and Omissions                                                                                                           | \$1,000,000 per occurrence                                      |
| Commercial general liability<br>(Products/completed operations<br>Contractual, insurance broad form property,<br>Independent Consultant, personal injury) | \$1, 000,000 per occurrence<br><br>\$2,000,000 annual aggregate |
| Automobile (owned, non-owned, & hired)                                                                                                                    | \$ 1,000,000 single limits                                      |
| Worker's Compensation                                                                                                                                     | \$ statutory limits                                             |

The commercial general liability and automobile liability policies will name the Village as an additional insured.

14.2 The insurance provided by the CONSULTANT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village Commission shall be excess of, and shall not contribute with, the insurance provided by the CONSULTANT. Except as otherwise specified, no deductible or self-insured retention is permitted.

14.3 CONSULTANT's naming of the VILLAGE as an additional insured on its insurance policies as stated in Section 15.1 above pursuant to this Agreement shall afford coverage only for the negligence and willful acts of CONSULTANT pursuant to this Agreement and is limited to the terms and conditions of indemnity provisions in this Agreement. Notwithstanding anything to the contrary, CONSULTANT shall in no way be responsible for the defense or indemnity of matters arising or resulting from the VILLAGE's negligence, errors or omissions or willful misconduct of the VILLAGE.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONSULTANT shall relieve the CONSULTANT from responsibility to provide insurance as required by this Agreement.

14.5 The CONSULTANT's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the VILLAGE may use the services of another consultant or contractor without the VILLAGE incurring any liability to the CONSULTANT.

14.6 At its sole discretion, the VILLAGE may obtain or renew the CONSULTANT's insurance, and the VILLAGE may pay all or part of the premiums. Upon demand, the CONSULTANT shall repay the VILLAGE all monies paid to obtain or renew the insurance. The VILLAGE may offset the cost of the premium against any monies due the CONSULTANT from the VILLAGE.

15. WAIVER OF BREACH: The waiver of either parts 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.

#### 16. INDEMNITY:

16.1 The CONSULTANT shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the VILLAGE and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses

(including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the negligent acts of its agents, employees, sub-consultants/sub-contractors or by anyone the CONSULTANT directly or indirectly employed. The VILLAGE shall be solely responsible for its own negligence.

16.2 The CONSULTANT's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONSULTANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONSULTANT's failure to comply with this section's provisions shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

## **17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

17.1 This Agreement consists of the terms and conditions provided herein, RFP #2016R-001 and the CONSULTANT's response to the RFP. To the extent that there exists a conflict between this Agreement, the RFP, or the response, the order of precedence shall be, this Agreement, the RFP and the response. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

17.2 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. Except as specifically provided for herein, any modification to this Agreement requires the approval of the VILLAGE's Council.

## **18. ASSIGNMENT**

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONSULTANT. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONSULTANT and not for the benefit of any other party. The CONSULTANT 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.

18.2 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.

19. **SUCCESSORS AND ASSIGNS:** Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. **WAIVER OF TRIAL BY JURY:** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

21. **GOVERNING LAW AND REMEDIES:**

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 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.

22. **TIME IS OF THE ESSENCE:** Time is of the essence in the completion of tasks and services as specified herein.

23. **NOTICES:** 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 (3<sup>rd</sup>) 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 CONSULTANT 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 CONSULTANT to the VILLAGE shall be given to the VILLAGE address as follows:

Village of Palm Springs  
Attn: Village Manager  
226 Cypress Lane  
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the CONSULTANT shall be given to the CONSULTANT address as follows:

The Gehring Group, Inc.  
11505 Fairchild Gardens, Ave., Suite 202  
Palm Beach Gardens, FL 33410

**24. SEVERABILITY:** 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.

**25. DELAYS AND FORCES OF NATURE:** 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.

**26. COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

**27. LIMITATIONS OF LIABILITY:** VILLAGE agrees that the CONSULTANT'S aggregate liability to the VILLAGE, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses suffered by VILLAGE and arising from the services performed hereunder by the CONSULTANT shall not exceed five (5) times the amount of fees paid to the CONSULTANT hereunder; provided, however, that this limitation of liability shall not apply to (i) death or injury resulting from negligence by the CONSULTANT, (ii) willful misconduct, (iii) fraud by the CONSULTANT, or (iv) liability that cannot be excluded as to a matter of law. 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.

**28. PUBLIC ENTITY CRIMES:** CONSULTANT 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 CONSULTANT, supplier or sub-consultant/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. CONSULTANT will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

29. **PREPARATION:** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

30. **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 CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

31. **ENFORCEMENT COSTS:** 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.

32. **PUBLIC RECORDS:** Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the VILLAGE to keep and maintain in order to perform the services under this Agreement.
- (b) Provide the public with access to said public records on the same terms and conditions that the VILLAGE would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the VILLAGE all said public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the Village in a format that is compatible with the information technology systems of the Village.

**THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agent of Record Agreement on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

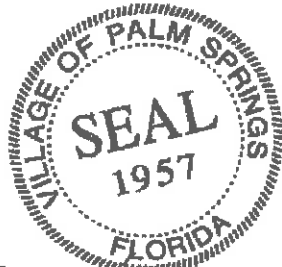
By: [Signature]  
Bev Smith, Mayor

Approved as to form and legal sufficiency:

ATTEST  
Execution:

[Signature]  
Jane Worth, Interim Village Clerk

[Signature]  
Glen J. Torcivia, Village Attorney



CONSULTANT: THE GEHRING GROUP, INC.

By: [Signature]

Print Name: Kurt N. Gehring

Title: President

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of January, 2016, by Kurt N. Gehring, as President of The Gehring 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 personally known as identification.

Notary Public



[Signature]  
Print Name: Valerie Jean Ensinger  
My commission expires: March 21, 2017

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **A. Scope of Services – Benefit Plan**

This section outlines the products and services that the Village of Palm Springs expects to receive from a qualified firm as a subject matter expert. Such firm shall assist in the design and implementation of a comprehensive employee benefits program for April 1, 2016 and beyond.

#### **ON-GOING SERVICES FOR HEALTH INSURANCE**

1. Monitor the programs' operations throughout the year to ensure that benefit providers are meeting all customer service requirements and standards.
2. Provide ongoing administrative support, as requested, by acting as a liaison between the Village of Palm Springs and providers to assist promptly with resolving claim disputes, contract administration and interpretations, and other issues.
3. Provide dedicated personnel as the primary contact for managing the account relationship with the Village of Palm Springs (specify names and areas of responsibility for each person).
4. Meet with specific Village of Palm Springs staff throughout the year as reasonably necessary (minimum is quarterly).
5. Coordinate annual audits of the Village of Palm Springs's benefits plans and associated vendors and prepare annual financial reports on the results of the completed plan year.
6. Prepare and deliver any necessary reports to Village of Palm Springs Employee Benefits Administrator, including, but not limited to, reports showing claims experience at intervals acceptable to the Village of Palm Springs.
7. Provide advice and assistance in the review Village of Palm Springs employee health and medical benefits program on a continuing basis to ensure that those plans are in compliance with state/federal requirements and their adequacy of benefits with respect to other plans.
8. Track, monitor and provide information on changes on any pending or new legislation whether state or Federal, including the Affordable Care Act, to the Village, as well as any employee benefit and funding trends that may affect the benefits program, as well as HIPAA, COBRA, etc.
9. Advise and assist the Village of Palm Springs as requested with:
  - a. Writing employee benefits plan modifications and/or new benefits plans and any required amendment approval process;
  - b. Submission of written reports and other documents as required by the state and/or federal government;

- c. Coordination of the annual employee wellness fair;
  - d. Monthly New Hire Benefits Orientation including coordination of benefit providers;
  - e. Open Enrollment including coordination of benefit providers;
  - f. Partnership and guidance for the Wellness Committee to provide effective and relevant programming.
- 10. Perform special projects as requested by the Village of Palm Springs, including but not limited to:
  - a. Development and assistance in the implementation of new insurance plans;
  - b. Assistance with adjudication of specific claims as requested by the Village of Palm Springs;
  - c. Recommendation of alternative benefit designs or delivery systems as dictated by emerging plan costs or benefits practices.
- 11. Retiree benefit administration.
- 12. Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required.
- 13. Maintain the confidentiality of Village of Palm Springs records and data where applicable under federal and state laws.
- 14. Provide the ability for on-line employee benefits registration (On-line portal)
- 15. Perform other related services on an "as needed basis"

#### **RENEWAL YEAR SERVICES**

- 1. Assist with annual open enrollment and provide the ability for on-line registration (On-line portal)
- 2. Using current Village of Palm Springs health and medical benefit plans as benchmarks, research, design and propose employee benefit plans for the Village of Palm Springs as appropriate.
- 3. Meet with Village of Palm Springs as necessary to discuss benefit plan options and establish goals and objectives for Village of Palm Springs's Benefits program.
- 4. Provide analysis of renewal of current plan, reviewing past performance.
- 5. Review additional available cost savings plan alternatives and creative funding options.
- 6. Determine the appropriate employee and employer benefit contribution levels.
- 7. Review and recommend annual contribution strategy from active participants and retirees.

8. Provide Village of Palm Springs with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming plan year.
9. Conduct renewal negotiations and develop appropriate information for management purposes.
10. Upon Village of Palm Springs's request, assist in coordinating a comprehensive "Request for Proposal" (RFP) a brokerage process to identify potential high quality Benefits vendors, according to established Village of Palm Springs guidelines. The scope of this RFP may include, but is not limited to: Medical, Dental, Vision, Basic Life, Voluntary Life, Accidental Death and Dismemberment, Short Term and Long Term Disability insurance providers.
11. Act as Lead Negotiator and Consultant to the Village of Palm Springs during benefit contract negotiations and renewals.
12. Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations.
13. Review plan documents (employee booklets) and master contracts before adoption and printing.
14. Assist with the planning and implementation of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes.
15. Assist with developing Village of Palm Springs employee benefit program communication materials. Coordinate the design, printing and production of those materials, as edited and approved by the Village of Palm Springs's Benefits Administrator.
16. Advise and assist the Village of Palm Springs Employee Benefits Administrator with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance.
17. Assist Village of Palm Springs with the development of performance guarantees relating to vendors' performance of services to the Village of Palm Springs, and evaluation of the performance of vendors.

**EXHIBIT "B"**  
**CONSULTANT'S PRICE PROPOSAL**

**TAB 4:****COMPENSATION AND PRICING****PRICING SCHEDULE (TAB #4)**

Proposers shall provide both a commission rate and flat fee rate for the services listed below. The Selection Committee shall utilize all pricing submitted as a basis for evaluation.

**BENEFIT PLAN INCLUDING MEDICAL AND DENTAL:**

| <b>Commission:</b>                   | <b>%</b>                                                                                        |
|--------------------------------------|-------------------------------------------------------------------------------------------------|
| Medical                              | 4% (excludes BenTek online enrollment portal)<br>5% (includes BenTek online enrollment portal)* |
| Dental                               | 5%                                                                                              |
| Life & AD&D<br>Voluntary Life & AD&D | 15%                                                                                             |
| Disability                           | 15%                                                                                             |
| Supplemental (Worksite)              | Carrier Standard Commission                                                                     |

Gehring Group is open to being compensated on a commission basis payable by the applicable carriers or a flat annual consulting fee (equal to the estimated commission) paid directly by the client. It is important to note that Gehring Group does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. We do not accept indirect compensation such as gifts or trips and we practice full disclosure relating to all direct and indirect compensation. Gehring Group is an independent agency, not affiliated with any particular insurance companies, third party administrators or provider networks. We do not have a fund or trust that we or a related entity holds, and we do not sell related third party insurance products. The relationships and recognitions Gehring Group does have with carriers are based on premium volume providing us with significant negotiating clout. As one of the top producing brokers/consultants for public sector entities throughout the state, our philosophy has always been to offer complete revenue disclosure upon request which we will continue to practice with the Trust.

Please note that under either arrangement there be will no additional charges to the Village as this arrangement includes:

- All travel costs
- Onsite attendance at annual Open Enrollment meetings as needed
- Development, production and printing of annual employee benefit booklet (200 copies for open enrollment and additional copies as needed throughout the year) and other employee communications (Samples included in Exhibit C)
- Access to Gehring Group Client Portal
- Access to ThinkHR online H.R. research tool

\*NOTE: In the event the Village is interested in transitioning to a paperless enrollment process via the implementation of the comprehensive year round benefits administration services and capabilities of the BenTek® Online Enrollment and Administration System, Gehring Group has included a pricing option

*Office of the Mayor*

**Village of Palm Springs, Florida**

**Proclamation**

**WHEREAS**, Officer Nathan G. Allen, Jr. was hired by the Village of Palm Springs Police Department on January 11, 2006, and he has served his department with pride, honor, respect, and duty for over 15 years, receiving numerous commendations; and

**WHEREAS**, Officer Nathan G. Allen Jr. was born in South Florida, attended John I. Leonard High School, and lived in Greenacres for most of his life; and

**WHEREAS**, Officer Nathan G. Allen Jr. also served our country for four years at the rank of sergeant in the United States Marines; and

**WHEREAS**, after his service in the Marines, he worked in building construction, including apartment complexes in Palm Springs such as Lakeside Village and Village Green, and

**WHEREAS**, after being hired, in 2007 he was deployed for a year to Kuwait where he served as a Navy Seabee to construct base facilities and conduct defensive operations; and

**WHEREAS**, during his 15 years of service, Officer Nathan G. Allen Jr. worked tirelessly with the community in his capacity as a law enforcement officer where he always came to work with a smile, an upbeat attitude and team spirit; and

**WHEREAS**, Officer Nathan G. Allen Jr. will be retiring to enjoy the finer things in life, including the outdoors, and to explore new and exciting opportunities that the world has to offer; he will be greatly missed.

**NOW THEREFORE, I, BEV SMITH, MAYOR** of the Village of Palm Springs, Florida on behalf of the Council, do hereby extend our heartfelt thanks and appreciation to:

**OFFICER NATHAN G. ALLEN JR.**

And call upon all present to acknowledge his outstanding dedication to the residents of the Village of Palm Springs.



*In witness whereof I have herunto set my hand  
and caused the seal of this city to be affixed*

*Mayor* Beverly Smith

*Date* February 11, 2021

*Office of the Mayor*

## Village of Palm Springs, Florida

# Proclamation

**WHEREAS**, Dr. Carter G. Woodson, a Harvard Ph.D., founded the Association for the Study of Afro-American Life and History in February 1926; and

**WHEREAS**, Dr. Woodson, a Harvard scholar, established the observation of Black History Month with a desire to reveal the contributions, achievement and involvement of African American people in the development of our American democracy; and

**WHEREAS**, Dr. Woodson, the father of Black History in America was keenly conscious of symbolism in the American psyche, he wisely chose the month of February which contains the birthdays of Frederick Douglas and Abraham Lincoln, for Black History Month; and

**WHEREAS**, African Americans have played a significant role in the history of our nation; and

**WHEREAS**, President Gerald R. Ford officially recognized Black History Month in 1976, calling upon the public to "seize the opportunity to honor the too often neglected accomplishments of black Americans in every area of endeavor throughout our history"; and

**WHEREAS**, This year's theme for Black History month "The Black Family: Representation, Identity and Diversity", recognize that each Black Family has a unique and interesting story which, although we may not be able to fully understand, we can listen and show that we care, treating each with respect and empathy; and

**WHEREAS**, we encourage all people to recognize and confront these issues by standing in the gap at every opportunity and bridge barriers with fearlessness and determination to improve lack of representation of Black people; and

**WHEREAS**, today, we celebrate and affirm the contributions of the Black Family to our community, throughout our state and the nations.

**NOW, THEREFORE, I, BEV SMITH**, the Mayor, of the Village of Palm Springs do hereby proclaim the month of February as:

### BLACK HISTORY MONTH

*In witness whereof I have herunto set my hand  
and caused the seal of this city to be affixed*  
Mayor Beverly Smith

*Date* February 11, 2021



*Office of the Mayor*

## Village of Palm Springs, Florida

# Proclamation

**WHEREAS,** the Governor of the State of Florida has designated February 5, 2021 as **"Crossing Guard Appreciation Day"**; and

**WHEREAS,** every school day, thousands of dedicated crossing guards assist our children across busy streets as they arrive and depart from school; and

**WHEREAS,** the Village of Palm Springs places top priority on child safety and recognizes that education plays a critical role in ensuring the safety of our children and the crossing guards that assist them; and

**WHEREAS,** crossing guards provide an invaluable service to our community, yet they receive very little compensation and recognition for their tireless efforts; and

**WHEREAS,** we realize the Crossing Guards often encounter adversarial, and sometimes hostile, attitudes from members of the public who are more concerned with their own personal agendas than the safety of the children; and

**WHEREAS,** the Village of Palm Springs urges all citizens to use due care when involved in the school commute, and to acknowledge and express gratitude to their local school guards for the invaluable service they provide to the community.

**NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim February 5, 2021 as:**

***"Crossing Guard Appreciation Day in Palm Springs"***



*In witness whereof I have herunto set my hand*

*and caused the seal of this city to be affixed*  
Mayor Beverly Smith

Date - February 11, 2021



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 11, 2021

**DEPARTMENT:** Planning, Zoning & Building

---

**ITEM 9.1:** Ordinance No. 2021-01 - Village of Code Amendment - Chapter 10 - Buildings and Building Regulations (*Second 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.

The proposed ordinance was approved by the Village Council on January 14, 2021, and is being presented for consideration on 2nd and final reading.

**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

Lake Worth Herald Advertisement for Ordinance No. 2021-01 - January 28, 2021

## **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 m<sup>2</sup>) 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 m<sup>2</sup>) 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 m<sup>2</sup>) 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/m<sup>2</sup>), 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>            |
|-------------------------------|--------------------------|--------------------------|--------------------------|
| BEVEEVERLY SMITH, MAYOR       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER , VICE MAYOR     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, MAYOR PRO TEM     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DOUG GUNTHER, COUNCIL MEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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 7<sup>th</sup> Edition (2020) FLORIDA BUILDING CODE

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Plain Text is from the FBC 7<sup>th</sup> 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 m<sup>2</sup>) 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 m<sup>2</sup>) 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 m<sup>2</sup>) 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/m<sup>2</sup>), 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 7<sup>th</sup> 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

## **NOTICE OF PUBLIC HEARING**

The Village of Palm Springs proposes to adopt the following Ordinance:

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:

Regular Council Meeting, Thursday, February 11, 2021, at 6:30 PM

### **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.**

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 ordinance 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.

Kimberly Wynn, Village Clerk  
January 28, 2021  
PUBLISH: Lake Worth Herald