



**VILLAGE COUNCIL AGENDA
REGULAR MEETING
226 Cypress Lane, Palm Springs, Florida 33461
Thursday, April 8, 2021
6:30 PM**

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

- 1. CALL TO ORDER**
- 2. ROLL CALL** *Mayor Bev Smith, Vice Mayor Gary Ready, Mayor Pro Tem Doug Gunther, Council Member Joni Brinkman, Council Member Patti Waller, 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 March 11, 2021 Regular Village Council Meeting Minutes
 1. [March 11, 2021 Village Council Regular Meeting Minutes](#)
 - 6.2 Resolution No. 2021-07 - Support Home Rule Authority - 2021 Florida Legislative Session
 1. [Proposed Resolution No. 2021-07 - Support of Home Rule](#)
 2. [2021 Legislative Appropriations Grants Priorities Issues - Village of Palm Springs](#)
 3. [Goals & Objectives - Village of Palm Springs](#)
 4. [Florida League of Mayors - Resolution on Preemption of Home Rule](#)
 - 6.3 Approve Independent Auditing Services Agreement (Extension) - 1st Amendment - Caler, Donten, Levine, Cohen, Porter and Veil, P.A.

1. Proposed 1st Amendment to Agreement & Addendum - Caler, Donten, Levine, Cohen, Porter and Veil P.A.
2. Approval to Extend Annual Independent Audit Services Agreement - Caler, Donten, Levine, Cohen, Porter & Veil, P.A.
3. Approved Annual Independent Audit Services Agreement - 2016-2020 - Caler, Donten, Levine, Cohen, Porter & Veil, P.A.
- 6.4 Approve Park Connector Pathway Project Award - Sub-Phase II - Davis Road [Greenbrier to Lakewood] (Task Order No. 255) - Invitation to Bid (ITB) - Parks and Recreation Department (FY 2021 Budget Funded - CDBG & Sales Tax) - E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group
 1. Proposed Agreement E&F Florida Enterprises, Inc. dba Creative Contracting Group
 2. Award Recommendation Letter - Wantman Group
 3. ITB #2021B-001 - Bid Tabulation Comparison of Unit Pricing
 4. Bid Submittal - E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group
 5. Bid Submittal - R&D Paving LLC
 6. Bid Submittal - Waypoint Contracting
 7. ITB 2021B-001 - Park Connector Pathway SubPhase IIB
 8. ITB 2021B-001 - Park Connector Pathway Bid Plans
 9. ITB 2021-001 - Addendum No 1 - March 8, 2021
 10. CIP Form - Park Connector Pathway
- 6.5 Approve Lakewood Gardens Park Concrete Replacement Award (Task Order No. 286) - Piggyback - Parks and Recreation Department (FY 2021 Funded - General Fund) - Flying Scot, Inc.
 1. Proposed Agreement - Lakewood Gardens Park Concrete Replacement Project - Flying Scot
 2. Proposal - Flying Scot - Village of Palm Springs
 3. Approval to Piggyback - Flying Scot
 4. ITB 2020-124PS - Approved Agreement - Flying Scot - City of Palm Beach Gardens
 5. ITB 2020-124PS - Award Recommendation - City of Palm Beach Gardens
 6. ITB 2020-124PS - Approved Pricing List - Flying Scot - City of Palm Beach Gardens
 7. ITB 2020-124PS - Bid Submittal Documents - Flying Scot - City of Palm Beach Gardens
 8. ITB 2020-124PS - Bid Announcement - City of Palm Beach Gardens
 9. ITB 2020-124PS - Invitation to Bid - City of Palm Beach Gardens - August 2, 2020
 10. CIP Form - Lakewood Gardens Park
- 6.6 Approve Davis Road (Canal Road to 10th Avenue North) Stormwater Improvements (Stormwater Master Plan Project #7) Work Authorization CM-S01 (Task Order No. 291) - Professional Engineering Services - Public Service Department (FY 2021 Budget - Stormwater Enterprise Fund) – Chen Moore and Associates, Inc.
 1. Proposed Work Authorization - Task Order #291 - Davis Road Stormwater Improvement Project - Chen Moore and Associates
 2. General Consulting Services Continuing Contracts - Chen Moore & Associates
 3. FY 2021 CIP Form -Davis Road Stormwater Improvement Project

4. Stormwater Master Plan - Davis Road Stormwater Improvement Project

- 6.7 Approve Change Order No. 1 - Main Lift Station Piping Repair (LS No. 39) - Public Service Department (FY 2021 Budget - Water & Sewer Enterprise Fund) - Hinterland Group
1. Proposed Change Order # 1 - Hinterland Group
 2. Approved Purchase Request to Repair Lift Station Piping - Main Lift Station LS No. 39 - Hinterland Group
 3. Executed Village of Palm Springs Agreement - Hinterland Group
 4. Village of Palm Springs Agreement - Contract Unit Prices - Hinterland Group
- 6.8 Approval to Rescind/Void Material Storage Bays at Main WTP Construction Services Contract (Task Order No. 258) - Invitation to Bid (ITB #2020B-007) - Republic Construction
1. E-mail Notification that Republic Construction (competitively awarded vendor) would not be proceeding with Construction Services Contract for the Material Storage Bays at Main WTP
- 6.9 Acceptance of Utility Easement Agreement - 2755 10th Avenue North - USA Auto Wash, Inc.
1. Proposed Utility Easement Agreement - USA Auto Wash, Inc. - 2755 10th Avenue North
 2. Sketch & Description
 3. Aerial & Location Map - 2755 10th Avenue North
- 6.10 Approve Florida Mango Road Utility Relocation Design (Task Order No. 294) – Work Authorization WG-U01 – Professional Engineering Services - Public Service Department (FY 2021 Budget - Water and Sewer Enterprise Fund) – WGI
1. Proposed Work Authorization - Task Order #294 - Proposed Florida Mango Road Utility Relocation Project - Design & Engineering - WGI
 2. General Engineering Consulting Services Continuing Contract - WGI
 3. FY 2021 CIP Form - Proposed Florida Mango Road Utility Relocation Project - Design & Engineering
 4. (Additional Information) Public Notice FL Mango Road
 5. (Additional Information) Florida Statutes Chapter 337.401
- 6.11 Approve Resilience Assessment and Emergency Response Plan – Work Authorization EE-U09 – Professional Engineering Services - Public Service Department (FY 2021 Budget - Water and Sewer Enterprise Fund) – Eckler Engineering, Inc.
1. Proposed Work Authorization No. EE-U09 - Proposed Resilience Assessment (RRA) and Emergency Response Plan (ERP) - Professional Engineering Services - Eckler Engineering
 2. Utility Engineering Consulting Services Continuing Contract - Eckler Engineering

END OF CONSENT AGENDA

7. PRESENTATIONS

- 7.1 Water Conservation Month Proclamation - April 2021
 - [1. Water Conservation Month Proclamation - April 2021](#)
- 7.2 National Public Safety Telecommunicators Week - April 11-17, 2021
 - [1. Proclamation - Public Safety Telecommunicators Week](#)
- 7.3 National Library Week In Palm Springs Proclamation
 - [1. National Library Week In Palm Springs Proclamation](#)
- 7.4 National Arbor Day Proclamation - April 30, 2021
 - [1. National Arbor Day Proclamation - April 30, 2021](#)
- 7.5 Municipal Clerks Week - May 2-8, 2021
 - [1. Municipal Clerks Week - May 2-8, 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 Proposed Ordinance No. 2021-03 - Village Code Amendment - Chapter 34 - Law Enforcement and Parks & Recreation Impact Fees (*First Reading*)
 - [1. Proposed Ordinance No. 2021-03 - Law Enforcement and Parks & Recreation Impact Fees](#)
 - [2. Schedule of Maximum Potential Impact Fee Rates \(Proposed\) - Law Enforcement and Parks & Recreation](#)
 - [3. Impact Fee Study - Tindale Oliver - draft March 18, 2021](#)
 - [4. Calculated Percentages of Maximum Potential Impact Fee Rates - Law Enforcement and Parks and Recreation](#)
 - [5. Resolution No. 2012-53 - Current Impact Fee Schedule](#)
 - [6. Tindale-Oliver Presentation - Impact Fee Summary](#)
- 9.2 Ordinance No. 2021-04 - Village of Code Amendment - Chapter 34 - Special Events (*First Reading*)
 - [1. Proposed Ordinance No. 2021-04 - Village Code - Chapter 34 - Special Events](#)
- 9.3 Ordinance 2021-02 - Land Use and Rezoning (Small-Scale) Amendments - Fontana Townhomes - 4063 Davis Road & 4090 Coconut Road (Quasi-Judicial Hearing)(*First Reading*)
 - [1. Proposed Ordinance No. 2021-02 - Comprehensive Plan \(Small Scale\) Land Use Map & Rezoning Amendment - 4063 Davis Road & 4090 Coconut Road](#)
 - [2. Exhibit "A" Staff Report & Conditions of Approval \(combined for both applications\)](#)
 - [3. Applicant's Justification Statements](#)
 - [4. Proposed Site Plan, Landscape Plans, Building Elevations \(informational Only\)](#)
 - [5. Color Site Plan and Color Rendering \(informational only\)](#)
 - [6. Aerial, Location, FLU and Zoning Map](#)

10. ACTIONS AND REPORTS

10.1 Temporary Use Permit - Storage Containers and Contractors Trailers - 4280 Lakewood Road

1. Proposed Temporary Use Permit Agreement
2. Proposed Site Logistics Plan (Exhibit "B" to Agreement)
3. Applicant Proposed Temporary Use Narrative
4. Aerial and Location Maps
5. Sec. 34- 895 Temporary Land Uses in zoning Districts - Land Development
6. Approved Resolution No. 2018-04 and Site Plan - 4280 Lakewood Road

10.2 Discussion - Village of Palm Springs Police Department Building Expansion Update & Options (*STAFF HAS REQUESTED THIS ITEM BE POSTPONED*)

10.3 Discussion - Proposed American Rescue Plan Act of 2021 (ARP) Funding & Options

10.4 Discussion - Proposed Res. No. 2021-12 - CPF for Park Connector Pathway

1. Proposed Res. No. 2021-12 - Federal Community Project Funding for the Park Connector Pathway System (Revised)

11. VILLAGE MANAGER COMMENTS

12. VILLAGE COUNCIL COMMENTS

13. ADJOURNMENT

Next Meeting

THURSDAY, MAY 13, 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
MARCH 11, 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

1. CALL TO ORDER

Mayor Bev Smith called the Village Council Meeting to order 6:35 PM

2. ROLL CALL

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

Absent: None

Staff Present:

Village Attorney Glen Torcivia, Village Manager Richard Reade, Deputy Village Clerk Jane Worth, Sergeant-at-Arms Tom Ceccarelli, Police Chief, Assistant Village Manager Kim Glas-Castro, Interim Library Director Jossie Maliska, Interim Director Planning, Zoning & Building Iramis Cabrera, and Assistant Public Service Director Chad Girard, Information Technology Director Thomas Cook

2.1 Oath of Office for Newly Elected Council Members

Deputy Village Clerk Worth administered the oath of office to Mayor Smith (Mayor), Douglas Gunther (District #1) and Gary Ready (District #3). They will serve their new four (4) year term, ending March 11, 2025.

2.2 Resolution No. 2021-06 - Reorganization of the Village Council (Designating a New Vice-Mayor & Mayor Pro-Tem)

[Proposed Resolution No. 2021-06 - Council Reorganization - Designating a New Vice Mayor and Mayor Pro-Tem](#)

Council Member Brinkman recommended approval for Gary Ready to be Vice-Mayor and Douglas Gunther to be Mayor Pro Tem, and it was seconded by Council Member Patti Waller.

Motion: Joni Brinkman	Second: Patricia Waller	Vote: Motion Passed: 5 - 0
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3. INVOCATION

Village Manager Reade read the invocation.

4. PLEDGE OF ALLEGIANCE

Council Member Brinkman led the Pledge of Allegiance.

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

Village Manager Reade stated a plaque was received by FEMA - Community Reading System Designation (CRS) for the Village. Assistant Village Manager Glas-Castro would talk about it after Item #7.1.

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

Council Member Waller made a motion to approve the Consent Agenda as amended, seconded by Vice Mayor Ready. Motion carries 5-0

Motion: Patricia Waller	Second: Gary Ready	Vote: Motion Passed: 5 - 0
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6.1 Approval of February 11, 2021 Regular Village Council Meeting Minutes

[February 11, 2021 Village Council Regular Meeting Minutes](#)

6.2 Appointment to the Joseph L. Fallon Scholarship Selection Committee

[Application - Kim Glas-Castro](#)

6.3 Appointments to the Library Board

[Application - Robin Hughes](#)

[Application - Lenore DiRienzo](#)

[Application - Michelle Dunlap](#)

6.4 Appointments to the Planning and Zoning Board

[Application - Johnnie Tieche](#)

[Application - James Mandigo](#)

- 6.5 Appointment to the Parks and Recreation Advisory Board
[Application - Ms. Ashley Saingilus - Exempt Per F.S. Chapter 119](#)
- 6.6 Approve Property Improvement Program (PIP) Matching Grant Award - 468 Los Alto Road
[Property Improvement Grant Agreement - 468 Los Altos Road](#)
[468 Los Altos Road - Before and After Photos](#)
- 6.7 Approve Body Worn Camera Equipment Purchase – Best Interest Acquisition - Police Department (FY 2021 Budget Funded) - WatchGuard
[Proposed Resolution No. 2021-05 - Body Worn Cameras](#)
[Proposed Agreement - Watchguard](#)
[Body Camera Equipment Sale \(Agreement\) Addendum - Watchguard](#)
[Municipal Lease Documentation - Watchguard](#)
[5-Year Cost Proposal - Watchguard](#)
[IRS Form 8038-G: Information Return for Tax-Exempt Governmental Bonds](#)
[Village Attorney Email - Opinion Regarding Lease Purchase.pdf](#)
[Single Source Distribution Letter - WatchGuard](#)
[Village of Palm Springs Code of Ordinances - Sec. 58-11 Best Interest Acquisitions](#)
- 6.8 Approve Professional Services Agreements - 2nd Amendment - Term Extension - Keshavarz & Associates, Calvin Giordano & Associates, Engenuity Group, Eckler Engineering
[Proposed Amendment No. 2 - Agreement - Keshavarz & Associates Proposed](#)
[Amendment No. 2 - Agreement - Calvin Giordano & Associates, Inc.](#)
[Proposed Amendment No. 2 - Agreement - Engenuity Group Inc. Proposed](#)
[Amendment No. 2 - Agreement - Eckler Engineering, Inc.](#)
- 6.9 Authorize Vehicle Purchase - Piggyback – IT Department (FY 2021 Budget Funded) - Florida Sheriffs Association/Florida Association of Counties (Auto Nation Chevrolet)
[Bid Award - Florida Sheriffs Association & Florida Association of Counties](#)
[2021 Chevy Bolt EV Quote - Auto Nation](#)
[Contract Terms & Conditions - Florida Sheriffs Association & Florida Association of Counties](#)
[2021 Chevy Bolt EV Approved Bid Pricing - Florida Sheriffs Association & Florida Association of Counties](#)
[2021 Chevy Bolt EV - Available Vehicle Options - Florida Sheriffs Association & Florida Association of Counties](#)
[Village Code of Ordinances - Section 58-9 Assessing Contracts of Other Government Agencies](#)
- 6.10 Approve Change Order No. 2 (Task Order No. 255 - Work Authorization WG-01 - Sub-Phase I) - Park Connector Pathway - Phase I - Alameda Drive (FPL Easement Agreement) - Parks and Recreation Department (FY 2021 Budget Funded - General Fund) - Wantman Group
[Proposed Change Order #1 - Wantman Group](#)
[Aerial Map - Overhead Power Lines - Alameda Drive Proposed FPL Electric Utility Easement Form](#)

6.11 Resolution No. 2021- 04 - Community Development Block Grant (CDBG) - FY 2022
Annual Project - Park Connector Pathway Project - Phase II (Sub-Phase II - IIa)
[Proposed Resolution No. 2021-04 - CDBG Grant Application](#)
[FY 2022 CDBG Allocation Funding Notification](#)
[Park Connector Pathway Map](#)
[CDBG Target Area Map](#)
[Proposed CDBG Agreement - Palm Beach County](#)

END OF CONSENT AGENDA

Mayor Pro Tem Gunther made a motion to approve the Consent Agenda as amended, seconded by Council Member Brinkman. Motion carries 5-0

Mayor Smith introduced Michael Costa who was present and very instrumental in the implementation of the Body Camera program for the Police Department. She wanted to say thank you for his help.

7. PRESENTATIONS

7.1 Florida Bicycle Month, Bike Rodeo & Mayor's Ride Proclamation - March 2021
[Proclamation](#)

Mayor Smith read the proclamation for Florida Bicycle Month and presented it to Alyssa Frank from the Palm Beach Transportation Planning Agency.

7.2 Lake Worth Beach Electric Utility Update - Ed Liberty - LWB Electric Utilities Director

Mr. Edward Liberty and Mr. Walter Gill from Lake Worth Beach Utilities presented a power point. Mr. Liberty stated the reliability needs to be improved, for the customers and that is what is being worked on. Revenue Bonds for Engineering and design of \$100,000,000 are dedicated to water and electric upgrades. Moving west of I-95, 25% or 44,000,000 customers receive utilities from LW Beach.

Mr. Gill gave a presentation with the figures showing the amount of dollars that have been spent on the customers of the West 13 as it was referred to.

Vice Mayor Ready stated FPL has a circuit breaker, if one line went out the second line would pick it up in case of storms, do you have anything like this? Mr. Liberty stated they will have the swap over system, this way when one system goes down, another can pick it up and keep it running. Vice Mayor Ready asked if FDOT would be contacting LW Utilities as they are doing improvements in case poles need to be relocated. Mr. Liberty answered yes and that would not be a problem.

Mayor Pro Tem Gunther asked how the utilities were rated in the state - Mr. Liberty stated they were about at the one third mark, the residential customer, 1,000-kilowatt hour is about 2% higher. They are very competitive.

Council Member Brinkman - whenever a new pole is installed, there have been poles left next to it as there are other utilities. Mr. Liberty stated they have what is called a pole agreement, a pole relocation.

Council Member Waller stated she was very happy they were getting the company going again.

Mayor Smith asked how many customers did LW Utilities service in Palm Springs – Mr. Liberty stated approximately, 16,000 West side is I-95. She also asked when the replacement is done, will it run into the school year. Mr. Liberty stated generally it will run into the school year. If the team realizes they need to shut the power down, a decision is made to when the best time to shut down.

Johnnie Tieche - 305 Winged Foot - stated to their credit (LW Utilities) - they have been very good to talk with Jim Schmitz in getting Congress Avenue up and running with lighting. Mr. Liberty appreciated the support and patience. He said that half of their crews are working a six (6) day work week to get this project moving along.

Mayor Smith thanked both gentlemen for the presentation.

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

Johnnie Tieche - 305 Winged Foot - stated he missed the last meeting. He has noticed signs around the Village regarding communications poles and it looks like they are right on top of our sewer systems. How is the Village handling this? Village Manager Reade stated the locations were being put out, there is a lot of work to do. Manager Reade stated there is a permitting process. Just because there is a sign there, it does not mean a pole will be going there.

Peggy Van Arman - 4077 Lucerne Avenue - she stated the discussion of right of ways has been coming up and said that her neighbors have huge motor homes backed up into the right of way. There were illegal structures built over the years on Gardenia, and she did not see how anyone could get in the back for the poles. She has talked to Planning and Zoning to inform them. Ms. VanArman said the presentation was somewhat good being a LW Utility recipient.

9. PUBLIC HEARINGS

- 9.1 Resolution No. 2021-02 - Site Plan Amendment (SPR21-01) and One (1) Waiver -
The Oaks II - 1212 South Congress Avenue
[Proposed Resolution No. 2021-02 Site Development Plan Amendment 1212](#)
[S. Congress Avenue \(SPR21-01\)](#)
[Exhibit "A" - Staff Report & Conditions of Approval](#)
[Project Narrative and Justification Statement](#)
[Site Plan, Landscape Plans, Architectural Plans, Civil Plans and](#)
[Letters Resolution 2017-30 - Approved Site Plan](#)
[Color Site Plan and Color Rendering Quit-Claim](#)
[Deed - 1212 South Congress Avenue Aerial](#)
[Map and Location Map](#)

The statement of advertisement was read into the record by Deputy Clerk Worth. Mayor Smith asked the Village Council to disclose any ex parte communication; there was none. Deputy Clerk Worth swore in Ms. Rebecca Miller and Mr. Kevin Donahue.

The Village Manager read the staff's report into the record.

Ms. Rebecca Miller agent for the applicant 528 Northwood Road, WPB, gave a presentation and was available for any questions that needed to be answered. Ms. Miller wanted to first state Staff is phenomenal, from the moment she walked in from Ms. Kim to Ms. Iramis, they guided us and worked with very well with her team, very friendly and welcoming. Ms. Miller stated this was a fully entitled project, but there were additional beds added, everything else could have been handled through a minor site plan amendment. Ms. Miller stated there are forty nine (49) units with seventy two (72) beds. Couples sometimes want to come and remain living together as they age. Ms. Miller introduced Architect, Kevin Donahue, 2071 NW Boca Raton, presented a power point of the project and was available for any questions Council and Staff might have.

Vice Mayor Ready - asked about back up generators and their location. Mr. Donahue stated there was an outdoor generator - requirement is 96 hour run time, common areas are air conditioned. Mr. Ready also asked if there would be medical staff on site. Ms. Miller stated this was not managed as a nursing facility, there are nurses aides. Doctors and medical staff will come in to check their patients if they see fit.

Council Member Waller asked if there was an elevator. Mr. Donahue stated there were 2 elevators, and no one can be bedridden. Ms. Waller asked if the residents could use the facilities - hairdresser etc. Mr. Donahue stated yes this is their home.

Mayor Pro Tem Gunther stated he liked the color renderings. Great project. He also commented on the pond and Mr. Donahue stated it would be a dry pond.

Council Member Brinkman asked if the applicant was good with the residents not being able to have cars. Ms. Miller stated they were.

Peggy VanArman - 4077 Luzon Avenue - how many residents are in the wings and how many people are in the 2nd floor. Mr. Donahue, stated 1st responders will typically use the elevators horizontally from one area to another. Approximately 30 - 33 residents, plus Staff would be on the 2nd floor at one time. Ms. VanArman asked if fire drills were required by the State of Florida and Mr. Donahue stated yes. Village Attorney Torcivia read the title of the caption into the record.

Motion:	Second:	Vote:
Gary Ready	Patricia Waller	Motion Passed: 5 - 0

10. ACTIONS AND REPORTS

11. VILLAGE MANAGER COMMENTS

Manager Reade said congratulations to all that have been elected and the entire Council for all they do for the Village and Staff.

Digital Clouds - Manager Reade wanted to give the Council a heads up on that.

Pathway Park - ribbon cutting ceremony.

TPA Committee Representative - Ms. Glas-Castro Assistant Village Manager - will serve as the appointee and Ms. Cabrera serve as the alternate.

In the past Village Council had given him authority to approve extensions of the Special Magistrate, the agreement was expiring April 11, 2021, he stated the Village is happy with our present Magistrate and will continue to use the services provided.

Foxtail Palm Park issues with the lanyard, still work to be done.

Fire Station lease extension, still working on that.

Chad Girard, Kim Glas-Castro are continuing to work on the CRA sewer issue, and we will be meeting in April. Attorney Torcivia will be providing a draft for the agreement.

New Site Plans that have been submitted, potential Starbucks, residential and daycare plans also.

Leanna Collazo has designs from our buses and they are put on the vehicles.

Chief will have a workshop presentation on the police department addition.

Looking at property and talking with property owners, to buy to possibly build a community center, it is in the CIP and Sales Tax Funds.

Mayor Smith said that there is extra space in this building, but unfortunately there was not enough space in the Police Department.

Family first Corona Virus Act will expire in March. It was a requirement that the Village provide for 80 hours for staff. We would like to extend that to possibly 2 months, to give staff a peace of mind. Mayor Smith stated it should be extended to June.

This time last year we have shut things down. We would like to thank you on behalf of our staff.

12. VILLAGE COUNCIL COMMENTS

Vice Mayor Ready - stated he had his taxes with VITA Tax, then Watch a Truck.

Thursday, March 18, 2021 he did the Doctor Seuss Video.

Friday March 19, 2021 - 2nd shot of corona virus.

Monday Salvation Board Meeting - only 3 members showed up.

Wednesday March 24, 2021 - 4 hours of ethics training FLC.

March 14, 2021 - Ethics training for PBC, completed for the year.

Happy Woman's Month and thank all the Departments for everything you do and who you are.

Mayor Pro Tem Gunther - congratulations to Mayor and Vice Mayor, thank you to Staff. Our staff does a wonderful job, and it was nice to hear the support from the presenter tonight. He stated he was concerned also with the signs that are going around and hope that we do get a hold on that and he knows communication is needed.

Council Member Joni Brinkman said congratulations to the newly elected officials. She thanked Staff for all they do. She commented on the Digital Divide and she hoped that the School District can work with residents also. Commented on Carol for the drainage district, it was really needed on that street. She also commented on the electrical vehicles purchased for the IT Department, maybe we can consider when we do electric charging stations, we might want to plan and purchase a few more stations.

Council Member Waller said Happy St. Patrick's Day and St. Josephs day. Thanked Staff for everything they do, and they do know that Staff is the one that keeps this place in the shape that it is. She also said Happy Easter.

Mayor Smith congratulated all elected officials. She said they did have a great team. Mr. Reade coming up with good ideas.

She wanted to thank Council Member Brinkman with all the time and effort that you have done on the Kirk Road improvement.

Manager Ready wanted to thank Council Member Brinkman and her hard work on the Kirk Road. Leanna Collazo informed everyone about the Easter event Thursday April 1, 2021. Residents were to register in advance, will be on major field and ages 1 thru 4, left field ages 8-10. There would be nothing else but the Egg Hunt. We do not want a large group to gather and be on the field at the same time, per CDC guidelines.

Mayor Smith also gave a message from Chief Smith of Lake Clarke Shores to Chief Ceccarelli. He wanted to extend his thanks to three (3) of our officers that extended their assistance in a domestic battery case, of which there was a convicted felon. Mayor Smith said thank you also for our officers that were involved, for everything they do for this Village.

13. ADJOURNMENT

Next Meeting *Thursday, April 8, 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 in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 business days prior to the meeting in order to request such assistance.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **March 11, 2021** Which minutes were formally approved and adopted by the Village Council on **April 08, 2021.**

Jane R. Worth, Deputy Village Clerk

ATTEST:

Bev Smith, Mayor



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Administration

ITEM 6.2: Resolution No. 2021-07 - Support Home Rule Authority - 2021 Florida Legislative Session

SUMMARY:

The 2021 Florida Legislative Session is currently in session (since March 2, 2021) and there are a number of bills that have been filed that, if approved, would remove the Village's (as well as all local governments) ability to manage our day-to-day operations.

As a result, there is a strong belief that these bills, if approved within the current Legislative Session, would significantly attack and degrade all local government home rule powers. Thus, reducing (and very possibly eliminating) our Village's ability to provide the high level of services that our community has come to expect and appreciate.

Note: In 1968, Florida's voters approved an amendment to the State Constitution [Article VIII, Section 2(b)] that provides broad "Home Rule" powers on municipal government. Thus, enabling municipalities to maintain the ability to act (in the best interest of our community) for any valid municipal purpose except as prohibited by law.

As a result of the Village's Home Rule powers provided within the Florida Constitution, our elected Mayor and Council maintain the ability within our community to set policy to ensure that we provide the quickest and highest levels of service to our community to ensure that Village is a great place to live, work and play.

Home Rule authority provides the Village with control, within our community, on how vital public services (such as police, parks and recreation, water and sewer, streets/public works, planning/zoning, permitting and building, drainage and library) will be provided and serve our citizens, businesses and stakeholders.

Each of these services play a key role in meeting the Village's Six (3) Goals that have been

established to ensure that we are able to continue to be a responsive government for our Village:

- . Financial Stability/Sustainability
- . Grow Our Community
- . Maintain Our Small Town Feel within Our Diverse Community
- . Promote Economic (Re-)Development within Our Commercial and Residential Areas
- . Ensure We Provide a Clean and Safe Village
- . Maintain the Village of Palm Springs as an Excellent Place to Work

Home Rule authority recognizes that our Village (and all municipalities within Florida) are closer to the people and that villages/cities/towns are more effective, fair and responsive to our communities. We heard this numerous times from our Governor during the recent Hurricane Irma where he stated on numerous occasions, "listen to the Locals." However, over this past year, the Florida Legislature has taken a very strong approach against this long-standing authority and is making attempts to devalue the efforts of our local governments and attempting to shift many hometown responsibilities to the state.

As a result, the proposed resolution is requested to be considered by the Village Council and, if approved, would be immediately sent to the Florida Governor, Florida Legislature, the Florida League of Cities, the Palm Beach League of Cities, etc. as opposition to any proposed bills that would take away the Village's authority to better serve our community.

The proposed resolution also provides strong language requesting protection for community, property values and our way of life. Further, this resolution asks the Legislature to preserve the unique qualities that make each of our communities special, and that a proposed one size-fits-all solution (by the Legislature) will not fix or help our neighborhoods meet their challenges and opportunities.

FISCAL IMPACT:

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

ATTACHMENTS:

Proposed Resolution No. 2021-07 - Support of Home Rule

2021 Legislative Appropriations Grants Priorities Issues - Village of Palm Springs

Goals & Objectives - Village of Palm Springs

Florida League of Mayors - Resolution on Preemption of Home Rule

RESOLUTION NO. 2021-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE UNWARRANTED OR OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE POWERS; DIRECTING A COPY OF THIS RESOLUTION BE TRANSMITTED TO MEMBERS OF THE FLORIDA LEGISLATURE, THE FLORIDA LEAGUE OF CITIES, AND ANY OTHER INTERESTED PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Municipalities are voluntarily created and chartered by their citizens as the embodiment of local self-determination; and

WHEREAS, in 1968, Florida voters amended the state constitution to confer broad “Home Rule” powers to municipal government, under Article VIII, Section 2(b); and

WHEREAS, numerous bills being considered by the Florida Legislature contradict the will of the people of Florida, who expressed an unequivocal desire for broad Home Rule powers in their state constitution; and

WHEREAS, these bills undercut the intent of the citizens of every municipality in Florida, who voted to incorporate their community and exercise the broad Home Rule powers granted by the Florida Constitution to govern themselves and, thereby, effectively address the unique concerns of their communities; and

WHEREAS, these bills would impair municipal charter and ordinance provisions specifically adopted and approved by local communities to define their preferred form of self-government and safeguard issues of perennial importance to their communities; and

WHEREAS, a municipality’s ability to timely act on local problems and opportunities will be limited by these bills to a state Legislature that holds session only once a year, and whose ability to address local problems will be contingent on the relative effectiveness of its representative in the state Legislature; and

WHEREAS, under these bills, state legislators will find themselves spending increasing amounts of time arbitrating over local problems and

legislating on local issues, and less time attending to pressing statewide needs; and

WHEREAS, the Village of Palm Springs believes opposing these bills is in the best interests of the residents and businesses of the municipalities in the State of Florida, and ultimately the state itself; and

WHEREAS, the Village of Palm Springs would respectfully ask the state legislature to be mindful that regulations enacted by local governments have to be enforced by those same governments and, if excessive or burdensome, the peoples' local elected representatives are quickly made aware of those burdens and any unintended consequences; and

WHEREAS, should these bills become law, and not be overturned, the ability of Florida's municipalities to narrowly address local issues of public concern would be destroyed.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, THAT:

Section 1. The above "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The Village of Palm Springs opposes the State of Florida's overbroad attempt to repeal or restrict constitutional municipal home rule powers to protect the health, safety and welfare of citizens and urges all members of the Florida Legislature to oppose the adoption of unwarranted or overly broad preemptions.

Section 3. That the Village Clerk is directed to transmit a certified copy of this Resolution to members of the Florida Legislature, the Governor, Florida League of Cities, Palm Beach County Legislative Delegation, and any other interested parties.

Section 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon passage.

Council Member _____ offered the foregoing motion to approve the Resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
GARY READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of _____, 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



2021 Legislative Appropriations, Grants, Priorities & Issues

2021 Appropriation Request:

1. Stormwater Drainage Improvements along 10th Ave North and Davis Road - \$163,000 for Phase 1, as part of total \$1,107,000 capital project (\$163,000 Village Match for engineering/design costs)
2. Septic to Sewer Improvements – \$ TBD for Phase 1, as part of total \$11,026,000 capital project (\$1,104,000 Village Match for engineering/design costs)

*Note: The Village requested funding for the above referenced stormwater project within the 2015, 2016, 2017, 2018, 2019 and 2020 Legislative sessions and were not recommended for funding.

2021 Grant Request:

1. Florida Recreation Development Assistance Program (FRDAP) – Park Connector Pathway – Phase 3A: Canal Road - \$ 50,000 (Non-Matching)
2. Recreation Trails Program (RTP) Grant – Park Connector Pathway – Sub-Phase II: Davis Road - \$250,000 (\$250,000 Village Match)

*Note: The Village has requested \$500,000 FRDAP grants the past four (4) legislative sessions and received \$100,000 in two grants (\$50,000 for Sago Palm Park improvements and \$50,000 for Sabal Palm Park improvements) in 2020.

2021 Requested Legislative Amendments:

1. Municipal Home Rule - Strong “Home Rule” powers ensure that city governments remain accountable to and in keeping with the concerns of its citizenry; intrusion upon “Home Rule” authority by the state government undermines the fundamental constitutional right of Village citizens to govern themselves
2. Community Redevelopment Agencies (CRAs) – Protect/preserve the use of CRAs, and strengthen accountability and transparency requirements for CRAs, but do not restrict CRAs, use of tax increment financing or a city’s ability to revitalize and redevelop struggling areas
3. Annexation – Involuntary Process – Remove language requiring referendum if not property owner
4. Elections – Home Rule Authority – Enable the Village to determine the date of municipal elections and not be required to change election dates to a unified state election date
5. FDRAP – Appropriate funds to provide local government assistance with development of parks/outdoor recreation facilities

6. Property Liens – Utility Billing – Ability to lien properties that do not pay utility bills if Village does not maintain Revenue Bonds
7. Forfeiture Funding – Police Department – Expand the Village’s ability to use these funds to support additional police activities, uniforms, Emergency Operations Center, etc.
8. Land Development Regulations – Preserve local police powers and zoning authority to regulate uses, require performance standards, and restrict use of property pursuant to the Village’s vision and small town characteristics
9. Business Tax Receipts – Safeguard municipalities’ authority to assess an annual fee on businesses operating within the municipal limits
10. Transient Uses in Residential Neighborhoods (Sober Homes and Short Term Vacation Rentals) – Restore local zoning authority to regulate vacation rental properties that create commercial activity in residential neighborhoods; Require certification/registration for recovery residences and promote the Oxford House model for self-governance to mitigate nuisance in neighborhoods and burden on local governments
11. Charter Schools – Remove the ability to utilize incentives (i.e., gift cards, raffles, etc.) to increase enrollment counts and require new projects to meet local government codes
12. Shopping Carts Regulations – Permit local governments with the opportunity to ensure that businesses are responsible for maintaining carts and not putting this financial burden on Village
13. Digital Divide – Expand broadband internet access to areas underserved by providers and increase funding to cities for public broadband infrastructure installation
14. Mobility Plans – Clarify legislation to promote Mobility Fees as options to assist urban infill and redevelopment

Note: There has not been a proposed annexation bill since the 2018 Legislative Session (Silvers/Torres) and 2017 Legislative Session (Silvers/Clemens), neither of which moved through committees. Village had requested assistance with amending the state’s involuntary annexation statute within the 2015 and 2016 Legislative Session; however, a bill was not presented for consideration.



Goals and Objectives for FY 2021:

The Village will continue to work towards meeting our identified Goals:

- . Financial Stability/Sustainability
- . Grow Our Community
- . Maintain Our Small Town Feel within Our Diverse Community
- . Promote Economic (Re-)Development within Our Commercial and Residential Areas
- . Ensure We Provide a Clean and Safe Village
- . Maintain the Village of Palm Springs as an Excellent Place to Work



Florida League of Mayors

A RESOLUTION OF THE FLORIDA LEAGUE OF MAYORS URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE UNWARRANTED OR OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE POWERS; DIRECTING A COPY OF THIS RESOLUTION BE TRANSMITTED TO MEMBERS OF THE FLORIDA LEGISLATURE, THE FLORIDA LEAGUE OF CITIES, AND ANY OTHER INTERESTED PARTIES.

WHEREAS, Municipalities are voluntarily created and chartered by their citizens as the embodiment of local self-determination; and

WHEREAS, in 1968, Florida voters amended the state constitution to confer broad “Home Rule” powers to municipal government, under Article VIII, Section 2(b); and

WHEREAS, numerous bills being considered by the Florida Legislature contradict the will of the people of Florida, who expressed an unequivocal desire for broad Home Rule powers in their state constitution; and

WHEREAS, these bills undercut the intent of the citizens of every municipality in Florida, who voted to incorporate their community and exercise the broad Home Rule powers granted by the Florida Constitution to govern themselves and, thereby, effectively address the unique concerns of their communities; and

WHEREAS, these bills would impair municipal charter and ordinance provisions specifically adopted and approved by local communities to define their preferred form of self-government and safeguard issues of perennial importance to their communities; and

WHEREAS, a municipality’s ability to timely act on local problems and opportunities will be limited by these bills to a state Legislature that holds session only once a year, and whose ability to address local problems will be contingent on the relative effectiveness of its representative in the state Legislature; and

WHEREAS, under these bills, state legislators will find themselves spending increasing amounts of time arbitrating over local problems and legislating on local issues, and less time attending to pressing statewide needs; and

WHEREAS, the Florida League of Mayors believes opposing these bills is in the best interests of the residents and businesses of the municipalities in the State of Florida, and ultimately the state itself; and

WHEREAS, the Florida League of Mayors would respectfully ask the state legislature to be mindful that regulations enacted by local governments have to be enforced by those same governments and, if excessive or burdensome, the peoples’ local elected representatives are quickly made aware of those burdens and any unintended consequences; and

WHEREAS, should these bills become law, and not be overturned, the ability of Florida’s municipalities to narrowly address local issues of public concern would be destroyed.

NOW, THEREFORE, BE IT RESOLVED that the Florida League of Mayors opposes the State of Florida’s overbroad attempt to repeal or restrict constitutional municipal home rule powers to protect the health, safety and welfare of citizens and urges all members of the Florida Legislature to oppose the adoption of unwarranted or overly broad preemptions.

BE IT FURTHER RESOLVED, that a copy of this Resolution be transmitted to members of the Florida Legislature, the Florida League of Cities, and any other interested parties.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED UNANIMOUSLY at a special meeting of the Florida League of Mayors this 4th day of March, 2021.

FLORIDA LEAGUE OF MAYORS

By: _____

Mayor Terrill L. Hill
President, Florida League of Mayors
Mayor, City of Palatka

ATTEST:

C. Scott Dudley
Executive Director, Florida League of Mayors
Director, Field Advocacy and Federal Affairs, Florida League of Cities, Inc.



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Finance

ITEM 6.3: Approve Independent Auditing Services Agreement (Extension) - 1st Amendment
- Caler, Donten, Levine, Cohen, Porter and Veil, P.A.

SUMMARY:

On August 11, 2016, the Village issued a Request for Proposals (RFP #2016R-006) in an effort to solicit proposals from qualified audit firms to perform the Village's annual independent audit as required by Section 218.39 of the Florida Statutes. As a result, on September 8, 2016, the Village selected the firm of Caler, Donten, Levine, Cohen, Porter & Veil, P.A. to provide annual audit services for the Village of Palm Springs.

To ensure the lowest possible price, staff is recommending the Village renew/amend our existing agreement (Amendment #1) with Caler, Donten, Levine, Cohen, Porter & Veil, P.A. by continuing/extending the existing agreement for the remaining five (5) year term that is provided within the existing agreement - September 30, 2021 through September 30, 2025.

Note: This selection by the Village of Palm Springs was originally completed through a competitive bid process – Independent Auditing Services (RFP No. 2016R-006 – August 26, 2016). The bid was awarded to Caler, Donten, Levine, Cohen, Porter & Veil, P.A. for five (5) years with an one-time option of five (5) years [All original bid documents provided during September 8, 2016 Council Meeting authorizing the original agreement as well as the previously approved Audit Selection Committee by the Village Council (July 28, 2016) (Independent Auditing Services – RFP No. 2016R-006) are available in the Village Clerk's Office].

If approved, the Village would accept Caler, Donten, Levine, Cohen, Porter & Veil's pricing by amending (renewing) our existing agreement, including all terms, conditions and pricing therein. The term of the proposed amended agreement, if approved, would expire on

September 30, 2025 and it may not be renewed. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The proposed 1st Amendment (extension) and addendum (to reflect a new requirement for E-verify) has been prepared and reviewed by the Village Attorney, Assistant Village Manager and Finance Director.

The Village has worked with the proposed vendor and has received excellent service and a quality product. Further, the proposed audit firm has served the Village extremely professionally during the term of the initial contract.

FISCAL IMPACT:

<i>Allocated/Estimated Project Funding:</i>	<i>Amount</i>
FY 2022 Proposed Funding - General Fund	\$ 35,000.00
FY 2022 Proposed Funding - Water & Sewer Enterprise Fund	\$ 35,000.00
Total Available Funding/Revenues:	\$ 70,000.00
<i>Expected/Actual Project Costs:</i>	<i>Amount</i>
FY 2022 Audit Cost - General Fund	\$ 29,792.50
FY 2022 Audit Cost - Water & Sewer Enterprise Fund	\$ 29,792.50
Total Expected/Actual Project Costs:	\$ 59,585.00

Note: The cost of the annual audit is budgeted between General Fund and the Water and Sewer Enterprise Fund annually. Funding to support the audit cost for future years will be included in both the General Fund and Water and Sewer Enterprise Fund based on the fees included in the contract. Thus, they are not provided within the chart above.

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 fee for fiscal year ending 9/30/2021 is \$59,585 and is covered in the fiscal year 2021 budget of these funds.

ATTACHMENTS:

Proposed 1st Amendment to Agreement & Addendum - Caler, Donten, Levine, Cohen, Porter and Veil P.A.

Approval to Extend Annual Independent Audit Services Agreement - Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

Approved Annual Independent Audit Services Agreement - 2016-2020 - Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

FIRST AMENDMENT TO AGREEMENT FOR ANNUAL AUDIT SERVICES

This First Amendment to Agreement for Annual Audit Services ("First Amendment") is made as of the 30th day of MARCH, 2021, by and between the Village of Palm Springs, a Florida Municipal Corporation ("VILLAGE") and Caler, Donten, Levine, Cohen, Porter and Veil, P.A., a Florida professional corporation ("Auditor").

The purpose of this First Amendment is to extend the term of the Agreement for a period of five years and to add a provision concerning E-Verify compliance that became a requirement under Florida law as of January 1, 2021.

In consideration of the mutual promises contained in the Agreement for Annual Audit Services dated September 9, 2016 ("Agreement"), incorporated herein by reference, as amended by this First Amendment, the Village and Auditor agree as follows:

EXTENSION OF CONTRACT TERM

Pursuant to Article 2, Paragraph 2 of the Agreement, the term of the Agreement is hereby extended for an additional five (5) year period for fiscal years ending 9/30/2021, through fiscal year ending 9/30/2025. The Auditor's fees for this extended period will be as set forth in Article 2, Paragraph 2 of the Agreement.

E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the AUDITOR 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 AUDITOR 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.

All other terms and conditions set forth in the 2016 Agreement remain in full force and effect except to the extent modified hereinabove.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

ATTEST:

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Kimberly Wynn, Village Clerk

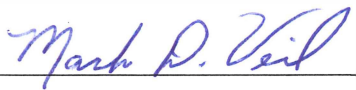
By: _____
Beverly Smith, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

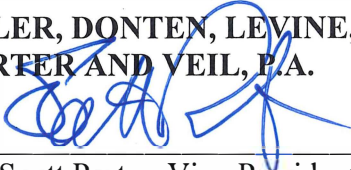
By: _____
Glen J. Torcivia, Village Attorney

WITNESSES:

**CALER, DONTEN, LEVINE, COHEN,
PORTER AND VEIL, P.A.**





By: 

Scott Porter, Vice-President

(CORPORATE SEAL)

From: Scott Porter <SPorter@cdlcpa.com>
Sent: Thursday, April 1, 2021 1:52 PM
To: Rebecca L. Morse <rmorse@vpsfl.org>
Subject: extension of Agreement for Annual Audit Services

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.

Rebecca,

We understand that the original Agreement for Annual Audit Services with the Village for the fiscal years ending September 30, 2016 through 2020 will expire at the conclusion of the 2020 audit engagement. Please accept this email as our formal request for the Village to consider the 5 year extension authorized by the original Agreement. We appreciate our relationship with the Village and look forward to continuing our relationship for the renewal period through September 30, 2025 audit.

If you have any questions or need any additional information, please do not hesitate to contact me.

Thanks, Scott

Scott L. Porter, C.P.A.

Shareholder

Caler, Donten, Levine, Cohen, Porter & Veil, P.A.

505 S. Flagler Drive, Suite 900

West Palm Beach, FL 33401

Phone (561) 832-9292 Fax (561) 803-4641

AGREEMENT FOR ANNUAL AUDIT SERVICES

This Agreement is entered into on 9th day of September, 2016, by and between the Village of Palm Springs (Village) and Caler, Donten, Levine, Cohen, Porter and Veil, P.A., (Auditor) a Florida corporation, whose Federal Taxpayer Identification Number is 59-2831281 and whose address is 505 South Flagler Drive, Suite #900, West Palm Beach, FL33401.

WITNESSETH:

Whereas, the Village and Auditor are desirous of entering into an agreement for annual audit services (the "Agreement" hereafter) in accordance with §218.391, Fla. Stat.; and

Whereas, the Auditor and Village are desirous of entering into the Agreement on the terms and conditions below; and

Whereas, the Auditor warrants and represents, and covenants that it has no conflict of interest acting as Village's Independent Auditor; and

Whereas, the Village has funds in its current fiscal year 2015-2016 budget which are available for the funding of this Agreement for the fiscal year ending September 30, 2016. Funding for the fiscal years ending 2017 through 2020 will be included in each of those fiscal years' budgets; and

Now, therefore, the Village and the Auditor in consideration of the mutual benefits flowing from each to the other, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

ARTICLE 1 - STATEMENT OF WORK

1.1 PERFORMANCE REQUIREMENT AND TERM

Section 11.45, Florida Statutes, requires each local government entity to have completed, within twelve (12) months of each fiscal year-end an annual financial audit of its accounts and records. This Agreement between the Village and Auditor to perform an annual examination of the basic financial statements of the Village and the Village's two pension trust funds for the five fiscal years ending September 30, 2016, 2017, 2018, 2019 and 2020 is intended to meet the requirements of the Florida Statutes. The Agreement may be renewed for one five year period upon the consent of both parties.

1.2 AUDITING STANDARDS TO BE FOLLOWED

The Auditor shall conduct all services provided under this Agreement in accordance with the following auditing standards:

- *Government Auditing Standards*, issued by the Comptroller General of the United States
- *Codification of Governmental Accounting and Financial Reporting Standards*, as promulgated by the Governmental Accounting Standards Board
- *Audit and Accounting Guide-State and Local Governments*, published by the American Institute of Certified Public Accountants
- *Statements on Auditing Standards*, issued by the American Institute of Certified Public Accountants
- Section 218.39, Florida Statutes and any other applicable Florida Statutes
- Rules of the Florida Department of Financial Services

- Rules of the Auditor General, State of Florida, Chapter 10.550
- Single Audit Act of 1996, as amended
- Florida Single Audit Act
- Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"), and any other applicable regulations issued.
- *Audit and Accounting Guide - Government Auditing Standards and Single Audits*, published by the American Institute of Certified Public Accountants
- All other applicable provisions of rule, regulation, statute, or order which may pertain to the engagement

1.3 SCOPE OF WORK TO BE PERFORMED

The scope of work shall be set forth in an annual Audit Engagement Letter, which shall be incorporated by reference as part of this Agreement, and will include the following tasks required of Auditor:

1. The Auditor will be required to perform an annual examination of the basic financial statements of the Village which include the Village Pension Trust Funds to express opinions on the fairness with which the statements present the financial position, results of operations, and changes in financial position in conformity with U.S. generally accepted accounting principles.
2. The Auditor will be required to determine whether operations are properly conducted in accordance with legal and regulatory requirements.
3. The Auditor will evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Auditor is to perform tests of controls and properly document their assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with U.S. generally accepted auditing standards.
4. The Auditor will be required to perform an examination of any additional financial information necessary to comply with U.S. generally accepted auditing standards.
5. The Auditor will not be required to audit Management's Discussion and Analysis and other Required Supplementary Information, however the Auditor will apply certain limited procedures, which consist principally of inquiries of management regarding the methods of measurement and presentation; however, the Auditor will express no opinion on the information presented.
6. The introductory section, combining and individual fund financial statements and schedules and statistical tables will be presented for purposes of additional analysis. The combining and individual fund financial statements and schedules will be subjected to the auditing procedures applied in the audit of the basic financial statements and Auditor will give an opinion on it in relation to the financial statements as a whole. The remaining information (introductory section and statistical tables) will not be subjected to auditing procedures.
7. The scope of the audit is required to include any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards.

8. The scope of the audit will encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; the Uniform Guidance; other applicable Federal laws; and, the Florida Single Audit Act. A single audit was not required for the Village for fiscal year ended September 30, 2015 and the Village does not anticipate needing a single audit for fiscal year ending September 30, 2016. Each contract year, the Auditor is required to meet with the Village Manager and Chief Financial Officer to discuss whether the Village anticipates requiring a Single Audit and the Auditor will be required to provide an estimate of Auditor staff hours required to perform the audit. This estimate of hours together with the hourly rate schedule in Article 2, Fees will be used to calculate the fee for the Single Audit.
9. The Auditor shall use financial condition assessment procedures to assist in detection of deteriorating financial condition as established under Florida Statutes 218.503 as required by Chapter 10.550, Rules of the Auditor General. The Auditor may use the procedures developed by the Auditor General or appropriate alternative procedures.
10. The audit shall also include a review of the financial report provided to the Department of Financial Services to assure consistency with the Comprehensive Annual Financial Report as required by Chapter 10.550, Rules of the Auditor General.
11. The audit shall also include any other reporting required by future changes to Chapter 10.550, Rules of the Auditor General.

1.4 REPORTS TO BE ISSUED

Following completion of the audit of the fiscal year financial statements, the Auditor shall issue the following with regard to the basic financial statements of the Village and the Village's Pension Trust Funds:

1. A report on the basic financial statements. This report must include at a minimum:
 - a. A statement as to whether the financial statements are presented in accordance with U.S. generally accepted accounting principles;
 - b. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including the reasons therefore; and
 - c. A statement that the audit was conducted in accordance with U.S. generally accepted auditing standards and the standards applicable to the financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
2. A report on internal control over financial reporting and on compliance and other matters in accordance with Government Auditing Standards.
3. A report on compliance with requirements applicable to each major federal program and state project and on internal control over compliance in accordance with the Uniform Guidance and the Department of Financial Services' State Projects Compliance Supplement, respectively, if applicable.
4. Reports to comply with Statement on Auditing Standards No. 114 "Communication with Those Charged with Governance." One report shall be issued and reviewed with those charged with governance at the completion of each annual audit.

5. A management letter as required by the Florida Statutes 218.39 and 215.97 and Rules of the Auditor General, Chapter 10.550 which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.
6. Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:
 - a. An "in-relation-to" report on the Schedule of Expenditures of Federal Awards and State Financial Assistance.
 - b. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls and compliance.
7. Fraud and Illegal Acts - The Auditor is required to make an immediate, written report of all fraud and illegal acts or indications of illegal acts of which they become aware to the following parties: Mayor, Village Manager and Chief Financial Officer. If either the Chief Financial Officer or Village Manager is involved with the irregularities or possible illegal acts the report is to be provided to the Mayor and Village Council.
8. As part of the audit, the Auditor will prepare the basic financial statements and the accompanying supplementary information and schedules. The Village has designated the Chief Financial Officer to oversee your services. All management decisions and functions related to the audit will be performed by the Chief Financial Officer. The Village is responsible for the preparation of the Transmittal letter, Management's Discussion and Analysis, and Statistical Section of the Comprehensive Annual Financial Report.

1.5 SCHEDULE FOR CONDUCTING THE AUDITS

Timeliness is critical in the performance of the audit. The Auditor should coordinate with the Chief Financial Officer and endeavor to accomplish the audit in a phased approach throughout the year in order to reduce the year-end workload on both the audit firm and Village staff. The Village will make necessary records available to the Auditor through the year to assist in this regard. It is anticipated that each of the following will be completed by the Auditor no later than the dates indicated:

1. Interim Work - It is expected that interim work will be accomplished by September 30th.
2. Schedules to be prepared by the Village - Upon consensus with the Finance staff, the Auditor shall provide the Chief Financial Officer by August 31st a list of all schedules to be prepared by the Village. The schedules will be made available to the Auditor no later than November 21st.
3. Fieldwork - The Auditor shall complete fieldwork, including that required by a Single Audit by January 31st.

The Auditor shall report to the Village at least bi-weekly the status of any potential audit adjustments so the Village may have adequate opportunity to investigate, gather information and respond if necessary.

1.6 DATE FINAL REPORTS ARE DUE

It is anticipated the Auditor will deliver in draft form all required reports listed in Section 1.4 by February 15th. It is anticipated that responses to management letter comments and single audit findings will be prepared by the Village and returned to the Auditor for review by February 22nd. All final reports will be delivered by March 1st.

A minimum of 20 copies of each report will be provided to the Village, plus the required copies for submittal to the Auditor General's office as well as one copy printed in digital PDF format.

1.7 PRESENTATION TO VILLAGE COUNCIL

Upon receipt of the final report the Chief Financial Officer will schedule the presentation of the Comprehensive Annual Financial Report for the next Regular Council Meeting. The Audit partner in charge and/or the audit manager assigned to the audit is required to attend the meeting and present and discuss the audit report.

1.8 ADDITIONAL SERVICES

The Village may issue one or more official statements for the sale of bonds during the term of this Agreement. The official statement will contain the basic financial statements or an extraction from the Comprehensive Annual Financial Report. The Auditor shall be required to issue, upon request, a consent and citation of expertise as auditor, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the Auditor, fees for such requests made by the Village shall be included in the annual fee for each fiscal year audit in Article 2. If significant additional staff time is required, Auditor shall provide a quote for the services to be provided in accordance with Article 2 for Additional Services.

1.9 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

The work papers are the property of the Auditor and shall be held locally for a period of five years after the date that the final audit report is presented. Work papers shall be available for examination or duplication without charge to authorized Village personnel, representatives of Federal or State Agencies upon request of that Agency or the Village in accordance with Federal Law, State Law and other regulations. Working papers will also be made available for examination, at no charge, or duplication, at a reasonable charge, to subsequent auditors engaged by the Village. All final reports presented to the Village shall be the property of the Village. The parties acknowledge that Florida's Public Records Act, Chapter 119, Fla. Stat. may be applicable to the work papers and final reports provided to the Village.

The Auditor warrants that there have been no disciplinary actions taken or are pending against the Auditor by State regulatory bodies or professional organizations. Further, the Auditor agrees to notify the Village immediately if any regulatory or other government agency requests a review of the audit work papers concerning the Village.

1.10 INFORMATION TO BE PROVIDED BY THE VILLAGE

The Village will provide, at a minimum, the following information to assist the Auditor in performing the annual audit:

1. General Ledger and Trial Balance for all funds as of September 30th and any other time periods requested by Auditor. These may be provided in electronic format.
2. Statements of Revenues and Expenditures/Expenses, Actual vs. Budgeted as of September 30th, and any other time periods requested by Auditor. These may be provided in electronic format.
3. Various schedules and worksheets designed to assist and provide backup information to the Auditor. These may be provided in electronic format.
4. Confirmation letters.

5. Copies of and or access to electronic images of paid invoices, cancelled checks and other supporting documentation as requested by Auditor.
6. Copies of or electronic images of minutes for all Village meetings including Pension Board meetings.
7. Copies of or electronic Images of resolutions and ordinances as requested by the Auditor.
8. Other information requested by the Auditor and mutually agreed upon by the Village.

ARTICLE 2 - FEE SCHEDULE

1. Annual Fee for the audit shall not exceed the following amount for the identified fiscal year:

a. Fiscal Year Ending September 30, 2016	\$51,400
b. Fiscal Year Ending September 30, 2017	\$52,940
c. Fiscal Year Ending September 30, 2018	\$54,530
d. Fiscal Year Ending September 30, 2019	\$56,165
e. Fiscal Year Ending September 30, 2020	\$57,850

2. As provided for in the Village RFP, the audit contract may be extended for a five year period upon the mutual agreement of the Auditor and the Village. If the contract extension is approved, the Annual Fee for the audit shall not exceed the following amount for the identified fiscal year:

a. Fiscal Year Ending September 30, 2021	\$59,585
b. Fiscal Year Ending September 30, 2022	\$61,375
c. Fiscal Year Ending September 30, 2023	\$63,215
d. Fiscal Year Ending September 30, 2024	\$65,110
e. Fiscal Year Ending September 30, 2025	\$67,065

3. Hourly Rates for Single Audit and/or Additional Services - For any requested Single Audit and/or Additional Services (excluding services required to accomplish the fiscal year audits), Auditor shall provide the Village with a quote for said Single Audit and/or Additional Services indicating the number of hours required to complete the Single Audit and/or Additional Services including who will perform the Services (i.e., Partner, Manager, Senior or Staff). The quote must be approved by the Village in writing before the Single Audit and/or Additional Services are performed. The quote to be provided by the Auditor for a Single Audit and/or Additional Services shall be consistent with the following rates:

a. Partner	\$200
b. Manager	\$160
c. Senior	\$120
d. Staff	\$90

All invoices from Auditor shall be submitted in sufficient detail to the Village to establish compliance with the terms of this Agreement.

ARTICLE 3- TERMINATION/REMEDIES

1. If either party fails to fulfill its obligations under this Agreement in a timely and proper manner including, but not limited to, any violation of federal, state or local law or regulations related to

this Agreement, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the ten (10) day time period.

2. Either party may terminate this Agreement at any time for convenience upon thirty (30) calendar days' prior written notice by certified mail, return receipt, to the other party. In the event of a termination for convenience, the Village shall compensate the Auditor for all authorized work satisfactorily performed through the termination date. The Village may withhold all payments to the Auditor until such time as the Village determines the exact amount due to the Auditor.
3. If either party initiates legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and reasonable court costs.
4. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in Palm Beach County, Florida.

ARTICLE 4 - OTHER REQUIREMENTS

1. The Auditor attests that there have been no disciplinary actions taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself. The Auditor further agrees to immediately notify the Village in writing should any disciplinary actions or complaints be filed against any of the firm's staff or the firm itself. Auditor shall be required to make an immediate written report of all fraud or illegal acts.
2. The audit engagement partner in charge will be Scott Porter and the independent audit partner is designated as Mark Veil. The Village shall reserve the right to approve any substitutions or changes in those two key audit team members.
3. Auditor shall provide the Village with a copy of each external quality control review report and letters of comment for each review conducted during the time period engaged by the Village.
4. Auditor is to provide a statement that all CPA's assigned to the audit have properly maintained CPE in governmental accounting as required by the Board of Accountancy, if requested by the Village CFO.
5. Auditor is to provide proof that all CPA's assigned to the engagement have attended "Ethics for Governmental CPAs in Florida", if requested by the Village CFO.
6. During the term of this Agreement, Auditor shall maintain and provide copies of the following insurance coverage (copy of declarations page from current policies for each of the following types of insurance must be attached to this Agreement):
 - a. Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than one hundred thousand dollars (\$100,000) for each accident, not less than one hundred thousand dollars (\$100,000) for each disease, and not less than five hundred thousand dollars (\$500,000) aggregate.
 - b. General liability Insurance with each occurrence limits of not less than three hundred thousand dollars (\$300,000), personal injury and advertising liability of not less than three hundred thousand dollars (\$300,000), and general aggregate of not less than three hundred thousand dollars (\$300,000).

- c. Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000) annual aggregate.
- d. Vehicle Insurance (hired and non-hired) with limits of not less than five hundred thousand dollars (\$500,000) per claim.

Except for Worker's Compensation and Professional liability Insurance, the Village shall be named as an additional insured on each of the above required policies. Auditor's failure to maintain the insurance as required herein shall not relieve Auditor of any liability that it may have to the Village.

- 7. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Auditor and Village, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8. This Agreement may only be amended, modified or changed by an instrument in writing signed by the parties hereto.
- 9. Auditor agrees to indemnify, defend and hold the Village, its Council, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, as a result of any gross negligence or willful misconduct on the part of Auditor or any officer, director, employee, agent, independent contractor and representative of Auditor. Without waiving any rights to sovereign immunity, and subject to the limitations of and to the extent permitted by Section 768.28, Florida Statutes, as amended from time to time, Village agrees to be responsible for its negligent acts. Nothing contained in this provision or in any other contract or agreement with Auditor shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time.
- 10. The Auditor is, and shall be, in performance of all work, services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work, services or activities performed pursuant to this Agreement shall at all times and in all places be subject to the Auditor's sole direction, supervision and control. the Auditor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Auditor's relationship and the relationship of its employees to the Village shall be that of an Independent contractor and not as employees or agents of the Village.
- 11. As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Auditor certifies that it, its affiliates, suppliers, sub-contractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
- 12. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies and that said party may have for any subsequent breach, default or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

13. Any and all notices required to be given in this Agreement shall be hand delivered, delivered via certified (RRR) U.S. Mail or by a nationally recognized overnight courier service to the following representatives of the Village and Auditor:

Village of Palm Springs
Attn: Rebecca l. Morse, CFO
226 Cypress Lane
Palm Springs, FL 33461-1699

And to the Auditor's representative and address:

Caler, Donten, Levine, Cohen, Porter and Veil, P.A.
Attn: Scott Porter, CPA
505 South Flagler Drive, Suite #900
West Palm Beach, FL 33401.

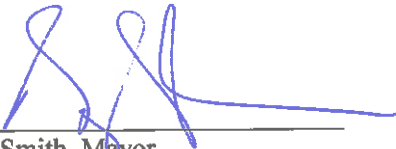
14. Auditor and Village agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.
15. In accordance with Palm Beach County ordinance number 2011-009, Auditor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Auditor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
16. Auditor 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 Auditor 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 Auditor or keep and maintain public records required by the Village to perform the service. If the Auditor transfers all public records to the Village upon completion of the Contract, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Contract, the Auditor 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.
 - (e) Notwithstanding the foregoing, the confidentiality provisions of Section 473.316 and 473.318, Florida Statutes, shall apply and all documents referred to in Chapter 473 are recognized as exempt from Chapter 119, Florida Statutes and the provisions of this paragraph 16. AUDITOR

shall be under no obligation to provide their audit working papers and such other AUDITOR records determined to be exempt from Chapter 119, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, scaljean@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

IN WITNESS WHEREOF, Village and Auditor have signed this Agreement on the day and year first written above.

VILLAGE OF PALM SPRINGS:

By 
Bev Smith, Mayor

(MUNICIPAL SEAL)



Attest:

By 
Susan M. Caljean, Village Clerk

CALER, DONTEN, LEVINE,
COHEN, PORTER & VEIL, P.A.

By 
Scott Porter, Shareholder

(CORPORATE SEAL)

Approved as to form and legal sufficiency

By 
Glen J. Torcivia, Village Attorney



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Parks & Recreation

ITEM 6.4:

Approve Park Connector Pathway Project Award - Sub-Phase II - Davis Road [Greenbrier to Lakewood] (Task Order No. 255) - Invitation to Bid (ITB) - Parks and Recreation Department (FY 2021 Budget Funded - CDBG & Sales Tax) - E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group

SUMMARY:

On March 8, 2018, the Village Council selected the Park Connector Pathway project to be developed/constructed through the Village (Resolution No. 2018-07) as the Village's Annual Community Development Block Grant (CDBG) project. This proposed project is expected to include five (5) total phases. Currently, the Village Council has authorized engineering and design to be completed for four (4) of the five (5) Phases (Task Order #255) with the remaining Phase after the Village completes the purchase of property to construct a new park on the east side of the Village. The proposed Village-wide pathway system project is expected to connect nine (9) of the Village's parks with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc.

The Park Connector Pathway project consists of two (2) primary components:

Phase I is the professional engineering and design [Village's FY 2019 CDBG Project - Resolution No. 2018-07, (March 8, 2018)]

Note: The Village Council (on November 7, 2019) provided input and direction on the proposed engineering and design plans that have been developed by the Village's consulting engineer prior to proceeding with additional Sub-Phases of the engineering and design portion of this project, which will include wide concrete sidewalk, paver brick separators, concrete

illuminated feature, stamped pavement options, landscaping improvements, proposed signage and information boards, etc.

Phase II is the construction of the system [Village's FY 2020 CDBG Project - Resolution No. 2019-07 (March 14, 2019) and Village's FY 2021 CDBG Project - Resolution No. 2020-09 (March 12, 2020) and Village's FY 2022 CDBG Project - Resolution No. 2021-03 (March 11, 2021)].

Within each of these Phases, the project has been broken into five (5) "Sub- Phases" and, thus, the work authorizations are (will be) referenced as such.

Sub-Phase I - South side of Alameda Drive (Davis Road east to the intersecting Pathway Park sidewalk that is located behind the Village Center Complex Ballfields) for a total of approximately 1,400 feet. This Sub-Phase was completed in February 2021 and is open to the public and serves as a showcase for the remainder of the project serving as an understanding/expectation for this community park project that will be built over the next few years.

Sub-Phase II - Davis Road, from Alameda Drive south to approximately 300 feet north of Lakewood Road (to include Royal Palm Park), approximately 2,600 feet of Greenbriar Drive that turns into Park Lane and west to Kirk Road to include the future Foxtail Palm Park and 600 feet of 10th Avenue North heading east off of Davis Road for a total of approximately 1.4 miles.

Note: Sub-Phase II is being proposed to be broken into two (2) separate projects (Sub-Phase IIA & Sub-Phase IIB) to better fund this very large project for years rather than at a single time. The proposed request to select a contractor for Sub-Phase IIB within this agenda item would authorize the construction of one of the these two projects.

Sub-Phase III - Lakewood Road (Davis Road west to Kirk Road), Canal Road (Davis Road west to Kirk Road) and Kirk Road (Lakewood Road north to Canal Road) for a total of approximately 1.26 miles.

Sub-Phase IV - Kirk Road (between Canal Road and Park Lane), 10th Avenue North (from Sago Park Road - Sago Palm Park - to Summer Street) and Summer Street (700 feet north to Sabal Palm Park) for a total of approximately 1.42 miles.

Sub-Phase V - At this time, the location for the final connection of the proposed Pathway (Sub-Phase V) has not been determined but is expected to connect to a potential new park (that is expected to be located east of Congress Avenue).

Note: The proposed Park Connector Pathway System Project, upon completion, is expected to be located both inside and outside of the Village's CDBG Target Area, to serve the residents of the target area by providing approximately 6.7 miles of an interconnected, pedestrian-friendly pathway between most of the Village's parks. The proposed pathway would be ADA compliant/accessible in an effort to serve those in the Village with unique abilities as well as

our senior population.

As a result, the Parks and Recreation Department is recommending that the Village proceed with this project and to begin the construction process for Phase II - Sub-Phase IIB- Davis Road [Greenbrier to Lakewood]. The proposed Sub-Phase IIB project has been designed to be located along the west side of Davis Road for a total of approximately 4,500 feet. This project has been included within the Village's FY 2021 Capital Improvement Plan (CIP) at an estimated cost of \$731,448.

Note: Various sources of reimbursement funding [i.e., Village CDBG, PBC CDBG, Surtax (Sales Tax) and Solid Waste Authority Blighted and Distressed Property Grant] have been committed to support the total cost for this phase of the project. Additionally, staff will also continue to investigate all grant opportunities, including FDEP, General Infrastructure and Transportation Planning Agency grant funding, to support the cost of this significant community project.

To ensure the lowest possible price for this project (and to meet CDBG requirements), staff issued an Invitation to Bid (ITB) on February 11, 2021, for the construction of the Pathway Park - Phase II - Sub-Phase IIB. This process was completed by the Village through a competitive selection process - Pathway Park Construction Sub-Phase IIB (ITB 2021B-001 - March 16, 2021).

Within the FY 2021 Budget - General Fund and the Capital Improvement Plan (CIP), the Village Council approved \$837,187 for engineering and construction of the Park Connector Pathway system (Village CDBG Funding - \$322,496, Solid Waste Authority Blighted and Distressed Property Grant - \$122,068, Village Infrastructure Sales Tax - \$100,000 and Village General Fund - \$292,623).

As a result of the Village's ITB, the following three (3) bid proposals were received:

Bidder	Total Bid
R&D Paving, LLC	\$418,955.35
E & F Florida Enterprises, Inc.	\$505,065.50
Waypoint Contracting, Inc.	\$574,394.90

Note: Village staff as well as the Village's contracted engineer, Wantman Group, and the Village Attorney reviewed the bids and identified one (1) bid proposal that was deemed unresponsive and was rejected (R&D Paving, LLC did not provide proof of a State of Florida General Contractor's License and, thus, failed to meet the bid requirements and was rejected. As a result, the *second lowest* bid received was provided by E&F Florida Enterprises, Inc. dba Creative Contracting Group in the amount of \$505,065.50. E&F Florida Enterprises provided a complete bid package with required documents and maintains the required State of Florida General Contractor License and meets the requirements set forth within the bid project manual.

The Village's Purchasing Code - Section 58-5(4)a - Competitive Selection Purchase Requirements, provides that the Village Manager shall have the authority to reject any and all bids, proposals, or other responses if he determines that it is in the best interest of the Village to do so.

Thus, after review of the (3) bids received, the Parks and Recreation Director, Public Services Project Manager, Village's contracted engineer, Wantman Group, Village Clerk and the Village Attorney determined that E&F Florida Enterprises provided the lowest responsible and responsive bid. Further, the proposed bid amount submitted by E&F Florida Enterprises is below the cost estimate by approximately 30% (or \$236,382.66).

As a result, staff is requesting the Council award this proposed contract (Task Order No. 255) in the amount of \$505,065.50 to the lowest responsive and responsible bidder, E&F Florida Enterprises.

If approved, the Village would accept E&F Florida Enterprises pricing, including all terms, conditions and pricing as submitted within their ITB proposal and proposed contract. 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: In accordance with the previously approved Interlocal Agreement with Palm Beach County that enables the Village to serve as a CDBG sub-recipient city (Resolution No. 2015-112), the Village (with County oversight) is responsible for all aspects of this project (i.e., establish general project timeframe, funding for all associated project costs and outline county and federal requirements - compliance with Palm Beach County Purchasing Code and Davis-Bacon Act minimum wages).

If approved, the proposed construction is expected to begin in July 2021 following the Notice to Proceed by the Village and is estimated to be completed by November 2021 (or approximately 150 days).

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, the Public Service Project Manager, Assistant Village Manager and the Finance Director.

The Village has worked with the proposed vendor previously and quality work was provided.

FISCAL IMPACT:

Funding to support the proposed new Park Connector Pathway project Phase II - Sub-Phase IIB is available within the FY 2021 Budget - General Fund utilizing CDBG grant funding, Palm Beach County Solid Waste Authority Blighted and Distressed Property Grant, and Infrastructure Surtax (Sales Tax)/General Fund funds (\$392,623).

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2019 Actual Funding - General Fund - Various Sources	\$ 156,742.16
FY 2020 Actual Funding - General Fund - Various Sources	\$ 300,488.39
FY 2021 Approved Funding - General Fund - Various Sources	\$ 837,187.00
FY 2022 Requested in FY 2021 Capital Improvement Plan - Various Sources	\$ 494,034.00
FY 2023 Requested in FY 2021 Capital Improvement Plan - Various Sources	\$ 800,000.00
TOTAL Allocated/Estimated Project Funding	\$2,588,451.55

<u>Available Funding/Revenues (Sources):</u>	<u>Amount</u>
FY 2019 Project Reimbursement - Village CDBG	\$ 133,263.00
FY 2019 Project Contribution - Village General Fund (Surtax)	\$ 23,479.16
FY 2020 Project Reimbursement - Village CDBG	\$ 164,161.39
FY 2020 Project Contribution - Village General Fund (Surtax)	\$ 136,327.00
FY 2021 Project Reimbursement - Village CDBG	\$ 322,496.00
FY 2021 Project Contribution - Village General Fund (Surtax)	\$ 100,000.00
FY 2021 Project Contribution - Village General Fund	\$ 292,623.00
FY 2021 Project Reimbursement - PBC SWA Blighted & Distressed Property Grant	\$ 122,068.00
FY 2022 Project Reimbursement - Village CDBG	\$ 154,205.00
FY 2022 Project Contribution - Village General Fund (Surtax)	\$ 339,829.00
FY 2023 Project Reimbursement - Village CDBG	\$ 154,205.00
FY 2023 Project Contribution - Village General Fund (Surtax)	\$ 645,795.00
Total Available Funding/Revenues:	\$2,588,451.55

<u>Expected/Actual Project Costs:</u>	<u>Amount</u>
FY 2019 Project Cost - Phase I - Actual Engineering & Design Cost	\$ 156,742.16
FY 2020 Project Cost - Phase I - Actual Engineering, Design Cost	\$ 136,327.00
FY 2021 Project Cost - Phase I - Estimated Engineering & Design Costs	\$ 100,000.00
FY 2022 Project Cost - Phase I - Estimated Engineering & Design Costs	\$ 18,168.00
FY 2023 Project Cost - Phase I - Estimated Engineering & Design Costs	\$ 15,000.00
FY 2020 Project Cost - Phase II - Actual Construction Costs	\$ 164,161.39
FY 2021 Project Cost - Phase II - Estimated Construction Costs	\$ 737,187.00
FY 2022 Project Cost - Phase II - Estimated Construction Costs	\$ 475,866.00
FY 2023 Project Cost - Phase II - Estimated Construction Costs	\$ 785,000.00
Total Expected/Actual Project Costs:	\$ 2,588,451.55

<i>Expected Project Costs (Breakdown by Sub-Phase):</i>	<i>Amount</i>
Project Cost - Phase I - Engineering and Design Cost (by Sub-Phase):	
Sub-Phase I - Alameda Drive	\$ 55,116.00
Sub-Phase I - Alameda Drive (Proposed Change Order No. 2)	\$ 1,500.00
Sub-Phase II - Davis Road	\$ 98,980.00
Sub-Phase II - Davis Road (Change Order No. 1)	\$ 30,280.00
Sub-Phase III - Canal Road, Kirk Road & Lakewood	\$ 77,923.16
Sub-Phase IV - Sago Park & Summer Street	\$ 72,310.00
Sub-Phase V - TBD - East Side of Village	TBD
Total Project Costs - Phase I - Engineering & Design:	\$336,109.16

<i>Expected Project Costs (Breakdown by Sub-Phase):</i>	<i>Amount</i>
Sub-Phase I - Alameda Drive	\$ 490,410.00
Sub-Phase II - Davis Road*	\$ 854,553.44 \$ 505,065.50
Sub-Phase III - Canal Road, Kirk Road & Lakewood Road	\$ 100,000.00 \$ 381,865.82
Sub-Phase IV - Sago Park & Summer Street	\$ 596,905.05
Sub-Phase V - TBD - East Side of Village	TBD
Total Project - Phase II Construction	\$2,928,799.81

Note: Funding noted in the FY 2021 CIP Budget for FY 2022 and FY 2023 was based on a previous cost estimate for construction for the remaining project sub-phases. Upon completion of the final design plans and development of the engineer's opinion of cost estimate, the construction prices to complete the remaining sub-phases are expected to increase above the original project cost estimate.

Note: Village staff is continuously looking for potential grant funding opportunities to offset the increased cost of this project. In addition to annual Community Development Block Grant (CDBG) funding and Village Infrastructure Surtax (Sales Tax) dollars, staff will continue to apply for PBC Solid Waste Authority Blighted and Distressed Property Grant(s), the Florida General Infrastructure Grant [and other opportunities with the Florida Department of Economic Opportunity (DEO)] and the Florida Department of Environmental Protection's Florida Recreation Development Assistance Program (FRDAP) and the Recreation Trails (Grant) Program (RTP).

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.

ATTACHMENTS:

Proposed Agreement E&F Florida Enterprises, Inc. dba Creative Contracting Group

Award Recommendation Letter - Wantman Group

ITB #2021B-001 - Bid Tabulation Comparison of Unit Pricing

Bid Submittal - E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group

Bid Submittal - R&D Paving LLC

Bid Submittal - Waypoint Contracting

ITB 2021B-001 - Park Connector Pathway SubPhase IIB

ITB 2021B-001 - Park Connector Pathway Bid Plans

ITB 2021-001 - Addendum No 1 - March 8, 2021

CIP Form - Park Connector Pathway

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2021 between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and **E&F Florida Enterprises, Inc dba Creative Contracting Group**, hereinafter the "CONTRACTOR", with its office located at 3141 Fortune Way S-16, Wellington, Florida 33414.

RECITALS

WHEREAS, the VILLAGE issued Invitation to Bid -2021B-001 to construct Pathway Park Construction Sub-Phase 2B (Task Order #255) (the "ITB");

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's bid in order for the CONTRACTOR to render the goods and services as specified in the ITB and herein;

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

WHEREAS, the VILLAGE finds awarding the ITB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. AGREEMENT TERM

1.1 The term of this Agreement shall commence upon approval of this Agreement by the Village Council and the Village's issuance of a Notice to Proceed.

1.2 Final completion of the Scope of Work (as identified herein) shall be completed in accordance with the ITB, attached hereto and incorporated herein as Exhibit "A".

1.3 Liquidated Damages. Liquidated Damages shall be assessed in accordance with the provision set forth in the ITB.

1.4 The Recitals set forth above are incorporated into the body of this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes all goods and services and other things necessary for the construction of a fitness park as more specifically set forth in the ITB, which is incorporated herein by reference (the Scope of Work).

2.2 The CONTRACTOR represents to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with accepted and established trade practices and

procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

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

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision (if authorized) and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors if authorized), while on VILLAGE premises, shall comply with all VILLAGE requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the ITB the CDBG Agreement with Palm Beach County and this Agreement and within the time frame set forth in the ITB.

2.6 The Project is being funded in whole or in part by the Community Development Block Grant Project Agreement between Palm Beach County and the VILLAGE, dated December 15, 2020, which includes the Requirements for Federally Funded Projects ("Grant Agreement"). The CONTRACTOR shall abide by all requirements and obligations imposed on the VILLAGE or the VILLAGE's subcontractor (or as otherwise identified) under the Grant Agreement (a copy of which is attached hereto as **Exhibit "C"**). This includes all Federal and Davis Bacon Act Requirements. Federal Requirements Parts 1&2, Wage Determinations, and Statement of Acknowledgement must be included in the bid submittal. If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the VILLAGE and CONTRACTOR to be extended.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder and if authorized by the ITB, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 This Agreement is for the construction of Pathway Park Construction Sub-Phase 2B (Task Order #255) for which the CONTRACTOR shall be entitled to a fee in an amount not to exceed \$505,065.50.

5.2 Should the VILLAGE require additional materials or services, not included in this Agreement or authorized via use of the allowance, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the VILLAGE's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The VILLAGE's ordering mechanism for the Scope of Work performed under this Agreement may be a VILLAGE Purchase Order; however, the terms and conditions stated in a VILLAGE Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order.

5.4 The VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work shall not exceed the amount set forth in Section 5.1, and no additional costs shall be authorized without prior written approval from the VILLAGE.

7. INVOICE

7.1 Generally. The CONTRACTOR shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the work.

VILLAGE staff will review each invoice submitted by the CONTRACTOR. If approved, the VILLAGE will make payment in accordance with the Contract Documents. If not approved, the VILLAGE will notify the CONTRACTOR within twenty (20) business days of the VILLAGE's receipt and identify the action necessary to correct the invoice or a deficiency.

7.2 Payment to the CONTRACTOR shall be made pursuant to the **Community Development Block Grant Agreement** and Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the VILLAGE will withhold ten

percent (10%) of each payment from an invoice to the CONTRACTOR as retainage until fifty percent (50%) of the invoice price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the invoice price to the CONTRACTOR, the VILLAGE will withhold only five percent (5%) of each invoice payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, VILLAGE staff may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the invoice price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.3 Upon substantial completion, the CONTRACTOR and VILLAGE shall establish a punch-list of items that must be completed by the CONTRACTOR prior to the CONTRACTOR submitting its final payment request.

7.4 Final Payment shall occur as follows: Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the VILLAGE), the CONTRACTOR shall submit a "final invoice" to the VILLAGE. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final invoice. This certifies that all work under the applicable invoice has been properly completed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the VILLAGE shall pay the remainder of the invoice price including any amount held as retainage.

7.5 Notwithstanding the foregoing, the VILLAGE shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the VILLAGE.

7.6 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the VILLAGE releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

7.7 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

8. AUDIT BY VILLAGE

8.1 The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the VILLAGE for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the VILLAGE.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 **TERMINATION BY VILLAGE:** The VILLAGE may terminate the agreement, the Contract and/or the Contract Documents if the CONTRACTOR is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (f) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the VILLAGE, may without prejudice to any other rights or remedies of the VILLAGE and after giving the CONTRACTOR and the CONTRACTOR's surety (if applicable), written notice and five (5) days to cure, terminate the contract, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the VILLAGE; and,
- (b) finish the work by whatever reasonable method the VILLAGE may deem expedient.

The CONTRACTOR and its surety (if any) shall be liable for any damage to the VILLAGE, including additional attorney and engineering/architectural fees, resulting from the

CONTRACTOR's termination under this provision by the VILLAGE, including but not limited to, and any increased costs incurred by the VILLAGE in completing the work.

When the VILLAGE terminates the Contract for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the VILLAGE wrongfully terminated the Contract, then the CONTRACTOR agrees to treat such termination as a termination for convenience.

13 TERMINATION BY THE VILLAGE FOR CONVENIENCE

13.1 The VILLAGE may, at any time, terminate the Contract and Contract Documents for the VILLAGE's convenience and without cause. Upon receipt of written notice from the VILLAGE of such termination for the VILLAGE's convenience, the CONTRACTOR shall:

- (a) cease operations as directed by the VILLAGE in the notice;
- (b) take actions necessary, or that the VILLAGE may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the VILLAGE's convenience, the CONTRACTOR shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

14. INSURANCE

14.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the ITB. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "Village of Palm Springs" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

15. WAIVER OF BREACH

15.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 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.

16.2 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.

16.3 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.

17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein, the underlying Community Development Block Grant (CDBG) Agreement that funds a portion of the project, as may be amended and the ITB (the ITB includes the CONTRACTOR'S response). To the extent that there exists a conflict between the documents, the CDBG Agreement, this Agreement and the ITB, shall prevail in that order. 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.

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 CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

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

19.1 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

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT.

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 for any and all disputes related to or arising from this Agreement 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

22.1 Time is of the essence in the completion of the Scope of Work as specified herein.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

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

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

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. DELAYS AND FORCES OF NATURE

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors (if authorized) and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the VILLAGE

pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

26. COUNTERPARTS

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

27. LIMITATIONS OF LIABILITY

27.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

28. PUBLIC ENTITY CRIMES

28.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

29. SCRUTINIZED COMPANIES.

29.1 As provided in Section 287.135, Florida Statutes, as amended from time to time, 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.

30. PREPARATION

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

31. PALM BEACH COUNTY INSPECTOR GENERAL

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

32. ENFORCEMENT COSTS

32.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

33. PUBLIC RECORDS

33.1 The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.
- (b) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

- (d) Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

34. INFRINGEMENT INDEMNITY

34.1 The CONTRACTOR will defend or settle at its expense a claim or suit brought by a third party against the VILLAGE arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the CONTRACTOR under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The CONTRACTOR will indemnify and hold harmless the VILLAGE against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the CONTRACTOR is promptly notified in writing of such claim or suit, (ii) the CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) VILLAGE furnishes the CONTRACTOR, on reasonable request, information available to VILLAGE for such defense. The VILLAGE will not admit any such claim without prior consent of the CONTRACTOR.

- (a) In the event of a claim of infringement, the CONTRACTOR shall, at its option:
1. procure for VILLAGE the right to continue using the deliverables provided under the Contract Documents; or
 2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
 3. If neither of the above actions is reasonably feasible, the CONTRACTOR will refund to VILLAGE the fee actually paid by VILLAGE under the Contract Documents (as amortized on a straight-line basis over the time in which the VILLAGE was able to use the deliverables).
- (b) The CONTRACTOR will have no obligation under this section for infringement and to the extent that such claim arises from:

1. modification of the deliverables other than by the CONTRACTOR or by its recommendation; or
 2. combination of the deliverables with products other than those supplied by the CONTRACTOR;
- and
3. the alleged infringement or misappropriation relates to such modification or combination.
- (c) The CONTRACTOR will also not have any indemnification obligation with respect to a claim: (i) if it has provided VILLAGE with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by VILLAGE within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.
- (d) CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

35. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

35.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

36. FEDERAL AND STATE TAX

36.1 The Village is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the Village's Tax Exemption Number.

37. PROTECTION OF PROPERTY

37.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

38. DAMAGE TO PERSONS OR PROPERTY

38.1 The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

39. WARRANTY

39.1 CONTRACTOR warrants and guarantees to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with this Agreement and the ITB and as further specified in the ITB.

40. SURVIVABILITY

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

41. DISCRIMINATION

41.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

42. CONSTRUCTION DEFECTS.

42.1 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

43. REIMBURSEMENT OF ENGINEER EXPENSES

43.1 Should the completion of the contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the VILLAGE for all expenses of engineering and inspection incurred by the VILLAGE during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the VILLAGE will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages.

44. PUBLIC CONSTRUCTION BOND

44.1 If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

44.2 The public construction bond shall be on forms attached hereto as **Exhibit “B”** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

44.3 To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- (f) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

45. E-VERIFY

45.1 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.

46. CONTRACTOR'S ADDITIONAL REPRESENTATIONS AND AGREEMENTS

In order to induce the VILLAGE to enter into this Contract, the CONTRACTOR makes the following representations:

46.1 CONTRACTOR has or will familiarize itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work. All work shall be performed consistent with all applicable laws and regulations.

46.2 CONTRACTOR agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the VILLAGE for any loss incurred in connection therewith. This compliance provision specifically includes the CONTRACTOR's compliance with all applicable standards, orders or regulations including, without limitation, those issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

46.3 The CONTRACTOR represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the VILLAGE upon request.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for the construction of a fitness park on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: _____

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____, as _____ (title), of _____, a limited liability corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires : _____



March 24, 2021

Mr. Justin Lucas
Village of Palm Springs
Parks and Recreation
226 Cypress Lane
Palm Springs, FL 33461
jlucas@vpsfl.org

RE: Project: Pathway Park Construction Sub-Phase 2B
Village Task Order No.: 255
WGI Project No.: 3527.02
Letter of No Objection

Mr. Lucas:

Per our Work Authorization Agreement No.: WG-G02 please accept the below letter of no objection for Bid No.: ITB 2021B-001:

On March 16, 2021 the Village of Palm Springs received three (3) bids for the above referenced project; Waypoint Contracting, Inc., E & F Florida Enterprises, Inc., and R & D Paving, Inc. R & D paving did not meet all of the requirements and therefore their bid was disqualified and excluded from the evaluation.

As shown in the table below, E & F Florida Enterprises, Inc. provided the lowest bid amount out of the qualified bids received.

Contractor	Bid Amount
Waypoint Contracting, Inc.	\$574,394.90
E & F Florida Enterprises, Inc.	\$505,065.50

WGI contacted the references provided in E & F Florida Enterprises, Inc.'s bid, and did not receive any negative responses from the contacted references.

Subsequently, WGI has no objection that E & F Florida Enterprises, Inc. is the lowest responsive responsible bidder.

Thank you,
WGI

A handwritten signature in blue ink, appearing to read 'K. Siegel'.

Kirsten Siegel, PLA
Municipal Studio Manager



BID TABULATIONS PATHWAY PARK PH2 ITB #2021B-001				Average of Bid Items for All Bidders	Engineer's Estimate		R&D Paving		E&F Florida		Waypoint Contracting	
Item #	Item Description	Qty.	Units	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
GENERAL REQUIREMENTS												
1	General Conditions	1	LS	\$ 17,550.00	\$ 50,000.00	\$ 50,000.00	\$ 10,200.00	\$ 10,200.00	\$ 7,500.00	\$ 7,500.00	\$ 34,950.00	\$ 34,950.00
2	Project Management/Supintendent	1	LS	\$ 21,021.67	\$ 47,886.58	\$ 47,886.58	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 40,565.00	\$ 40,565.00
3	Permits	1	LS	\$ 4,083.33	\$ 8,000.00	\$ 8,000.00	\$ 250.00	\$ 250.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00
4	Site Mobilization/Demobilization	1	LS	\$ 19,650.00	\$ 38,309.26	\$ 38,309.26	\$ 5,000.00	\$ 5,000.00	\$ 45,000.00	\$ 45,000.00	\$ 8,950.00	\$ 8,950.00
5	Maintenance of Traffic (incl. Pedestrian M.O.T.)	1	LS	\$ 15,380.00	\$ 47,886.58	\$ 47,886.58	\$ 30,640.00	\$ 30,640.00	\$ 6,000.00	\$ 6,000.00	\$ 9,500.00	\$ 9,500.00
6	Erosion Control	1	LS	\$ 3,865.00	\$ 8,500.00	\$ 8,500.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00	\$ 7,895.00	\$ 7,895.00
7	Indemnification	1	LS	\$ 670.00	\$ 10,000.00	\$ 10,000.00	\$ 10.00	\$ 10.00	\$ 2,000.00	\$ 2,000.00	\$ 0.00	\$ 0.00
8	As-built Survey/Record Drawings	1	LS	\$ 13,978.33	\$ 12,000.00	\$ 12,000.00	\$ 13,950.00	\$ 13,950.00	\$ 12,000.00	\$ 12,000.00	\$ 15,985.00	\$ 15,985.00
SUBTOTAL (GENERAL REQUIREMENTS)					\$ 222,582.42		\$ 71,250.00		\$ 97,500.00		\$ 119,845.00	
DEMOLITION												
9	Removal of Existing Landscape Material	1	EA	\$ 2,650.00	\$ 600.00	\$ 600.00	\$ 1,100.00	\$ 1,100.00	\$ 5,000.00	\$ 5,000.00	\$ 1,850.00	\$ 1,850.00
10	Removal of Existing Sidewalk	2,573	SY	\$ 41,253.77	\$ 30.00	\$ 77,190.00	\$ 14.10	\$ 36,279.30	\$ 19.00	\$ 48,887.00	\$ 15.00	\$ 38,595.00
11	Removal of Existing Asphalt	192	SY	\$ 3,299.20	\$ 35.00	\$ 6,720.00	\$ 6.55	\$ 1,257.60	\$ 25.00	\$ 4,800.00	\$ 20.00	\$ 3,840.00
12	Removal of Existing Chain Link Fence	125	LF	\$ 0.00	\$ 25.00	\$ 3,125.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SUBTOTAL (DEMOLITION)					\$ 87,635.00		\$ 38,636.90		\$ 58,687.00		\$ 44,285.00	
SITE PREPARATION												
13	Clearing and Grubbing	1	LS	\$ 26,543.33	\$ 16,193.53	\$ 16,193.53	\$ 9,180.00	\$ 9,180.00	\$ 10,000.00	\$ 10,000.00	\$ 60,450.00	\$ 60,450.00
14	Protection of Existing Trees to Remain	61	EA	\$ 6,891.98	\$ 100.00	\$ 6,100.00	\$ 172.95	\$ 10,549.95	\$ 41.00	\$ 2,501.00	\$ 125.00	\$ 7,625.00
15	Grading	1	LS	\$ 24,255.00	\$ 38,000.00	\$ 38,000.00	\$ 5,580.00	\$ 5,580.00	\$ 10,000.00	\$ 10,000.00	\$ 57,185.00	\$ 57,185.00
SUBTOTAL (SITE PREPARATION)					\$ 60,293.53		\$ 25,309.95		\$ 22,501.00		\$ 125,260.00	
HARDSCAPE, PAVING, AND GRADING												
16	8' Wide 4" Concrete Sidewalk	3,472	SY	\$ 157,281.60	\$ 52.00	\$ 180,544.00	\$ 42.65	\$ 148,080.80	\$ 53.25	\$ 184,884.00	\$ 40.00	\$ 138,880.00
17	8' Wide 6" Concrete Sidewalk	346	SY	\$ 24,127.73	\$ 65.00	\$ 22,490.00	\$ 63.20	\$ 21,867.20	\$ 81.00	\$ 28,026.00	\$ 65.00	\$ 22,490.00
18	Concrete Pavers for Crosswalks/Sidewalks	1,725	SF	\$ 29,210.00	\$ 11.00	\$ 18,975.00	\$ 25.80	\$ 44,505.00	\$ 10.00	\$ 17,250.00	\$ 15.00	\$ 25,875.00
19	Custom Concrete Stamp	1	EA	\$ 3,750.00	\$ 6,500.00	\$ 6,500.00	\$ 4,400.00	\$ 4,400.00	\$ 5,000.00	\$ 5,000.00	\$ 1,850.00	\$ 1,850.00
20	12" White Thermoplastic Painted Crosswalk	9	EA	\$ 5,880.00	\$ 1,000.00	\$ 9,000.00	\$ 275.00	\$ 2,475.00	\$ 1,000.00	\$ 9,000.00	\$ 685.00	\$ 6,165.00
21	Concrete Stamping	64	SF	\$ 3,093.33	\$ 26.00	\$ 1,664.00	\$ 22.00	\$ 1,408.00	\$ 78.00	\$ 4,992.00	\$ 45.00	\$ 2,880.00
22	ADA Detectable Warnings	1	LS	\$ 5,833.33	\$ 18,000.00	\$ 18,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00
23	White Aluminum Fence	125	LF	\$ 0.00	\$ 200.00	\$ 25,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
24	Harmonizing Existing Grades and Conditions	1	LS	\$ 9,916.67	\$ 12,500.00	\$ 12,500.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,750.00	\$ 18,750.00
SUBTOTAL (HARDSCAPE, PAVING, AND GRADING)					\$ 294,673.00		\$ 232,236.00		\$ 261,652.00		\$ 223,390.00	
SITE AMENITIES												
25	4' Rolled Form Perforated Bench	1	EA	\$ 2,128.33	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 1,585.00	\$ 1,585.00
26	Trailhead Signage (Ferrin Signs)	2	EA	\$ 4,760.00	\$ 2,800.00	\$ 5,600.00	\$ 2,365.00	\$ 4,730.00	\$ 2,900.00	\$ 5,800.00	\$ 1,875.00	\$ 3,750.00
27	Park Directional Signage (Ferrin Signs)	6	EA	\$ 12,516.00	\$ 1,500.00	\$ 9,000.00	\$ 1,625.00	\$ 9,750.00	\$ 1,833.00	\$ 10,998.00	\$ 2,800.00	\$ 16,800.00
SUBTOTAL (SITE AMENITIES)					\$ 16,100.00		\$ 16,480.00		\$ 19,598.00		\$ 22,135.00	
LANDSCAPE												
28	Bahia Sod	20,170	SF	\$ 9,883.30	\$ 1.00	\$ 20,170.00	\$ 0.25	\$ 5,042.50	\$ 0.75	\$ 15,127.50	\$ 0.47	\$ 9,479.90
SUBTOTAL (LANDSCAPE)					\$ 20,170.00		\$ 5,042.50		\$ 15,127.50		\$ 9,479.90	
ALLOWANCES												
29	Contingency Allowance	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
SUBTOTAL (ALLOWANCES)					\$ 30,000.00		\$ 30,000.00		\$ 30,000.00		\$ 30,000.00	
TOTAL BID					\$ 731,453.95		\$ 418,955.35		\$ 505,065.50		\$ 574,394.90	

SECTION 00300
BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction Sub-Phase 2B

Bid Number: ITB 2021B-001

Bidders Name: E + F Florida Enterprises Inc.

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00300 - Bid Submission Checklist
2. ☒ Completed Section 00310 - Bid Form
3. ☒ Completed Section 00315 – Bidder's Qualification Questionnaire and applicable attachments.
4. ☒ Completed Section 00320 – Electronic Files Disclaimer
5. ☒ Completed Section 00410 – Bid Bond Complete with Power of Attorney
6. ☒ Completed Section 00415 - Public Entity Crimes
7. ☒ Completed Section 00420 - Drug-Free Workplace Certificate
8. ☒ Completed Section 00425 - Non-Collusive Affidavit
9. ☒ Provide requested bidder qualification information per Section 00100 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ☒ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.
11. ☒ Signed Copy of All Addenda

12. ☒ PBC Requirements for Federally Funded Projects, Part 1

☒ a. Non-collusion Affidavit of Prime Bidder

☒ b. Anti-Kickback Affidavit

☒ c. Certification of Eligibility of General Contractor

☒ d. Certification of Non-segregated Facilities

☒ e. Workforce Projection

f. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participant *upon Award*

g. Statement and Acknowledgement *upon Award*

h. Form HUD-2516 in EXCEL Format (Electronic File Provided) *upon Award.*

i. Section 3 Report *upon Award.*

*Upon
Award
as per
next page*

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original". *N/A - Electronic Bid.*

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	Village of Palm Springs - Park Connector Pathways Ph2
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

1. General Requirements:

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. Forms for the successful bidder, to be submitted after contract award:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement

4. Reports to be submitted to DHES by Subrecipient/ Contractor after contract award:

- Contract Award Report (HUD Form 2516) to be submitted as follows:
 - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - with the final payment request
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

5. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

Wage Decision(s) No.:	FL20210182 Mod 0, Highway 1/1/2021
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Section 00310

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>01</u>	<u>3-8-21</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	7500. ⁰⁰	7500. ⁰⁰
2	Project Management/ Superintendent	LS	1	12,500. ⁰⁰	12,500. ⁰⁰
3	Permits	LS	1	10,000. ⁰⁰	10,000. ⁰⁰
4	Site Mobilization/ Demobilization	LS	1	45,000. ⁰⁰	45,000. ⁰⁰
5	Maintenance of Traffic	LS	1	6,000. ⁰⁰	6,000. ⁰⁰
6	Erosion Control	LS	1	2500. ⁰⁰	2500. ⁰⁰
7	Indemnification	LS	1	2,000. ⁰⁰	2,000. ⁰⁰
8	A-Built Survey/ Record Drawings	LS	1	12,000. ⁰⁰	12,000. ⁰⁰
Demolition					
9	Removal of Existing Landscape Material	EA	1	5,000. ⁰⁰	5,000. ⁰⁰
10	Removal of Existing Sidewalk	SY	2,573	19. ⁰⁰	48,887. ⁰⁰
11	Removal of Existing Asphalt	SY	192	25. ⁰⁰	4,800. ⁰⁰
12	Removal of Existing Chain Link Fence	LF	125	Ø	Ø
Site Preparation					
13	Clearing and Grubbing	LS	1	10,000. ⁰⁰	10,000. ⁰⁰
14	Protection of Existing Trees to Remain	EA	61	41. ⁰⁰	2,501. ⁰⁰
15	Grading	LS	1	10,000. ⁰⁰	10,000. ⁰⁰
Hardscape, Paving, and Grading					
16	8' Wide 4" Concrete Sidewalk	SY	3,472	53.25	184,884. ⁰⁰
17	8' Wide 6" Concrete Sidewalk	SY	346	81. ⁰⁰	28,026. ⁰⁰
18	Concrete Pavers for Crosswalk/Sidewalks	SF	1,725	10. ⁰⁰	17,250. ⁰⁰
19	Custom Concrete Stamp	EA	1	5,000. ⁰⁰	5,000. ⁰⁰
20	12" White Thermoplastic Painted Crosswalk	EA	9	1000. ⁰⁰	9,000. ⁰⁰
21	Concrete Stamping	SF	64	78. ⁰⁰	4,992. ⁰⁰
22	ADA Detectable Warnings	LS	1	7500. ⁰⁰	7,500. ⁰⁰
23	White Aluminum Fence	LF	125	Ø	Ø
24	Harmonizing Existing Grades and Conditions	LS	1	5,000. ⁰⁰	5,000. ⁰⁰
Site Amenities					
25	4' Rolled Form Perforated Bench	EA	1	2800. ⁰⁰	2,800. ⁰⁰

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Trailhead Signage (Ferrin Signs)	EA	2	2900. ⁰⁰	5800. ⁰⁰
27	Park Directional Signage (Ferrin Signs)	EA	6	1833. ⁰⁰	10,998. ⁰⁰
Landscape					
28	Bahia Sod	SF	20,170	0.75	15,127. ⁵⁰
Allowances					
29	Contingency Allowance	AL	1	\$30,000.00	\$30,000.00
Total of All Unit Price Bid Items					\$505,065.⁵⁰

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 505,065.⁵⁰

Five Hundred and five thousand, sixty five dollars and fifty cents

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; ✓
 - B. List of Proposed Subcontractors; ✓
 - C. List of Proposed Suppliers; ✓
 - D. List of Project References; ✓
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; ✓
 - F. Contractor's License No.: CGC 1513410 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; and ✓
 - G. Required Bidder Qualification Statement with supporting data. ✓

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

E + F Florida Enterprises Inc

By:

[Signature]



[Printed name]

Lisa Addis

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

FRANK ADDIS

Title:

Secretary

Submittal Date:

3-16-21

Address for giving notices:

3141 Fortune way S16
Wellington FL 33414

Telephone Number:

561 333-1445

Fax Number:

561 333-7894

Contact Name and e-mail address:

Lisa Addis

creativecontractor@comcast.net

Bidder's License No.:

CGC 151 3410 (Florida)

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business?
17 Years
2. General Contractor's License Number (attach copy): CGC1513410
3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida. ✓
4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

Project Title: Love ST Parking lot Renovations

Owner Contact: TOWN OF JUPITER Ph: 561-741-2281

Engineer Contact: Scott Isberner Ph: 561-741-2281

Contract Time: 120 days Bid Value: 407,700

Final Contract Amount: 393,414 Completion Date: 12/10/19

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

NO.

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?

yes

7. Will you subcontract any part of this work: If so, give details:

Name of Subcontractor

Work to be performed

Line Technology

Thermoplastic Stripping

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

00315-2

BIDDER QUALIFICATIONS QUESTIONNAIRE

2 Landscape Trucks for Demo + Haul, excavators, bobcats, chipping hammers, wet saws, curbing machine, and numerous other power tools & equipment that may be needed.

9. What equipment will you purchase for completing the proposed work:

NONE

10. What equipment will you rent for completing proposed work:

Cement Delivery, Products needed as per MOT Plan
Signs, barrels, barricades, fencing etc.

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)

see attached

12. BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation ^{N/A} of similar size, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The work being inclusive of aluminum bridge installation ^{N/A}, canal grading, installation of rubble riprap ^{N/A}, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.

a. Project Name: Love St Parking Lot Renovations
Owner/Entity Name: TOWN OF JUPITER.
Address: A1A + Love St.
City, State, Zip: JUPITER FL. 33469
Owner Contact Scott Isbener Title: ENG. Ph No.: 561-741-2281
Start Date of Project: 11/2019
Completion Date of Project: 2/2020

Summary of Project:

project cost \$407,700. complete renovations: Asphalt, stripping, sidewalks, driveways, concrete landscaping beds landscaping (palm trees etc), Irrigation, plumbing MOT, Clearing + grubbing, grading, street lights, signage etc
Similar Reference type: (check all that apply)

Aluminum Bridge Installation

N/A

Other Similar Equivalent Work

✓

b. Project Name: NPB Country Club Temp. Facility
Owner/Entity Name: Village of North Palm Beach
Address: 951 V51
City, State, Zip: NPB FL 33408
Owner Contact Chuck Huff Title: POST. MGR Ph No.: 561-348-0697
Start Date of Project: 6/2017
Completion Date of Project: 9/2017

Summary of Project:

Project cost \$ 342,424. Included, concrete
sidewalks + ramps, running plumbing + electrical lines.
irrigation, parking lot changes with driveway to AIA, decks,
MOI, clearing + grubbing, grading, fencing, Bathroom (courtyard), Awnings etc.
Similar Reference type: (check all that apply)

Aluminum Bridge Installation

N/A

Other Similar Equivalent Work

✓

c. Project Name: Ocean Front Park Retaining wall / stairs

Owner/Entity Name: CITY OF Boynton Beach

Address: 6415 N Ocean Blvd, Ocean Ridge FL 33435

City, State, Zip: Ocean Ridge FL 33435

Owner Contact SMI MOOTZ Title: PT. MGR. Ph No.: 561-307-2185

Start Date of Project: 3/2019

Completion Date of Project: 5/2019

Summary of Project:

included, major clearing + grubbing, install retaining
wall, demo, concrete staircase, concrete sidewalks,
fencing + railing, landscaping, irrigation, grading etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

N/A

Other Similar Equivalent Work

✓

d. Project Name: LAKE WORTH Casino Bus Stop

Owner/Entity Name: CITY OF LAKE WORTH Beach

Address: 105 Ocean Blvd

City, State, Zip: LAKE WORTH Beach FL 33460

Owner Contact MIKE DAVID Title: PSC. MGR. Ph No.: 561-291-3389

Start Date of Project: 2/20

Completion Date of Project: 4/20

Summary of Project: \$123,594

clearing & grubbing, grading, mow, landscaping,
Driveway, concrete sidewalks & curbing, asphalt,
stripping, plumbing, signage, drainage, bus shelter etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

N/A

Other Similar Equivalent Work

✓

e. Project Name: Riviera Beach Marina Seawall

Owner/Entity Name: Riviera Beach CRA.

Address: 1930 E 13th St.

City, State, Zip: Riviera Beach FL 33404

Owner Contact Andre Lewis Title: PST. MGR. Ph No.: 561-714-7719

Start Date of Project: 12/2018

Completion Date of Project: 2/2019

Summary of Project: \$285,600

Removal of 850 feet of Seawall, replace with
new concrete form, stucco, fencing, railing,
painting, landscaping, clearing & grubbing, grading etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

N/A

Other Similar Equivalent Work

✓

f. Project Name: Joe Crowder Dog Park

Owner/Entity Name: City of Boynton Beach

Address: 800 Renaissance Commons Blvd

City, State, Zip: Boynton Beach FL 33426

Owner Contact Gail Moore Title: PST MGR Ph No.: 561-307-2185

Start Date of Project: 7/20

Completion Date of Project: 8/20

Summary of Project:

clearing + grubbing, grading, concrete sidewalks
+ curbing, landscaping, irrigation, drainage,
railing, MOT, etc.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

N/A

Other Similar Equivalent Work

✓

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06. ✓

14. Declaration of Work Components Schedule Monday - Saturday 7AM - 4PM
CONTINUOUS WORK every day that is allowed plus extra hours,
MAIN objective is to have project completed in a timely manner
Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form.
(Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

Demo, grading, sidewalks, concrete, irrigation,
MOT, clearing + grubbing, landscaping etc.

Work Components that will be provided by subcontractors are as follows:

thermo plastic stripping

END OF SECTION

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to Pathway Park Construction Phase 2B subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

E+f Florida Enterprises inc

CONTRACTOR's Company Name

L. Addis

LISA Addis V.P.

Signature of Authorized Agent of CONTRACTOR

Name and Title (Printed)

SECTION 00410

BID BOND

STATE OF FLORIDA)

) SS

KNOW ALL MEN BY THESE PRESENTS, that we, E&F Florida Enterprises, Inc dba Creative Contracting Group

as Principal and CONTRACTOR, and United States Fire Insurance Company

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Pathway Park Construction Phase 2B

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that If the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

E&F Florida Enterprises, Inc
IN WITNESS WHEREOF, the said dba Creative Contracting Group, as Principal herein, has
caused these presents to be signed in its name by its _____
and attested by its _____ under its corporate seal, and the said
United States Fire Insurance Company as Surety herein, has caused these presents to be signed in its name by its
under its corporate seal, this 16th day of March A.D., 2021.

Signed, sealed and delivered in

the presence of:

E&F Florida Enterprises, Inc dba Creative Contracting Group

Principal-CONTRACTOR

Frank Addis, Frank Addis
Secretary

By: [Signature]

Title: LISA Addis, V.P./owner

As to Principal

United States Fire Insurance Company

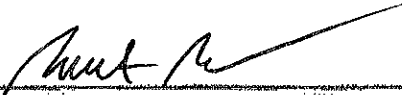
Surety

By: [Signature]

Brett Rosenhaus, Attorney-in-Fact
Attorney-in-Fact (Power-of-Attorney to be attached)

00410-2

BID BOND

By: 
Brett Rosenhaus
Resident Agent

END OF SECTION

00410-3

BID BOND

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427820

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brett Rosenhaus, Dale Belis, Richard Zimmerman

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A.R.R.

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16th day of March 2021

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name E + F Florida Enterprises Inc

Signature 

Name & Title LISA Addis V.P.

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

THIS CERTIFICATION is submitted by the LISA Addis
(INDIVIDUAL'S NAME)

of V.P.
(TITLE/POSITION WITH COMPANY/VENDOR)

E & F Florida Enterprises Inc
(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE L Addis

DATE 3-15-21

END OF SECTION

00420-2

DRUG-FREE WORKPLACE

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of FL.)

County of Palm Bch)

Lisa Addis being first duly sworn, deposes and says that:

1. He/she is the V.P./owner, (Owner, Partner, Officer, Representative or Agent) of E+F Florida Enterprises the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, Sealed and Delivered in the Presence of:

By: 

LISA Addis

Printed Name

V.P.

Title

END OF SECTION

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared LISA Addis, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) 5 He is V.P. of E+F Florida Enterprises Inc., the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 2021B-001 Project Name: Pathway Park Construction DB

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: *L Addis*

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online

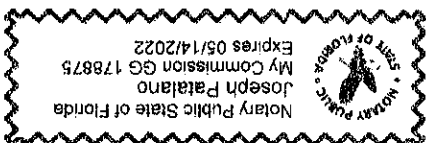
notarization, this 15 day of March 2021 by

LISA Addis, who is ☒ personally known to me or ☐ who has produced

n/a as identification.

NOTARY SEAL:

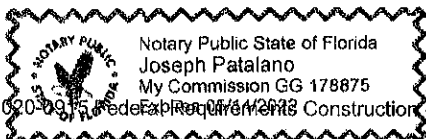
Notary Signature: *Joseph Patalano*



Notary Name: Joseph Patalano

Notary Public-State of Florida

Commission No. GG 178875



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, Joseph Patalano, personally appeared LISA Addis who, after being by me first duly sworn, deposes and says:

(1) I am V.P. of E & F Florida Enterprises, the bidder that has submitted a proposal to perform work for the following project:

Contract #: 2021B-001 Project Name: Pathway Park Construction 2B

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, Village of Palm Springs as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: 

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 15 day of March 2021 by LISA Addis, who is ☒ personally known to me or ☐ who has produced N/A as identification.

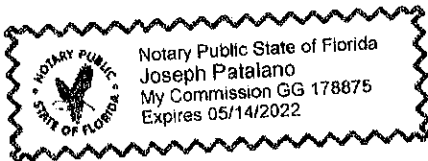
NOTARY SEAL:

Notary Signature: 

Notary Name: Joseph Patalano

Notary Public-State of Florida

Commission No. GG 178875



CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared LISA Addis, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the V.P. of E+P Florida Enterprises, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC 1813410 Expiration Date: 8/31/22
who submitted a proposal to perform work for the following project:

Contract #: 2023-001 Project Name: Pathway Park Construction 2B

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: L Addis

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 15 day of MARCH 2021 by

LISA Addis, who is ☒ personally known to me or ☐ who has produced
N/A as identification.

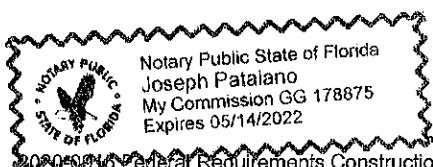
NOTARY SEAL:

Notary Signature: Joseph Patalano

Notary Name: Joseph Patalano

Notary Public-State of Florida

Commission No. GG 178875

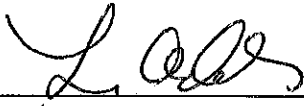


CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Pathway Park Construction 2B
Company Name and Address: E+P Florida Enterprises inc
3141 Fortune Way S-16
Wellington FL 33414


Signature

Lisa Addis V.P.
Name and Title

3-15-21
Date

WORKFORCE PROJECTION

PROJECT NAME:

Pathway Park Construction 2B

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☐ Asphalt Distributor
- ☐ Asphalt Paving Machine
- ☐ Asphalt Screed
- ☐ Backhoe
- ☐ Boom Auger Operator
- ☐ Bulldozer
- ☐ Concrete Curb Machine Operator
- ☐ Concrete Joint Saw Operator
- ☐ Concrete Pump
- ☐ Cranes with boom length less than 150 ft
- ☐ Cranes with boom length 150 ft and over
- ☐ Cranes, all tower cranes, and all
- ☐ Derrick, or Dragline
- ☐ Earthmover
- ☒ Excavator
- ☐ Forklift
- ☐ Front End Loader
- ☐ Grader/Blade
- ☐ Guardrail Erector
- ☐ Guardrail Erector
- ☐ Guardrail Post Driver
- ☐ Mechanic (type: _____)
- ☐ Milling Machine Grade Checker
- ☐ Milling Machine Operator
- ☐ Motor Grader
- ☐ Mulching Machine
- ☐ Oiler, Greaseman
- ☒ Pavement Striping Machine
- ☐ Pavement Striping Machine Nozzleman
- ☐ Pile driver
- ☐ Power Sub-grade Mixer
- ☐ Roller
- ☐ Scraper
- ☒ Sign Erector
- ☒ Small Tool Operator
- ☐ Tractor
- ☐ Trenching Machine
- ☐ Truck Driver (type: _____)
- ☐ Other:
- ☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
- ☐ Air Tool Operators
- ☐ Asphalt Rakers
- ☐ Bricklayer/Brickmason/Blocklayer
- ☐ Carpenter
- ☒ Cement Mason/Concrete Finisher
- ☐ Drywall Hanger
- ☐ Drywall Finisher/Taper
- ☐ Electrician
- ☐ Elevator Mechanic
- ☒ Fence Erector
- ☐ Form Setter
- ☐ Glazier
- ☐ Grade Checker
- ☐ HVAC Mechanic (type: _____)
- ☐ Ironworker - Ornamental
- ☐ Ironworker - Reinforcing
- ☐ Ironworker - Structural
- ☒ Laborer - Common or General
- ☐ Laborer - Roof Tear off
- ☐ Landscape and Irrigation laborer
- ☐ Lather
- ☐ Mason Tenders
- ☐ Painter
- ☐ Pipefitter (excluding HVAC pipe work)
- ☐ Pipelayer
- ☐ Plasterer
- ☐ Plasterers Tenders
- ☐ Plumber (excluding HVAC pipe)
- ☐ Plumber (including HVAC pipe)
- ☐ Roofer (including built-up, composition and single ply)
- ☐ Sheet Metal Worker (including HVAC duct work)
- ☐ Sprinkler Fitter (fire sprinkler)
- ☐ Terrazzo Worker Mechanic
- ☐ Tile Setter
- ☐ Traffic Control Specialist
- ☐ Traffic Signalization - Installer
- ☐ Traffic Signalization - Mechanic
- ☐ Unskilled Laborer
- ☐ Welder
- ☐ Other:

Submitted by: LISA AddisDate: 3-15-21



Park Connector Pathway Sub-

Phase 2B

Addendum No. 1

March 8, 2021

BIDS DUE: 2:00 PM, Local Time, March 16, 2021

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for Park Connector Pathway Sub-Phase 2B, fully and completely as if the same were fully set forth herein.

IN THE BID PLANS

1. Sheets LH-102 and LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

Plan Calls:

New fence to replace existing chain link fences.

Replace With:

Existing chain link fence to remain.

2. Sheet LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

Plan Calls:

Field adjust proposed sidewalk around trees 51, 54, 59, 61.

Replace With:

Field adjust proposed sidewalk around existing trees as required.

3. Sheets GN-100, C-101, C-102, C-103, C-104, and C-105 Palm Springs Park
Connector Pathway Sub-Phase 2B

Plan Calls:

Legend has designation of "existing sidewalk (to be removed)" listed twice with different symbols.

Replace With:

Duplicate designation corrected to indicate "Proposed Paver Sidewalk".

ON THE BID FORM

1. Mark line item No 12 with \$0- existing fencing will remain.
2. Mark line item No 23 with \$0- existing fencing will remain.

Receipt acknowledged and conditions agreed to the 9 day of March, 2021.

EST Florida Enterprises inc

Bidder

By

[Signature]



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



ADDIS, LISA M.

CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

LICENSE NUMBER: CGC1513410

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

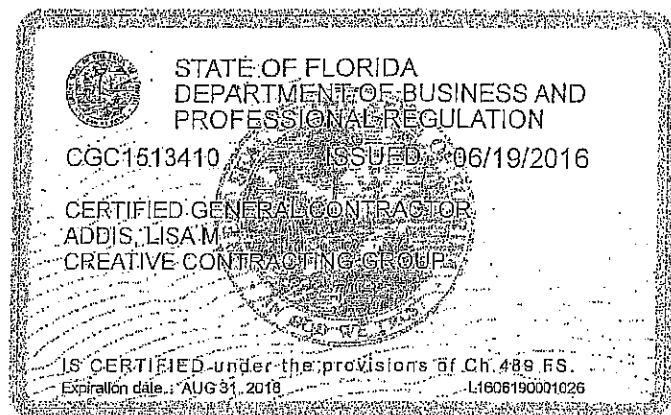
(850) 487-1395

ADDIS, LISA M
CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

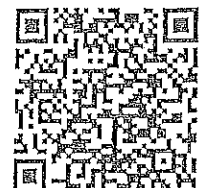
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1513410

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



ADDIS, LISA M
CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414



ISSUED: 06/19/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606190001026



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

3141 fortune WAY BAY 16
WELLINGTON, FL 33449

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	ADDIS LISA M	CGC1513410	B21.2853 - 10/01/20	\$30.50	B40149592

This document is valid only when receipted by the Tax Collector's Office.

CREATIVE CONTRACTING GROUP
E AND F FLORIDA ENTERPRISES INC
4210 SEA MIST WAY
WELLINGTON, FL 33449

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 201465581
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

E & F FLORIDA ENTERPRISES INC
BALANCE SHEET
AT MARCH 31, 2020
UNAUDITED

Assets	
Current Assets	
Cash in Banks	220,832.
Cash on Hand	17,989.
Accounts Receivable	291,025.

Total Current Assets	529,846.
Fixed Assets	
Machinery & Equipment Net of Depreciation	65,737.
Auto & Equipment Net of Depreciation	181,014.
Office Equipment Net of Depreciation	13,106.

Total Fixed Assets	259,857.
Other Assets	
Inventory at Cost	32,581.
Loans to Partners	54,593.
Undeposited Funds	32,945.

Total Other Assets	120,119.
Total Assets	909,822.
Liabilities & Partners Net Worth	
Current Liabilities	
Accounts Payable	19,064.
Loans Payable-Machinery & Equipment	12,057.
Loans Payable-Auto & Equipment	14,216.
Loans Payable-Office Equipment	804.
Taxes & Accruals	1,922.

Total Current Liabilities	48,063.

page 2
continued

Long Term Liabilities	
Loans to Officers	25,000.

Total Long Term Liabilities	25,000.
 Total Liabilities	 73,063.
 Capital	
Retained Earnings	782,572.
Profit for Period	54,187.

Total Retained Earnings	836,759.

Total Liabilities & Capital	909,822.



E&FFL-1

OP ID: NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Cspeo Consulting LLC		561-392-3300		CONTACT NAME: PHONE (A/C, No, Ext): 561-392-3300 FAX (A/C, No): 561-361-1132 E-MAIL ADDRESS:
INSURED E&F Florida Enterprises, Inc DBA Creative Contracting Group 3141 Fortune Way # 16 Wellington, FL 33414				INSURER(S) AFFORDING COVERAGE INSURER A: BusinessFirst Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
				NAIC # 11697

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		521-12678	04/16/2020	04/16/2021	☒ PER STATUTE ☒ OTHER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00

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

CERTIFICATE HOLDER

CANCELLATION

PROOF OF

Proof of Insurance Only

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Insured Choice of North America 706 W. Boynton Beach Blvd. #110 Boynton Beach FL 33426		CONTACT NAME: Troy Sissom PHONE (A/C, No, Ext): (561) 736-6022 FAX (A/C, No): (561) 736-6052 E-MAIL ADDRESS: insuredchoice@insuredchoice.com	
INSURED E & F Florida Enterprises Inc DBA Creative Contracting #CGC1513410 3141 Fortune Way Suite 16 Wellington FL 33449		INSURER(S) AFFORDING COVERAGE INSURER A: UNITED NATL INS CO INSURER B: NAUTILUS INS CO INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		CST0000581	04/05/2020	04/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ OCCUR DED RETENTION \$			AN082417	04/05/2020	04/05/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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**

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2020

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Floridian Coastline Group 2450 E Commercial Blvd Suite 203 Ft Lauderdale FL 33308	CONTACT NAME: Ana Grajales PHONE (A/C No, Ext): (954) 302-4531 FAX (A/C No): (954) 692-3941 E-MAIL ADDRESS: ana@floridiancoastline.com														
INSURED E&F FLORIDA ENTERPRISES, INC DBA CREATIVE CONTRACTORS GROUP 3141 FORTUNE WAY STE 16 WELLINGTON FL 33414	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Travelers Casualty Insurance Company of</td><td>19046</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Insurance Company of	19046	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Casualty Insurance Company of	19046														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: CL16122103216** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			BA6H922577	10/3/2020	10/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 500,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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**

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

Michael Cruz/ANA

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**3141 FORTUNE WAY SUITE 16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410**

LIST OF SOME OF OUR EQUIPMENT AND FACILITIES

2014 Mitsu Fuso Landscape Truck

2007 Mitsu Fuso Landscape Truck

Ford E-350 Box Truck

Caterpillar Excavator 252B

New Holland Excavator L185

2001 Blast/Trail Power wash Trailer

2004 Contr/Trail Flat Trailer

Also : bobcats, generators, scaffolding, ladders, wheel barrels, chipping hammers, wet saws, and numerous power tools and equipment used for all aspects of construction.

Our main office is located at 3141 Fortune way, suite 16, Wellington, FL 33414

CCG also has a warehouse/ yard located on Grove St, in West Palm Beach

Thanks,

Lisa Addis V.P.



3141 FORTUNE WAY S-16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

Current Projects

Lake Worth Warehouse Conversion. 95% complete

Valencia Reserve Locker room renovations. 50% complete

PBC Dept of Eco. Dewberry St Home Renovation 90% Complete

Village of Wellington Monument Sign 50% complete

Bellagio Sidewalks 90%

Wellington Industrial Complex parking lot renovations 50% complete

Jupiter Pods Project. Did not start yet.

Thanks,

Lisa Addis V.P.



3141 FORTUNE WAY S-16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

List of Proposed Suppliers

Tremron, Pavers

Ferrin Signs, signs

Scofield Systems, Stamp

Highland Products Group, Bench

Williams Sodding, sod

Mot Plan, Bob's Barricades

Cemex, concrete

DWS, detectable warnings

Marjam building supply, misc.

Thanks,

Lisa Addis V.P.

COPY

SECTION 00300
BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction Sub-Phase 2B

Bid Number: ITB 2021B-001

Bidders Name: R & D Paving, LLC

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00300 - Bid Submission Checklist
2. ☒ Completed Section 00310 - Bid Form
3. ☒ Completed Section 00315 – Bidder's Qualification Questionnaire and applicable attachments.
4. ☒ Completed Section 00320 – Electronic Files Disclaimer
5. ☒ Completed Section 00410 – Bid Bond Complete with Power of Attorney
6. ☒ Completed Section 00415 - Public Entity Crimes
7. ☒ Completed Section 00420 - Drug-Free Workplace Certificate
8. ☒ Completed Section 00425 - Non-Collusive Affidavit
9. ☒ Provide requested bidder qualification information per Section 00100 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ☒ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.
11. ☒ Signed Copy of All Addenda

12. ___ PBC Requirements for Federally Funded Projects, Part 1

- ✓a. Non-collusion Affidavit of Prime Bidder
- ✓b. Anti-Kickback Affidavit
- ✓c. Certification of Eligibility of General Contractor
- ✓d. Certification of Non-segregated Facilities
- ✓e. Workforce Projection
- ✓f. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participant
- ✓g. Statement and Acknowledgement
- ✓h. Form HUD-2516 in EXCEL Format (Electronic File Provided)
- ✓i. Section 3 Report

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

**Section 00310
BID FORM**

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	3/8/2021

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	\$10,200.00	\$10,200.00
2	Project Management/ Superintendent	LS	1	\$10,000.00	\$10,000.00
3	Permits	LS	1	\$250.00	\$250.00
4	Site Mobilization/ Demobilization	LS	1	\$5,000.00	\$5,000.00
5	Maintenance of Traffic	LS	1	\$30,640.00	\$30,640.00
6	Erosion Control	LS	1	\$1,200.00	\$1,200.00
7	Indemnification	LS	1	\$10.00	\$10.00
8	A-Built Survey/ Record Drawings	LS	1	\$13,950.00	\$13,950.00
Demolition					
9	Removal of Existing Landscape Material	EA	1	\$1,100.00	\$1,100.00
10	Removal of Existing Sidewalk	SY	2,573	\$14.10	\$36,279.30
11	Removal of Existing Asphalt	SY	192	\$6.55	\$1,257.60
12	Removal of Existing Chain Link Fence	LF	125	\$0.00	\$0.00
Site Preparation					
13	Clearing and Grubbing	LS	1	\$9,180.00	\$9,180.00
14	Protection of Existing Trees to Remain	EA	61	\$172.95	\$10,549.95
15	Grading	LS	1	\$5,580.00	\$5,580.00
Hardscape, Paving, and Grading					
16	8' Wide 4" Concrete Sidewalk	SY	3,472	\$42.65	\$148,080.80
17	8' Wide 6" Concrete Sidewalk	SY	346	\$63.20	\$21,867.20
18	Concrete Pavers for Crosswalk/Sidewalks	SF	1,725	\$25.80	\$44,505.00
19	Custom Concrete Stamp	EA	1	\$4,400.00	\$4,400.00
20	12" White Thermoplastic Painted Crosswalk	EA	9	\$275.00	\$2,475.00
21	Concrete Stamping	SF	64	\$22.00	\$1,408.00
22	ADA Detectable Warnings	LS	1	\$3,500.00	\$3,500.00
23	White Aluminum Fence	LF	125	\$0.00	\$0.00
24	Harmonizing Existing Grades and Conditions	LS	1	\$6,000.00	\$6,000.00
Site Amenities					
25	4' Rolled Form Perforated Bench	EA	1	\$2,000.00	\$2,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Trailhead Signage (Ferrin Signs)	EA	2	\$2,365.00	\$4,730.00
27	Park Directional Signage (Ferrin Signs)	EA	6	\$1,625.00	\$9,750.00
Landscape					
28	Bahia Sod	SF	20,170	\$0.25	\$5,042.50
Allowances					
29	Contingency Allowance	AL	1	\$30,000.00	\$30,000.00
Total of All Unit Price Bid Items					\$418,955.35

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 418,955.35

Four hundred eighteen thousand, nine hundred fifty five dollars and thirty-five cents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: [REDACTED] [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

R & D Paving, LLC

By:

[Signature]



[Printed name]

Nancy G. Rosso

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Megan Martin

Title:

witness

Submittal Date:

3/16/2021

Address for giving notices:

400 Executive Center Drive, Suite 210

West Palm Beach, FL 33401

Telephone Number:

561 588 6681

Fax Number:

561 284 6541

Contact Name and e-mail address:

Nancy G. Rosso

nancy@randdpaving.com

Bidder's License No.:

U-21796

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business?
9 Years
2. General Contractor's License Number (attach copy): U-21796.
3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida.
4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

Project Title: Glades & Butts Road Intersection Improvements

Owner Contact: John Kopelakis (PBC) Ph: 561 684-4180

Engineer Contact: Palm Beach County Ph: 561 684-4180

Contract Time: 180 days Bid Value: \$499,575.40

Final Contract Amount: \$586,364.25 Completion Date: August 2020

5. Have you ever failed to complete work awarded to you? If so, where and why.
No.

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?
Yes.

7. Will you subcontract any part of this work: If so, give details:

Name of Subcontractor

Work to be performed

Wm D. Adzimy Jr., Inc.

Concrete

Ferns Signs Inc.

signs

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

See equipment list attached.

9. What equipment will you purchase for completing the proposed work:

N/A

10. What equipment will you rent for completing proposed work:

N/A

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)

See attached.

12. **BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation of similar size, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The work being inclusive of aluminum bridge installation, canal grading, installation of rubble riprap, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. **BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.**

See references attached

a. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

b. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

see references attached

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

c. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

d. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

e. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

f. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06. * attached
14. Declaration of Work Components Schedule

Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form. (Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

Project Management, MOT, erosion control, Demo items 9-12,
cleaning/grubbing, protection of trees, grading, concrete prep.

Work Components that will be provided by subcontractors are as follows:

concrete, survey, signs

END OF SECTION

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to Pathway Park Construction Phase 2B subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

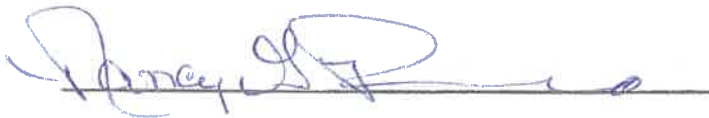
signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

R & D Paving, LLC

CONTRACTOR's Company Name



Nancy G. Rosso, Managing Member

Signature of Authorized Agent of CONTRACTOR Name and Title (Printed)

SECTION 00410

BID BOND

STATE OF FLORIDA)

) SS

KNOW ALL MEN BY THESE PRESENTS, that we, R & D Paving, LLC, West Palm Beach, FL

as Principal and CONTRACTOR, and FCCI Insurance Company, Sarasota, FL

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of five percent of bid Dollars (\$ 5% of bid--) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Pathway Park Construction Phase 2B

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said R & D Paving, LLC, as Principal herein, has caused these presents to be signed in its name by its managing member and attested by its witness under its corporate seal, and the said FCCI Insurance Company as Surety herein, has caused these presents to be signed in its name by its under its corporate seal, this 16th day of March A.D., 2021.

Signed, sealed and delivered in
the presence of:

R & D Paving LLC

Principal-CONTRACTOR

Melagan Martin
Witness

As to Principal

By: Nancy G. Pazzo
Title: managing member

Surety FCCI Insurance Company

By: Laura W. Dennison
Laura W. Dennison
Attorney-in-Fact (Power-of-Attorney to be attached)

By: Brian P. Cronin

Resident Agent Brian P. Cronin

END OF SECTION



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

C. Criss Williams, Jr.; Laura W. Dennison; Brian P. Cronin; Curtis A. Weaver

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company

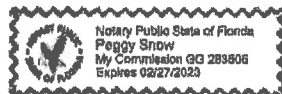


Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 16th day of March, 2021

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name R & D Paving, LLC

Signature 

Name & Title Nancy G. Rosso, Managing Member

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

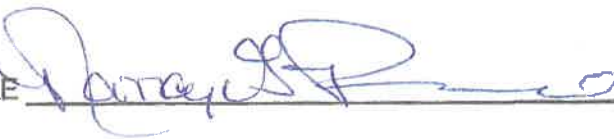
As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by the Nancy G. Rosso, Managing Member
(INDIVIDUAL'S NAME)
of R & D Paving, LLC
(TITLE/POSITION WITH COMPANY/VENDOR)

(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE



DATE

3/16/2021

END OF SECTION

00420-2

DRUG-FREE WORKPLACE

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Palm Beach)

Nancy G. Rosso being first duly sworn, deposes and says that:

1. He/she is the Managing Member (Owner, Partner, Officer, Representative or Agent) of R & D Paving, LLC the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, Sealed and Delivered in the Presence of:

By: 

Nancy G. Rosso

Printed Name

Managing Member

Title

END OF SECTION



S/WBE – M/WBE
400 EXECUTIVE CENTER DRIVE, STE 210
WEST PALM BEACH, FL 33401
(561) 588-6681
Fax (561) 284-6541
office@randdpaving.com

List of References – Work in Progress

Name: City of Lake Worth Beach
Contact: Felipe Lofaso
Email: Flofaso@lakeworthbeachfl.gov
Phone: 561 586-7422
Project Name: Boutwell Road – Park of Commerce Phase II
Project Amount: \$ 2,533,028.77
Project Address: Boutwell Road, Lake Worth
Dates: August 2020 – present
Description: Reconstruction of road to include subgrade, base rock, asphalt paving, drainage, concrete, signalization, irrigation and landscaping.

List of References - Completed Projects (by date)

Name: Palm Beach County
Contact: John Kopelakis
Email: JKopelak@pbcgov.org
Phone: (561) 684-4180
Project Name: Glades & Butts Road Intersection Improvements
Project Amount: \$ 499,575.40
Project Address: Glades Road & Butts Road, Boca Raton, FL
Dates: April 2019 – present
Description: Roadway improvements to include addition of a second right turn lane, drainage, signalization, concrete, base, asphalt paving, etc.

Name: City of South Bay
Contact: Leondrae Camel, City Manager
Email: camell@southbaycity.com
Phone: 561 996-6751
Project Name: SE 2nd, 3rd, 4th Ave & NW 1st Street
Project Amount: \$507,809.38
Project Address: NW 1st Street, South Bay
Dates: April 2020 – August 2020
Description: Reconstruction of NW 1st Street and Mill/Resurface of SE 2nd, 3rd & 4th Avenues.

Name: State Contracting & Engineering Corporation
Contact: Eileen See
Email: esee@statecontracting.com
Phone: (954) 923-4747
Project Name: Jupiter High School New Parking Lot Expansion
Project Amount: \$ 280,725.00
Project Address: 50 Military Trail
Dates: June 2020-August 2020
Description: Expansion of existing parking lot to include site earthwork, concrete, paving and drainage.

Name: Fun Depot
Contact: Eddie Nabhan
Email: eddie@fundepot.com
Phone: (561) 547-0817
Project Name: Fun Depot
Project Amount: \$ 767,475.05
Project Address: 2003 10th Ave N, Lake Worth, FL
Dates: February 2019 – April 2020
Description: Site development to include clearing/grubbing, stabilized subgrade, base, asphalt paving, drainage, sanitary/water, concrete, striping.

Name: City of West Palm Beach
Contact: Vladimir Jeannot
Email: vjeannot@wpb.org
Phone: (561) 494-1107
Project Name: Gregory Road
Project Amount: \$ 443,991.00
Project Address: Gregory Road; West Palm Beach
Dates: December 2019 – June 2020
Description: Road reconstruction to include clearing/grubbing, stabilized subgrade, base, asphalt paving, speed humps, stamped asphalt, concrete, and striping.

Name: City of Belle Glade
Contact: Keith Schriner
Email: KSchriner@craigasmith.com
Phone: (954) 618-9978
Project Name: Resurfacing City of Belle Glade Roadways
Project Amount: \$ 438,705
Project Address: Various, Belle Glade
Dates: January 2020 – June 2020
Description: Milling, Asphalt Paving, & Striping

Name: City of West Palm Beach
Contact: Cristine Perdomo Morales
Email: cperdomo@wpb.org
Phone: (561) 494-1113

Project Name: Henrietta Ave
Project Amount: \$ 317,758.00
Project Address: Henrietta Ave; West Palm Beach
Dates: December 2019 – March 2020
Description: Milling, Asphalt Paving, Concrete, Green Bike Lane

Name: Palm Beach County
Contact: Steve O'Neil
Email: soneil@pbcgov.org
Phone: (561) 684-4180
Project Name: Belvedere Road & Sansbury's Way Intersection Improvements
Project Amount: \$549,770.25
Project Address: Belvedere Road & Sansbury's Way, West Palm Beach
Dates: July 2019 – December 2019
Description: Intersection improvements to include road widening, adjusting length on the westbound and eastbound left turn lanes, concrete, drainage, mill and resurface.

Name: Village of North Palm Beach
Contact: Russ Ruskay
Email: rruskay@village-npb.org
Project Name: Community Center Trail
Project Amount: \$ 114,840.00
Project Address: 1200 Prosperity Farms Rd, West Palm Beach
Dates: April 2019 – May 2019
Description: Construction of a 10' wide asphalt trail approximately ½ mile in length.

Name: City of Boynton Beach
Contact: Christopher Roschek
Email: roschekc@bbfl.us
Project Name: NW 11th Avenue Reconstruction
Project Amount: \$ 493,275.86
Project Address: 1200 Prosperity Farms Rd, West Palm Beach
Dates: August 2018 – April 2019
Description: Road reconstruction to include demolition of existing underground utilities, exfiltration trench, 800' of 8" C900 WM, sewer lateral replacement, street lighting conduit, undergrounding of power/telephone/television utilities, milling & resurfacing, asphalt pavement, concrete sidewalk, signing, pavement markings, landscaping & irrigation.

Name: St. Lucie County
Contact: Kevin McCauley
Email: kevin.mccauley@atkinsglobal.com
Phone: (954) 903-3605
Project Name: Treasure Coast International Airport Main Vehicular Entry
Project Amount: \$494,847.96
Project Address: 3000 Curtis King Blvd, Fort Pierce, FL 34946
Dates: December 2018 - April 2019

Description:	Entry road improvements to include subgrade, base rock, concrete, sign, electrical, landscape, and irrigation
Name:	Palm Beach County
Contact:	John Kopelakis
Email:	JKopelak@pbcgov.org
Phone:	(561) 684-4180
Project Name:	Linton Blvd & S. Federal Highway Intersection Improvements
Project Amount:	\$691,425.55
Project Address:	Linton Blvd & S. Federal Highway, Delray Beach, FL
Dates:	May 2018-December 2018
Description:	Roadway improvements to include addition of West approach right turn lane, drainage, signalization, mill/resurface from E of R/R track to West of bridge.
Name:	Palm Beach County
Contact:	John Kopelakis
Email:	JKopelak@pbcgov.org
Phone:	(561) 684-4180
Project Name:	Sherwood Forest Blvd Over LWDD L-8 Canal
Project Amount:	\$705,164.20
Project Address:	Sherwood Forest Blvd
Dates:	February 2018-October 2018
Description:	The partial demolition and removal of existing concrete bridge. Pedestrian walkways over the LWDD L-8 Canal on Sherwood Forest Blvd. Work included new piles, pile caps, walkways and pedestrian guardrail, paving and drainage improvements, and utility relocation.
Name:	Palm Beach County
Contact:	John Kopelakis
Email:	JKopelak@pbcgov.org
Phone:	(561) 684-4180
Project Name:	Lyons Road, Hillsboro Canal to SW 18 th Street
Project Amount:	\$1,619,316.88
Project Address:	Lyons Road, Hillsboro Canal to SW 18 th Street. Boca Raton, FL
Dates:	December 2017 – October 2018
Description:	Intersection improvements at the intersection of Lyons Road and SW 18 th Street to include an addition of a southbound lane from Hillsboro Canal to north of SW 18 th and addition of southbound and northbound lanes from SW 18 th to north of SW 16 th .
Name:	Mock Roos - Town of Palm Beach
Contact:	Gary Gruber
Email:	garry.gruber@mockroos.com
Phone:	(561) 683-3113
Project Name:	Lake Trail Paving Improvements
Project Amount:	\$926,402.27
Project Address:	Lake Trail from Flagler Bridge to Reef Road. Palm Beach, FL
Dates:	May 2017 – April 2018
Description:	Lake Trail/bike path reconstruction and extension.

Name: Collage Corporation
Contact: David Trinidad
Email: dtrinidad@collage-usa.com
Phone: (407) 829-2257
Project Name: Bert Winters Park
Project Amount: \$ 425,420.40
Project Address: Jupiter, FL
Dates: October 2017 - June 2018
Description: Site development to include clearing/grubbing, earthwork, subgrade, base, asphalt, etc.

Name: Johnson-Davis
Contact: Scott Johnson
Email: sjohnson@johnsondavis.com
Phone: (561) 588-1170
Project Name: South County Water Service Replacement Phase IV
Project Amount: \$180,261.30
Project Address: Lyons Road & SW 3rd St., Boca Raton
Dates: October 2017 – January 2017
Description: Roadway improvements to include mobilization, base rock, milling, and asphalt pavement.

Name: Gerrits Construction
Contact: Ross Lumsden
Email: ross@gciconstructs.com
Phone: (561) 477-3553
Project Name: ELS Center of Excellence
Project Amount: \$353,723.23
Project Address: Jupiter, FL
Dates: July 2016-July 2017
Description: New Construction – parking lot

Name: Palm Beach County
Contact: Steve O'Neil
Email: SOneil@pbcgov.org
Phone: (561) 684-4180
Project Name: Australian Avenue
Project Amount: \$716,168.90
Project Address: Australian Ave, from West 10th Street to North of West 13th Street
Dates: April 2017 - October 2017
Description: Addition of a north bound right run lane, replacement of signal, drainage and reconstruction of curb returns on all approaches.

Name: Palm Beach County
Contact: John Kopelakis
Email: JKopelak@pbcgov.org
Phone: (561) 684-4180
Project Name: Penny Lane
Project Amount: \$335,998.00
Project Address: Penny Lane, Melaleuca Lane to Dead End

Dates: September 2016 – March 2017
Description: All work necessary to construction Penny Lane from Melaleuca to Dead End – to include mobilization, clearing/grubbing, ditch work, MOT, record drawings, asphalt pavement, earthwork, driveway repair, drainage, and utility.

Name: City of Lake Worth
Contact: Felipe Lofaso
Email: flofso@lakeworth.org
Phone: (561) 586-1720
Project Name: Lake Worth Golf Cart Path Reconstruction
Project Amount: \$99,081.00
Project Address: 1 7th Avenue North, Lake Worth, FL
Dates: 2015
Description: Lake Worth Golf Course Cart Path Improvements

Name: Palm Beach County
Contact: Mark Tomlinson
Email: MTomlins@pbcgov.org
Phone: (561) 684-4180
Project Name: 10th Avenue North & Military Trail Intersection Improvements
Project Amount: \$246,829.00
Project Address: 10th Avenue North & Military Trail, Lake Worth, FL
Dates: January 2015 – June 2015
Description: Intersection improvements to include mobilization, MOT, clearing/grubbing, base rock, asphalt pavement, drainage and concrete

List of References – Mill & Overlay

Name: City of West Palm Beach
Contact: Lorenzo Rivero
Email: lrivero@wpb.org
Phone: (561) 494-1076
Project Name: Roosevelt Estates
Project Amount: \$555,176.00
Project Address: West Palm Beach, FL
Dates: December 2019

Name: Rio-Bak Corporation
Contact: Mark Sirchio
Email: mark@rio-bak.com
Phone: (561)791-9721
Project Name: CR 880
Project Amount: \$249,702.60
Project Address: CR 880, Belle Glade
Dates: August 2019

Name: Rio-Bak Corporation
Contact: Mark Sirchio
Email: mark@rio-bak.com
Phone: (561)791-9721
Project Name: Orange Avenue
Project Amount: \$110,631.25
Project Address: Belle Glade
Dates: June 2019

Name: City of West Palm Beach
Contact: Lorenzo Rivero
Email: lrivero@wpb.org
Phone: (561) 494-1076
Project Name: Pamela Lane
Project Amount: \$51,454.75
Project Address: West Palm Beach, FL
Dates: March 2019

Name: Platinum Construction
Contact: Mike DiGiacomo
Email: mike@platinumconstruction.org
Phone: (772) 285-8666
Project Name: Center Park Commerce Center
Project Amount: \$176,414.20
Project Address: Jupiter, FL
Dates: February 2019

*Additional references can be provided upon request.



2021
EQUIPMENT

1. Paver (2016)
Topcon 5 Grade & Slope
Make: Weiler
Model: P385B
SN: P385B-2060

2. Skid Steer Loader (2006)
Make: New Holland
Model: L185
SN#: N6M436167

Make: New Holland Cold Planer (miller attachment)
Model: HP24HC
SN#: F054850

3. Grader (2007)
Make: Leeboy
Model: 685B
SN#: 685-49048

4. Grade Tractor
Make: Ford
Model: 3930
SN# 006711B

5. Bomag Roller (1984)
Make: Bomag
Model: BW142
SN#: 510115271

6. Traffic Roller 2001
Make: Hyster
Model: C530A
SN#: A91C3426C
7. Asphalt Roller (2015)
Make: Bomag
Model: BW-120
SN#: 861880291187
8. Pulvi-Mixer
Make: Bomag
Model: MPH 100R
SN: 85732
9. Track Skid Steer Loader 2016
Make: Cat
Model: 279D
SN: GTL02845
10. Wheel Loader 2018
Make: Kawasaki
Model: 67Z7
SN: 65J5-5228
11. Wheel Loader 2016
Make: Kawasaki
Model: 62Z7
SN: 5049
12. Roller (Rock) 2015
Make: Sakai
Model: SV412D
SN: 3SV50-50154
13. 2019 Jack Hammer
Make: Cat
Model: B8S
SN: 532-9208

14. 2013 Sweeper: Ride On 8' Windrow 3 Wheel
Make: Lay-Mor
Model: 8HC
SN: 34643
15. 2016 Mini Excavator
Make: Cat
Model: 308E2CRSB
SN: FJX05805
16. 2018 Cold Planer (Miller) Attachment
Make: Cat
Model: PC408B
SN: XCP00424
17. 2020 CUT OFF SAW
Make: Stihl
Model: TS420
SN: 187704604
18. 2020 Cut Off Saw
Make: Stihl
Model: TS420
SN: 181358911
19. 2018 Asphalt Roller
Make: Caterpillar
Model: CB36B
SN: M3600226
20. 2006 Traffic Roller
Make: Bomag
Model: BW11RH
SN: 901A22202279
21. Paver (2020)
Topcon 5 Grade & Slope
Make: Weiler
Model: P385B
SN: P385B-3169

22. Broom Attachment

Make: Cat

Model: BU118

SN: LXB05867

23. 2021 Cut Off Saw

Make: Stihl 14"

Model: TS420

SN: 188793538

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Nancy G. Rosso, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is Managing Member of R & D Paving, LLC, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 2021B-001 Project Name: Pathway Park Construction Sub-Phase 2B

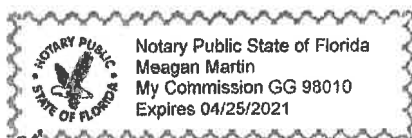
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham Bid;
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: 

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of March 2021 by Nancy G. Rosso, who is ☒ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: 



Notary Name: Megan Martin
Notary Public-State of Florida

Commission No. GG 98010

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, Nancy G. Rosso, personally appeared _____ who, after being by me first duly sworn, deposes and says:

(1) I am Managing Member of R & D Paving, LLC, the bidder that has submitted a proposal to perform work for the following project:

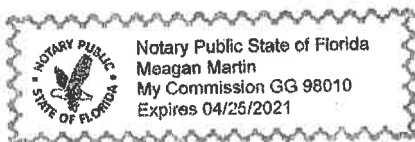
Contract #: 2021B-001 Project Name: Pathway Park Construction - Phase 2B

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, Village of Palm Springs as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: 

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of March 2021 by Nancy G. Rosso, who is ☒ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:



Notary Signature: 

Notary Name: Meagan Martin

Notary Public-State of Florida

Commission No. GG 98010

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Nancy G. Rosso, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the Managing Member of R & D Paving, LLC, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: U-21796 Expiration Date: _____
who submitted a proposal to perform work for the following project:

Contract #: 2021B-001 Project Name: Pathway Park Construction Sub - P2 B

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: Nancy G. Rosso

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of March 2021 by

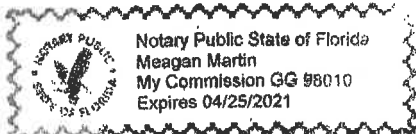
Nancy G. Rosso, who is ☐ personally known to me or ☐ who has produced as identification.

NOTARY SEAL:

Notary Signature: Meagan Martin

Notary Name: Meagan Martin
Notary Public-State of Florida

Commission No. 6698010



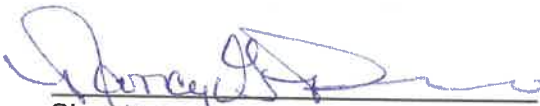
CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Pathway Park Construction Sub - Phase 2B

Company Name and Address: R & D Paving, LLC
400 Executive Center Drive, Suite 210
West Palm Beach, FL 33401


Signature

Nancy G. Rosso, Managing Member
Name and Title

March 16, 2021
Date

WORKFORCE PROJECTION

PROJECT NAME:

Park Connector Pathway Phase 2 B

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☐ Asphalt Distributor
☐ Asphalt Paving Machine
☐ Asphalt Screed
☐ Backhoe
☐ Boom Auger Operator
☐ Bulldozer
☐ Concrete Curb Machine Operator
☐ Concrete Joint Saw Operator
☐ Concrete Pump
☐ Cranes with boom length less than 150 ft
☐ Cranes with boom length 150 ft and over
☐ Cranes, all tower cranes, and all
☐ Derrick, or Dragline
☐ Earthmover
☒ Excavator
☐ Forklift
☒ Front End Loader
☐ Grader/Blade
☐ Guardrail Erector
☐ Guardrail Erector
☐ Guardrail Post Driver
☐ Mechanic (type: _____)
☐ Milling Machine Grade Checker
☐ Milling Machine Operator
☒ Motor Grader
☐ Mulching Machine
☐ Oiler, Greaseman
☒ Pavement Striping Machine
☒ Pavement Striping Machine Nozzleman
☐ Pile driver
☐ Power Sub-grade Mixer
☒ Roller
☐ Scraper
☒ Sign Erector
☐ Small Tool Operator
☐ Tractor
☐ Trenching Machine
☐ Truck Driver (type: _____)
☐ Other:
☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
☐ Air Tool Operators
☒ Asphalt Rakers
☐ Bricklayer/Brickmason/Blocklayer
☐ Carpenter
☐ Cement Mason/Concrete Finisher
☐ Drywall Hanger
☐ Drywall Finisher/Taper
☐ Electrician
☐ Elevator Mechanic
☐ Fence Erector
☐ Form Setter
☐ Glazier
☐ Grade Checker
☐ HVAC Mechanic (type: _____)
☐ Ironworker - Ornamental
☐ Ironworker - Reinforcing
☐ Ironworker - Structural
☒ Laborer - Common or General
☐ Laborer - Roof Tear off
☒ Landscape and Irrigation laborer
☐ Lather
☐ Mason Tenders
☐ Painter
☐ Pipefitter (excluding HVAC pipe work)
☐ Pipelayer
☐ Plasterer
☐ Plasterers Tenders
☐ Plumber (excluding HVAC pipe)
☐ Plumber (including HVAC pipe)
☐ Roofer (including built-up, composition and single ply)
☐ Sheet Metal Worker (including HVAC duct work)
☐ Sprinkler Fitter (fire sprinkler)
☐ Terrazzo Worker Mechanic
☐ Tile Setter
☐ Traffic Control Specialist
☐ Traffic Signalization - Installer
☐ Traffic Signalization - Mechanic
☐ Unskilled Laborer
☐ Welder
☐ Other:

Submitted by:

Nancy G. Rosso, Managing Member

Date:

3-16-21

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

(SUBCONTRACTORS)

* completed after
award

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: U-21796 Expiration Date: Sept. 30, 2021

By: R+D Paving LLC

Nancy G Rosso managing member [Signature] 3-16-2021
Name and Title Signature Date

* complete after award

STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0066
Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME		a. NAME			
b. STREET ADDRESS		b. STREET ADDRESS			
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
6. The prime contract ☐ does, ☐ does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDDING FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING	11. BY (Signature)		12. DATE SIGNED
10b. TITLE OF PERSON SIGNING			

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	
15a. NAME OF PERSON SIGNING		16. BY (Signature)	
15b. TITLE OF PERSON SIGNING		17. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1413 (REV. 4/2013)

Prescribed by GSA/FAR (48 CFR) 53.222(e)

2020-0915 Federal Requirements Construction - Part One General Requirements and Forms (last updated 9/15/2020)

Page 19 of 22

**SUBMIT THIS FORM IN EXCEL FORMAT
USING THE ELECTRONIC FILE PROVIDED**

* compute after award

SECTION 3 REPORT

Subrecipient:	
Project:	

The sub-recipient hereby provides the following information in connection with the above project:

PROJECT FUNDING INFORMATION

Total amount of project funding (all funding for construction, consultant, etc.):	\$
Amount funded from DHES:	\$
Amount funded from Sub-recipient:	\$
Amount funded from other sources: Source:	\$
Amount funded from other sources: Source:	\$

CONTRACT AWARD INFORMATION

For construction work funded in part or in whole through DHES:

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for construction work which are <u>funded in part or in whole through DHES</u> . (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).	
Total construction contract amount (including change orders):	\$
Total dollar amount of contracts/ subcontracts for <i>construction work</i> awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts for <i>construction work</i> :	

CONTRACT AWARD INFORMATION

For non-construction work funded in part or in whole through DHES:

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for non-construction work which are <u>funded in part or in whole through DHES</u> (such as professional service contracts).	
Total contract amount awarded (including change orders) (non-construction):	\$
Total dollar amount of contracts/subcontracts (non-construction) awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts (for non-construction work):	

EMPLOYMENT AND TRAINING INFORMATION

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) which are funded in part or in whole through DHES (including non-construction and professional service contracts). (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).

The information reported in this section relates to all new hires as a result of DHES funding. New hires means full-time employees for permanent, temporary or seasonal employment opportunities.

Number of new hires as a result of this project:

0*

* If new hires are reported above, please complete the following table:

For the purpose of completing the table below, a Section 3 Resident is defined as:

- an individual residing in public housing, or as
- an individual residing in Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County (median income information is available at DHES).

(A) JOB CATEGORY	(B) NUMBER OF NEW HIRES	(C) NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(D) % OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(E) % OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES AND TRAINEES	(F) NUMBER OF SECTION 3 TRAINEES
PROFESSIONALS					
TECHNICIANS					
OFFICE/ CLERICAL					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
OTHER:					
TOTALS:					

SUBRECIPIENT CERTIFICATION

The undersigned certifies that the information in this report is true and correct:

Name and Title:

Date:

Signature:

Nancy G. Rosso,

3-16-21

X

Managing member

License Number	Type of Competency Certification
U-21796	PAVING



Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.

NAME : NANCY GAYNAL ROSSO
 FIRM : R & D PAVING LLC
 DBA :
 400 EXECUTIVE CENTER DR
 SUITE 210
 WEST PALM BEACH, FL 33401



Issued : 08/12/2019

Expiration date: 09/30/2021



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
 Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

400 EXECUTIVE CENTER DR Ste 210
 WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0036 PAVING CONTRACTOR	ROSSO NANCY G	U21796	B20.550932 - 08/13/20	\$27.50	B40146523

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2020/2021 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201256880
 EXPIRES: SEPTEMBER 30, 2021**



6-2082

R&D PAVING LLC
 R & D PAVING LLC
 400 EXECUTIVE CENTER DR STE 210
 WEST PALM BEACH FL 33401-2922



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
 Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

400 EXECUTIVE CENTER DR
 WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0032 CW PAVING CONTRACTOR	ROSSO NANCY G	U21796	B20.550939 - 08/13/20	\$185.85	B40148053

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2020/2021 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201358141
 EXPIRES: SEPTEMBER 30, 2021**



6-2053

R&D PAVING LLC
 R & D PAVING LLC
 400 EXECUTIVE CENTER DR STE 210
 WEST PALM BEACH FL 33401-2922



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Client#: 1139973

RD11

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 360 Columbia Drive, Suite 105 West Palm Beach, FL 33409 561 693-0500		CONTACT NAME: Kandi Schmitz PHONE (A/C, No, Ext): 561-693-0504 FAX (A/C, No): 855-420-6662 E-MAIL: kandi.schmitz@usi.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Southern-Owners Insurance Company	10190
		INSURER B : Auto Owners Insurance Company	18988
		INSURER C : Bridgefield Casualty Insurance Company	10335
		INSURER D : Federal Insurance Company	20281
		INSURER E :	
		INSURER F :	

INSURED
R & D Paving, LLC
400 Executive Drive Ste 210
West Palm Beach, FL 33401

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	72072563	10/23/2020	10/23/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	4930665100	10/23/2020	10/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000	X	X	4930665101	10/23/2020	10/23/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		019644507	10/29/2020	10/29/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Equipment Floater			45467356	10/23/2020	10/23/2021	\$250,000 rented/leased equipment

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

The General Liability & Auto policy include automatic additional insured endorsement that provides additional insured status to the certificate holder, only when their is a written contract that requires such status, and only with regard to work performed on behalf of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE



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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Officer/Registered Agent Name](#) /

Detail by Officer/Registered Agent Name

Florida Limited Liability Company

R & D PAVING, LLC

Filing Information

Document Number	L12000017367
FEI/EIN Number	45-4469049
Date Filed	02/06/2012
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/15/2019
Event Effective Date	NONE

Principal Address

400 EXECUTIVE CENTER DRIVE SUITE 210
WEST PALM BEACH, FL 33401

Changed: 02/15/2019

Mailing Address

400 EXECUTIVE CENTER DRIVE SUITE 210
WEST PALM BEACH, FL 33401

Changed: 02/15/2019

Registered Agent Name & Address

ROSSO, NANCY G
400 EXECUTIVE CENTER DRIVE SUITE 210
WEST PALM BEACH, FL 33401

Name Changed: 02/15/2019

Address Changed: 02/15/2019

Authorized Person(s) Detail

Name & Address

Title MGRM

ROSSO, NANCY
400 EXECUTIVE CENTER DRIVE SUITE 210
WEST PALM BEACH, FL 33401

Annual Reports

Report Year	Filed Date
2019	02/02/2019
2020	01/30/2020
2021	01/26/2021

Document Images

01/26/2021 -- ANNUAL REPORT	View image in PDF format
01/30/2020 -- ANNUAL REPORT	View image in PDF format
02/15/2019 -- CORP GRACHG	View image in PDF format
02/02/2019 -- ANNUAL REPORT	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
02/02/2016 -- ANNUAL REPORT	View image in PDF format
02/04/2015 -- ANNUAL REPORT	View image in PDF format
03/17/2014 -- CORP CDSMEM	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
02/15/2013 -- ANNUAL REPORT	View image in PDF format
02/06/2012 -- Florida Limited Liability	View image in PDF format

Florida Department of State - Division of Corporations



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-965-4010 • www.vpsfl.org

Park Connector Pathway Sub-

Phase 2B

Addendum No. 1

March 8, 2021

BIDS DUE: 2:00 PM, Local Time, March 16, 2021

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for Park Connector Pathway Sub-Phase 2B, fully and completely as if the same were fully set forth herein.

IN THE BID PLANS

1. Sheets LH-102 and LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

Plan Calls:

New fence to replace existing chain link fences.

Replace With:

Existing chain link fence to remain.

2. Sheet LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

Plan Calls:

Field adjust proposed sidewalk around trees 51, 54, 59, 61.

Replace With:

Field adjust proposed sidewalk around existing trees as required.

3. Sheets GN-100, C-101, C-102, C-103, C-104, and C-105 Palm Springs Park
Connector Pathway Sub-Phase 2B

Plan Calls:

Legend has designation of "existing sidewalk (to be removed)" listed twice with different symbols.

Replace With:

Duplicate designation corrected to indicate "Proposed Paver Sidewalk".

ON THE BID FORM

1. Mark line item No 12 with \$0- existing fencing will remain.
2. Mark line item No 23 with \$0- existing fencing will remain.

Receipt acknowledged and conditions agreed to the 16 day of March, 2021.

B+D Paving LLC

Bidder

By

Nancy G. Rosso
managing member

ITB 2021B-001

PATHWAY PARK CONSTRUCTION SUB-PHASE 2B



WAYPOINT

Contracting, Inc.



KATRINA GONZALEZ | PRESIDENT

O: 786.608.1406 | D: 786.472.6721



7955 NW 12th St, Suite 400, Doral FL 33126.



PO BOX 558482, Miami, FL 33255.



786.608.1406

SECTION 00300
BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction Sub-Phase 2B

Bid Number: ITB 2021B-001

Bidders Name: Waypoint Contracting, Inc.

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00300 - Bid Submission Checklist
2. ☒ Completed Section 00310 - Bid Form
3. ☒ Completed Section 00315 – Bidder's Qualification Questionnaire and applicable attachments.
4. ☒ Completed Section 00320 – Electronic Files Disclaimer
5. ☒ Completed Section 00410 – Bid Bond Complete with Power of Attorney
6. ☒ Completed Section 00415 - Public Entity Crimes
7. ☒ Completed Section 00420 - Drug-Free Workplace Certificate
8. ☒ Completed Section 00425 - Non-Collusive Affidavit
9. ☒ Provide requested bidder qualification information per Section 00100 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ☒ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.
11. ☒ Signed Copy of All Addenda

12. ✓ PBC Requirements for Federally Funded Projects, Part 1

- a. Non-collusion Affidavit of Prime Bidder
- b. Anti-Kickback Affidavit
- c. Certification of Eligibility of General Contractor
- d. Certification of Non-segregated Facilities
- e. Workforce Projection
- f. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participant
- g. Statement and Acknowledgement
- h. Form HUD-2516 in EXCEL Format (Electronic File Provided)
- i. Section 3 Report

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

Section 00310
BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	03/08/2021
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1	\$34,950.00	\$34,950.00
2	Project Management/ Superintendent	LS	1	\$40,565.00	\$40,565.00
3	Permits	LS	1	\$2,000.00	\$2,000.00
4	Site Mobilization/ Demobilization	LS	1	\$8,950.00	\$8,950.00
5	Maintenance of Traffic	LS	1	\$9,500.00	\$9,500.00
6	Erosion Control	LS	1	\$7,895.00	\$7,895.00
7	Indemnification	LS	1		
8	A-Built Survey/ Record Drawings	LS	1	\$15,985.00	\$15,985.00
Demolition					
9	Removal of Existing Landscape Material	EA	1	\$1,850.00	\$1,850.00
10	Removal of Existing Sidewalk	SY	2,573	\$15.00	\$38,595.00
11	Removal of Existing Asphalt	SY	192	\$20.00	\$3,840.00
12	Removal of Existing Chain Link Fence	LF	125	N/A	
Site Preparation					
13	Clearing and Grubbing	LS	1	\$60,450.00	\$60,450.00
14	Protection of Existing Trees to Remain	EA	61	\$125.00	\$7,625.00
15	Grading	LS	1	\$57,185.00	\$57,185.00
Hardscape, Paving, and Grading					
16	8' Wide 4" Concrete Sidewalk	SY	3,472	\$40.00	\$138,880.00
17	8' Wide 6" Concrete Sidewalk	SY	346	\$65.00	\$22,490.00
18	Concrete Pavers for Crosswalk/Sidewalks	SF	1,725	\$15.00	ԲՈՐՆԱԿԱՆ
19	Custom Concrete Stamp	EA	1	\$1,850.00	ԲՈՐՆԱԿԱՆ
20	12" White Thermoplastic Painted Crosswalk	EA	9	\$685.00	ԲՈՐՆԱԿԱՆ
21	Concrete Stamping	SF	64	\$45.00	ԲՈՐՆԱԿԱՆ
22	ADA Detectable Warnings	LS	1	\$6,500.00	\$6,500.00
23	White Aluminum Fence	LF	125		
24	Harmonizing Existing Grades and Conditions	LS	1	\$18,750.00	\$18,750.00
Site Amenities					
25	4' Rolled Form Perforated Bench	EA	1	\$1,585.00	ԲՈՐՆԱԿԱՆ

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Trailhead Signage (Ferrin Signs)	EA	2	\$1,875.00	\$3,750.00
27	Park Directional Signage (Ferrin Signs)	EA	6	\$2,800.00	\$16,800.00
Landscape					
28	Bahia Sod	SF	20,170	\$0.47	\$9,479.90
Allowances					
29	Contingency Allowance	AL	1	\$30,000.00	\$30,000.00
Total of All Unit Price Bid Items					\$ 574,394.90

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 574,394.90

Five hundred seventy four thousand, three hundred ninety four dollars and ninety cents

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: CGC 1519415 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Waypoint Contracting, Inc.

By:

[Signature]

Katrina Gonzalez

[Printed name]

Katrina Gonzalez

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Tamara Devos

[Printed name]

Tamara Devos

Title:

office manager

Submittal Date:

03/16/2021

Address for giving notices:

7955 NW 12 ST STE 400

DORAL, FL 33126

Telephone Number:

786-608-1406

Fax Number:

Contact Name and e-mail address:

Katrina Gonzalez

kgonzalez@waypointci.com

Bidder's License No.:

CGC 1519415

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business?
since 2016 Years
2. General Contractor's License Number (attach copy): CGC 1519415.
3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida. please see attached project sheets and current workload
4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

Project Title: Palm Springs Pathway

Owner Contact: Justin Lucas Ph: _____

Engineer Contact: Kirsten Siegel Ph: _____

Contract Time: 112 days Bid Value: \$490,410.00

Final Contract Amount: \$477,327.60 Completion Date: _____

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

Not Applicable

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?

Yes, we have inspected the proposed work.

7. Will you subcontract any part of this work: If so, give details:

Name of Subcontractor

Work to be performed

East Coast Sod

Landscape

Ferrin Signs

Signage

Paveco

Concrete sidewalks

Bob Barricades

MOT

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

We own a generator, skid steer and a bobcat

9. What equipment will you purchase for completing the proposed work:

Waypoint will purchase any needed equipment.

10. What equipment will you rent for completing proposed work:

Waypoint will rent any equipment needed.

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)

please see attached.

12. BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation of similar size, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The work being inclusive of aluminum bridge installation, canal grading, installation of rubble riprap, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.

a. Project Name: Palm Springs Pathway Park
Owner/Entity Name: City of Palm Springs
Address: 226 Cypress Lane
City, State, Zip: Palm Springs, FL 33461
Owner Contact Justin Lucas Title: Ph No.:
Start Date of Project: 08/17/2020
Completion Date of Project: 12/7/2020

Summary of Project:

Demolition of existing trees/sidewalk, New regular 8'wide sidewalk, glow in the dark sidewalk, concrete paver cross walks, ADA detectable warning pads, new water fountain, park signage, site furnishings, irrigation, landscape

Similar Reference type: (check all that apply)

Aluminum Bridge Installation
Other Similar Equivalent Work X

b. Project Name: John Mullin Park Improvements
Owner/Entity Name: City of Lauderhill
Address: 2000 NW 55TH Avenue
City, State, Zip: Lauderhill, FL 33313
Owner Contact Scott Newton Title: Assistant Director Ph No.: 561-392-0221
Start Date of Project: 01/2019
Completion Date of Project: 06/2019

Summary of Project:

Construction took place during the park's operational hours which required installation of a security fence to ensure the safety of children and other ongoing traffic. The scope of work includes: Removal and replacement of 5,000sq. ft. of damaged sidewalks/walking trails, Replacing baseball field netting, Resurfacing of basketball courts and installation of new basketball hoops, Installation of new prefabricated steel dug-outs, Installation of new aluminum bleachers, Complete renovation of baseball field bathrooms, Installation of new cricket pitch, Installation of new security bollards, Installation of 500lf new fencing, Installed new lightening detection system

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

X

c. Project Name: Sandspur Park Restroom _____

Owner/Entity Name: City of Pompano Beach _____

Address: 1201 NE 5TH Avenue, _____

City, State, Zip: Pompano Beach, FL 33060 _____

Owner Contact Tammy Good Title: PM Ph No.: 954-786-5512 _____

Start Date of Project: 01/2019 _____

Completion Date of Project: 03/2019 _____

Summary of Project:

The restroom features a self-sufficient solar water heater and power system, providing the City with a long lasting sustainable design. Frequent communication and planning with the County was necessary in order to successfully coordinate water and sewer utility connections and to adhere to the construction schedule. Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. A MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

X

d. Project Name: Morningside Park Tennis Courts _____

Owner/Entity Name: City of Miami _____

Address: 750 NE 55 Terrace _____

City, State, Zip: Miami, FL 33137 _____

Owner Contact Nelson Cuadra Title: _____ Ph No.: 305-416-1254

Start Date of Project: 01/28

Completion Date of Project: 08/2018

Summary of Project:

The work consisted of furnishing all materials, labor, and equipment necessary for the demolition and reconstruction of the seven existing tennis courts, plus the addition of one new court. The project also included the construction of a new plaza with seating, tables, and other site furnishings; installation of landscaping, an irrigation system, a pre-fabricated tennis practice wall, new fencing, security lights and resurfacing, and restriping of the existing parking lot. Construction took place in an active park, which required extra precaution. The work area was enclosed to ensure the safety of the public, and so that there was no interruption of the park's regular operations. During construction, our project team discovered that the existing drainage system was deteriorated and needed to be replaced. A new system had to be designed and installed in order to allow for proper stormwater control at the park. The team worked closely with the engineer and City project staff to help design and construct the most economical and feasible solution. Waypoint was also responsible for coordinating with Musco Lighting to provide sports lighting installations.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work X

e. Project Name: Sadkin Community Center Improvements

Owner/Entity Name: City of Lauderhill

Address: 1176 NW 42 WAY

City, State, Zip: Lauderhill, FL 33311

Owner Contact Brian Picinic Title: _____ Ph No.: 954-572-1478

Start Date of Project: 01/2019

Completion Date of Project: 06/2019

Summary of Project:

- Removal of existing gymnasium bleachers and basketball equipment
- Installation of new gymnasium bleachers, basketball equipment, and all required controls
- Relocation of fire extinguisher
- Installation of exterior canopy

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work X

f. Project Name: Ft. Myers State Farmers Market Reconstruction

Owner/Entity Name: Florida Department of Agriculture and Costumer Services

Address: 2744 Edison Ave.

City, State, Zip: Fort Myers, FL 33916

Owner Contact Allan Golden Title: Ph No.: 850-661-0163

Start Date of Project: 06/15/2020

Completion Date of Project: 02/2021

Summary of Project:

construction of a new pre-engineered retail market facility including sitework/civil improvements, storm water drainage, utilities, grading, paving, parking lot improvements, structural foundations, masonry stem wall, 4 bay rigid steel metal structure, ADA restrooms, overhead doors, metal panel roof system, prefabricated walk-in coolers, plumbing, mechanical ventilation/ exhaust system, electrical distribution system and lighting.

Similar Reference type: (check all that apply)

Aluminum Bridge Installation

Other Similar Equivalent Work X

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06.

14. Declaration of Work Components Schedule

Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form. (Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

demolition, installation of fencing.

Work Components that will be provided by subcontractors are as follows:

landscaping, irrigation, paving, and installation of sidewalks.

END OF SECTION

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to Pathway Park Construction Phase 2B subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

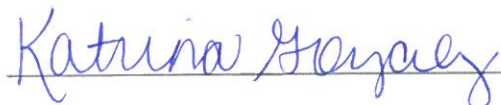
signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

Waypoint Contracting, Inc.

CONTRACTOR's Company Name



Katrina Gonzalez, President

Signature of Authorized Agent of CONTRACTOR

Name and Title (Printed)

SECTION 00410

BID BOND

STATE OF FLORIDA)

) SS

KNOW ALL MEN BY THESE PRESENTS, that we, Waypoint Contracting, Inc.

as Principal and CONTRACTOR, and FCCI Insurance Company

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of Five Percent of Amount Bid Dollars (\$ ***5%***) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Pathway Park Construction Phase 2B

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Waypoint Contracting, Inc., as Principal herein, has caused these presents to be signed in its name by its President and attested by its Office Manager under its corporate seal, and the said FCCI Insurance Company as Surety herein, has caused these presents to be signed in its name by its Attorney-In-Fact under its corporate seal, this 15th day of March A.D., 2021.

Signed, sealed and delivered in
the presence of:

Waypoint Contracting, Inc.

Principal-CONTRACTOR

Tomato Dewal.

By:

Katrina Gonzales

Title:

President

As to Principal

Surety FCCI Insurance Company

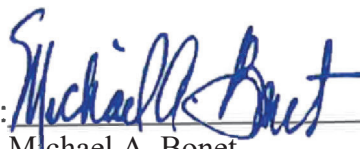
By:

Michael A. Bonet

Michael A. Bonet

Attorney-in-Fact (Power-of-Attorney to be attached)



By: 
Michael A. Bonet
Resident Agent

END OF SECTION



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Roy V. Fabry; Michael A. Bonet

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company

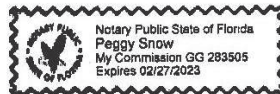


Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

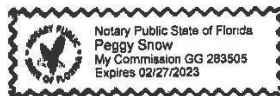


Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.



Dated this 15th day of March, 2021

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name Waypoint Contracting, Inc.

Signature Katrina Gonzalez

Name & Title Katrina Gonzalez, President

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

THIS CERTIFICATION is submitted by the Katrina Gonzalez

(INDIVIDUAL'S NAME)

of President

(TITLE/POSITION WITH COMPANY/VENDOR)

Waypoint Contracting, Inc.

(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

Katrina Gonzalez

DATE

03/15/2021

END OF SECTION

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Miami-Dade)

Katrina Gonzalez being first duly sworn, deposes and says that:

1. He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Waypoint Contracting, Inc. the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, Sealed and Delivered in the Presence of:

By: Katrina Gonzalez

Katrina Gonzalez

Printed Name

President

Title



END OF SECTION



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LOPEZ, JORGE LUIS

WAYPOINT CONTRACTING INC
1324 NW 29TH ST
MIAMI FL 33142

LICENSE NUMBER: CGC1519415

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

WCI CURRENT WORKLOAD

LAST UPDATE: 3/2/2020

#	PROJECT	PROJECT TYPE	DESCRIPTION	ARCHITECT	CLIENT	CLIENT CONTACT	CONTRACT AMOUNT	% COMPLETE
20071	Sharman Park - Park Improvements	Park	Construction of new fitness station & (2) shelters	Leah S. Davis-Bonsenor	Miami-Dade County	Ricardo Ayala ricardo.ayala@miamidade.gov	\$ 382,515.75	90%
19061	Renovation of Existing Concession Building at Pop Travers Park	Park	Interior & exterior renovation of concession building	Cartaya & Associates Architects, P.A.	City of Plantation	Charles Spencer (954) 797-2647 espencer@plantation.org	\$ 456,077.20	70%
20053	Medley Lakeside Community Center Renovations	Recreational	Restroom renovation & partial envelope hardening	Red Design Group	Town of Medley	Ernesto Medina (305) 300-2594 emedina@reddesigngroup.net	\$ 287,791.00	50%
20051DB	Clean Dirty Rooms at Hangar 194	Federal	Design-build to modify & design the layout of existing employee washrooms	EMTec Corp.	United States Air Force	Caroline Salazar (786) 415-7053 caroline.salazar.1@us.af.mil	\$ 1,491,096.00	4%
20100	Doral Public Works Retrofit	Police Department	Restroom renovation, interior build-out, & renovation of building façade	Wolfberg Alvarez	City of Doral	Luis Sanchez (305) 968-0101 luis.sanchez@cityofdoral.com	\$ 264,262.00	50%
20047	Fire Station 44 Structural Hardening	Fire Station	Provide roof wind mitigation, remove and replace all louvers, install new bollards, infill existing windows	Walters Zackaria Architects	City of North Lauderdale	Kanya Olivier (954) 597-4766 kolivier@nlauderdale.org	\$ 148,929.00	5%
20060	Government Center Parking Garage Repairs	Federal	Waterproofing top deck of parking garage, crack repairs, spalding repairs, stucco repairs, painting	BCC Engineering	City of Doral	Luis Sanchez (305) 968-0101 luis.sanchez@cityofdoral.com	\$ 399,856.00	35%



Morningside Park Tennis Courts

Miami, FL



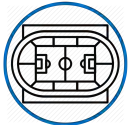
RENOVATION



GOVERNMENT/
MUNICIPAL



PARK



SPORTS FIELD

Total Contract

Value: \$1,404,740.54

Client Contact:

Nelson Cuardas

City of Miami

Start / End Dates:

01/2018 - 08/2018

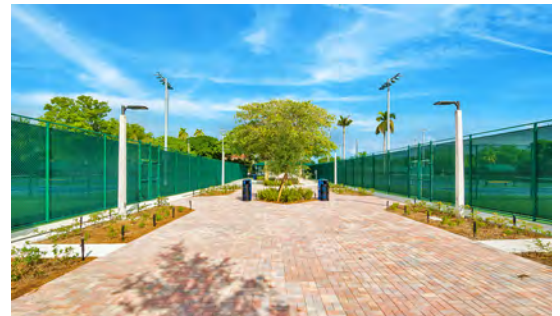
444 SW 2nd Avenue, 8th Floor

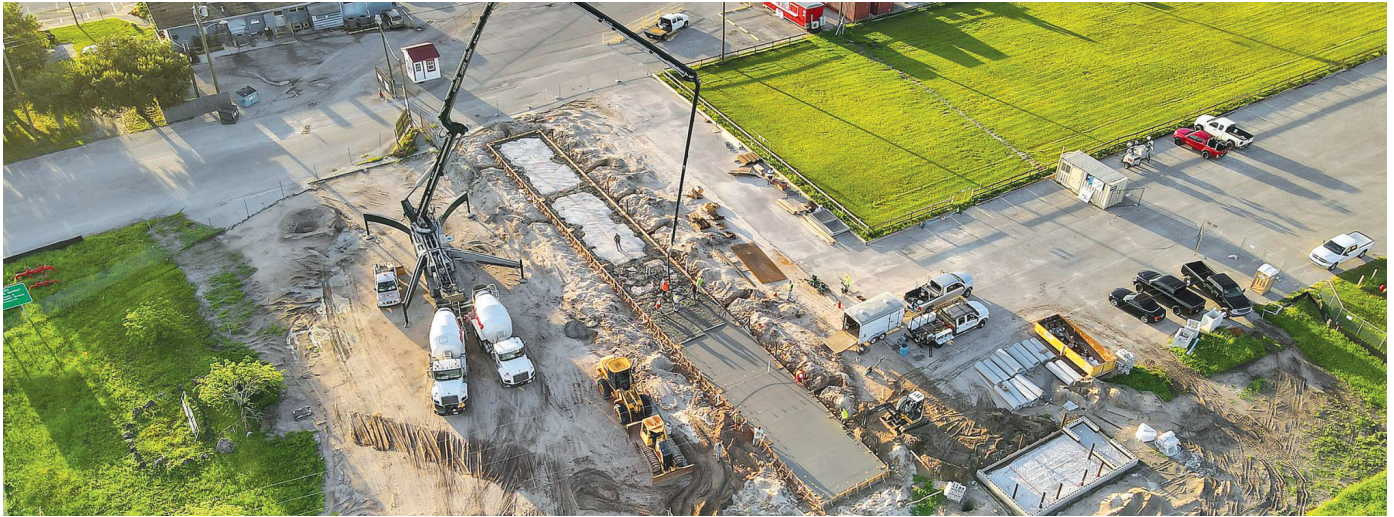
Miami, Florida 33130

305-416-1254

Waypoint Contracting, Inc., was awarded this best value contract to reconstruct the Morningside Tennis Center for the City of Miami. The work consisted of furnishing all materials, labor, and equipment necessary for the demolition and reconstruction of the seven existing tennis courts, plus the addition of one new court. The project also included the construction of a new plaza with seating, tables, and other site furnishings; installation of landscaping, an irrigation system, a pre-fabricated tennis practice wall, new fencing, security lights and resurfacing, and restriping of the existing parking lot.

Construction took place in an active park, which required extra precaution. The work area was enclosed to ensure the safety of the public, and so that there was no interruption of the park's regular operations. During construction, our project team discovered that the existing drainage system was deteriorated and needed to be replaced. A new system had to be designed and installed in order to allow for proper stormwater control at the park. The team worked closely with the engineer and City project staff to help design and construct the most economical and feasible solution. Waypoint was also responsible for coordinating with Musco Lighting to provide sports lighting installations.





Ft. Myers State Farmers Market Reconstruction. Ft. Mayers, FL

Total Contract Value:

\$1,242,055.63

Start / End Dates:

06/15/2020

98% completed

Client Contact:

Allan Golden

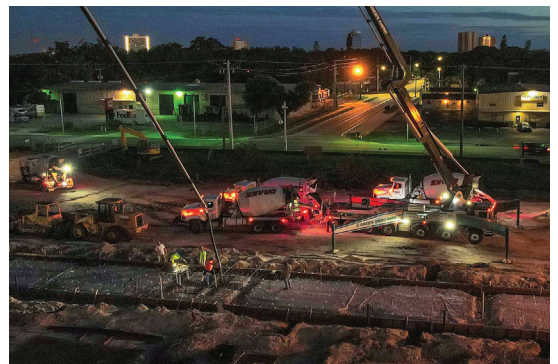
2744 Edison Ave.

Fort Myers, FL 33916

850-661-0163

allan.golden@fdacs.gov

Waypoint Contracting, Inc., was selected by the Florida Department of Agriculture and Costumer Services to reconstruct the Fort Myers State Farmers Market. Waypoint was responsible for the construction of a new pre-engineered retail market facility including sitework/civil improvements, storm water drainage, utilities, grading, paving, parking lot improvements, structural foundations, masonry stem wall, 4 bay rigid steel metal structure, ADA restrooms, overhead doors, metal panel roof system, prefabricated walk-in coolers, plumbing, mechanical ventilation/exhaust system, electrical distribution system and lighting.





John Mullin Park Improvements

Lauderhill, FL



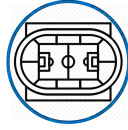
RENOVATION



GOVERNMENT/
MUNICIPAL



PARK



SPORTS FIELD

Total Contract

Value:\$333,804.73

Client Contact:

City of Lauderhill
7500 W. Oakland Park Blvd.

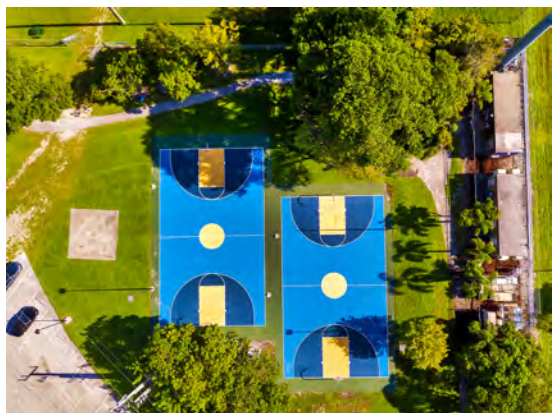
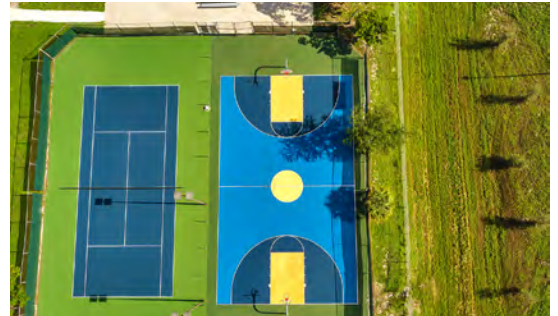
Start / End Dates: Lauderhill, Florida 33313

01/2019 - 06/2019 954-572-1478

Waypoint Contracting, Inc., was contracted by the City of Lauderhill to perform improvements to John Mullin Park. Construction took place during the park's operational hours which required installation of a security fence to ensure the safety of children and other ongoing traffic.

The scope of work includes:

- Removal and replacement of 5,000sq. ft. of damaged sidewalks/walking trails
- Replacing baseball field netting
- Resurfacing of basketball courts and installation of new basketball hoops
- Installation of new prefabricated steel dug-outs
- Installation of new aluminum bleachers
- Complete renovation of baseball field bathrooms
- Installation of new cricket pitch
- Installation of new security bollards
- Installation of 500lf new fencing
- Installed new lightening detection system





Collier County 12 Bus Stop. Naples, FL



RENOVATION



GOVERNMENT/
MUNICIPAL

Total Contract Value:

\$191,254.00

Start / End Dates:

06/07/2020

80% completed

Client Contact:

Liz Soriano

8300 Radio Road,

Naples FL 34104.

(239) 252-4994

Waypoint Contracting, Inc., was selected by the Collier County Board Of County Commissioners to improve the existing 12 bus stops. This project includes MOT, excavation, embankment, grading to new grades, concrete slab, bus shelter installation, sign installation and relocation, others miscellaneous work and plans as built.

The scope of this project also included:

- Concrete removal
- Curb and sidewalk installation
- Grading to new grades
- Handrail and bus shelter installation
- Sign installation and relocation





Sadkin Community Center Improvements

Lauderhill, FL



RENOVATION



GOVERNMENT/
MUNICIPAL



FACILITY IN
OPERATION

Total Contract

Value:\$326,062.03

Start / End Dates:

01/2019 - 06/2019

Client Contact:

Brian Picinic

City of Lauderhill

7500 W. Oakland Park Blvd.

Lauderhill, Florida 33313

954-572-1478



Waypoint Contracting, Inc., was awarded this project from the City of Lauderhill under the GO Bond for the beautification of their basketball courts located within the Sadkin Community Center.

The scope of work includes:

- Removal of existing gymnasium bleachers and basketball equipment
- Installation of new gymnasium bleachers, basketball equipment, and all required controls
- Relocation of fire extinguisher
- Installation of exterior canopy





Sandspur Park Restroom

Pompano Beach, FL



RENOVATION



GOVERNMENT/
MUNICIPAL



PARK

Project Location:

4231 NE 15th Avenue,
Pompano Beach, FL 33334

Total Contract Value:

\$217,399.82

Start / End Dates:

01/2019 - 03/2019

Client Contact:

Tammy Good
City of Pompano Beach
1201 NE 5th Avenue,
Pompano Beach, FL 33060
954-786-5512
tammy.good1@copbfl.com



Waypoint Contracting, Inc., was selected by the City of Pompano Beach to build from the ground-up a stand-alone restroom structure at Sandspur Park. The restroom features a self-sufficient solar water heater and power system, providing the City with a long lasting sustainable design. Frequent communication and planning with the County was necessary in order to successfully coordinate water and sewer utility connections and to adhere to the construction schedule.

Construction took place during the park's normal operational hours, which required site protection and security to preserve the general safety of the public. A MOT (maintenance of traffic) plan was also submitted and implemented, to maintain traffic during installation of utilities.



Miami ARTCC Playground Restoration

Miami, FL



RENOVATION



GOVERNMENT/
MUNICIPAL



PARK



SECURED
FACILITIES

Total Contract Value: **Client Contact:**

\$99,940.00

Susan Newcomb

Federal Aviation Administration

Start / End Dates:

7500 NW 58th Street

11/2017 - 12/2017

Miami, FL 33166

781-238-7659

Waypoint Contracting, Inc., was selected by the Federal Aviation Administration to restore the playground for the Miami Air Route Traffic Control Center (ARTCC). Waypoint was responsible for removing the existing turf and replacing it with a new synthetic turf system. Construction took place during the daycare's normal business hours, which required extensive coordination to ensure that the site was properly secure – to prevent children from walking into the construction area and containing the noise and dust so it does not disturb the children.

The scope of this project included:

- Removal of existing playground turf system and subbase
- Re-installation of new subbase and synthetic turf system
- Removal and re-installation of existing playground equipment





Sunny Lakes Park Community Center Renovation Town Of Davie, FL.



RENOVATION



GOVERNMENT/
MUNICIPAL



PARK

Total Contract Value: Client Contact:
\$1,159,945.86 Gerardo Diaz

Start / End Dates: 6591 Orange Drive, Town of
Davie, FL 33314
Project in progress 954-355-8814
Complete 97% gerardo_diaz@davie-fl.gov



Waypoint Contracting, Inc., was selected by the Town of Davie for the Interior Renovation of the Community Center. Waypoint was responsible for the demolition of the existing interior of the building which was remodeled and exterior repairs.

The scope of this project included:

- Replacement of overhang ceiling and roof downspouts .
- Installation of new Awning.
- Installation of Exterior Impact Doors/ French Doors.
- Fencing and Gates installed.
- Landscaping work including sod and plants.
- New ramp and sidewalk including railing at ramp area.
- Installation of Shutters.
- Stucco Repairs.
- Renovation of the electrical, mechanical and plumbing system.
- Complete new fixtures, units, and system was replaced.
- New Fire Alarm System installed.
- Complete renovation of finishes including flooring, drywall, ceiling, painting, blinds, fire extinguishers, new doors and frames, windows, window sills, kitchen millwork and bathrooms.
- New railings installed at balconies and stairways.
- Re Paint of the Exterior of Building.
- Deck repairs completed: installation of structural members and replacement of deck boards.



Cooper City Building Department

Cooper City, FL



RENOVATION



GOVERNMENT/
MUNICIPAL



FACILITY IN
OPERATION

Project Location:

9090 SW 50th Place
Cooper City, FL
33328

Start / End Dates:

01/2018 - 03/2018

Total Contract Value:

\$473,536.46

Client Contact:

Richard Freeman
City of Cooper City
9070 SW 51st Street, Cooper City, FL
33328 954-434-2300
RFreeman@coopercityfl.org



Waypoint Contracting, Inc., was awarded the Cooper City Building Department Interior Renovations project based on a best-value procurement solicitation. Jorge Lopez, Waypoint's Vice President, served as Project Manager on this project. Waypoint was responsible for all construction related activities throughout the course of this project including bidding, scheduling, permitting, construction, and closeout.

The project scope included the complete remodel of the existing facility's:

- Reception areas
- Offices
- Restrooms
- Hallways
- Conference room
- Kitchen

This project was completed safely, with no reported injuries.



WAYPOINT
Contracting, Inc.

**JORGE L. LOPEZ, PMP, CPC, LEED GA | VICE PRESIDENT
SENIOR PROJECT MANAGER**

- 12+ years of experience in managing a variety of complex construction projects ranging from \$100K to over a \$100M
- Actively engaged in all aspects of project management, delivering consistent leadership to the team and a thorough understanding the client's needs

TYPES OF PROJECTS

- General Contracting
- CM@Risk
- Design-Build
- Construction Management

EDUCATION

- Bachelor of Science in Construction Management, Florida International University

PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

- Project Management Professional (PMP #1624830)
- American Institute of Constructors Certified Professional Constructor (CPC #8657)
- LEED Green Associate (Certification #10679250)
- State of Florida Certified General Contractor (CGC1519415)
- USACE Construction Quality Control for Contractors
- First Aid / CPR
- OSHA 30
- DoD Clearance – Top Secret

Mr. Lopez has over a decade of Project Management experience in the industry providing hands-on management encouraging collaboration, inspiring teams to effectively accomplish project goals. He is responsible for supporting each department, assuring prompt cost-effective project delivery while promoting safety. His consistent leadership and innovative approach contribute to the development and implementation of systems, procedures, key performance measures and various management tools that keep Waypoint contemporary with industry standards. Mr. Lopez specializes in designing, constructing, renovating, and maintaining a variety of complex construction projects for government and commercial clients both large and small ranging from \$100K to over a \$100M. He is a natural problem solver with a commitment to thoroughly understanding the client's needs.

PROJECT EXPERIENCE GOVERNMENT

Repair Water Damage Hurricane Irma, HARB, FL- hurricane repairs to multiple buildings.

Sunny Lakes Community Center Renovation, Davie, FL- interior renovation and installation of a new package lift station, water service and force main.

Windermere Community Center, Lauderhill, FL- relocation of existing basketball court and installation of new canopy.

St. George Park & Community Center Improvements, Lauderhill, FL- ADA and other improvements to the existing community center.

Cooper City Building Department, Cooper City, FL- complete remodel of the building department.

Phichol Williams Community Center, Homestead, FL - complete demolition and reconstruction of the community center.

John Prince Park Fountains, West Palm Beach, FL- ADA compliance upgrades

Cooper City Community Center Interior Renovations, Cooper City, FL- complete interior renovation.

North Broward Service Center Interior Renovations, Broward County, FL - painting of the first and second floor of the service center

Florida City State Farmers Market, Florida City, FL - hurricane repairs to the roof

Convoy Point Building Storm Repair, Homestead, FL - hurricane repairs performed throughout the building.



WAYPOINT
Contracting, Inc.

Miami Air Route Playground, Miami, FL - restoration of the Playground for the Miami Air Route Traffic Control.

Morningside Park Tennis Courts, Miami, FL- demolition and reconstruction of the existing seven tennis courts, and the addition of one new tennis court; construction of a new plaza with seating, tables, and other site furnishings; installation of landscaping, an irrigation system, a pre-fabricated tennis practice wall, new fencing, security lights, and resurfacing and restriping of the existing parking lot

Go Bond Sadkin Community Center Improvements, Lauderhill, FL - new-cantivlevered Canopy & Installation of Bleachers, scoreboards and all basketball hoop accessories.

John Mullin Park Improvements, Lauderhill, FL - repair & replacement of sidewalk, netting, basketball courts fencing, and bathrooms.

Sandspur Park Restroom, Pompano Beach, FL- ground-up stand-alone restroom structure

Dog Park Restroom, Pompano Beach, FL - ground-up stand-alone restroom structure

Sunny Isles Beach Fire Station #10, Sunny Isles, FL - new construction of Fire Station #10.

ACP#3 and ACP#4 Design-build – Defense Logistics Agency Facility, Susquehanna, PA, - design and construction of an integrated system of active and passive vehicle barriers at two (2) entry control points to stop threat vehicles from breaching a secured compound perimeter.

NOAA NSOF Satellite Facility Mechanical and Electrical System Upgrades- phase renovation of the NOAA facility that involved doubling the power, UPS, and cooling capacity of an N+2 redundant series of critical systems and rooms that were fully operational and could not be shutdown.

USACE Upgrades to Access Control Points 3 & 4, New Cumberland, PA- design-build upgrade of Access Control Points 3 and 4 at the Defense Distribution Center Susquehanna in New Cumberland, Pennsylvania.

MDC- Data Processing Center Settlement Remediation – GSA Project #Z00072-GOB227- the settlement remediation of part of Miami Dade County's Data Processing Center

D/B FAA ARTCC Major Mechanical and Electrical Upgrades, Miami Florida- phase renovation of the Miami FL, ARTCC facility that involved the replacement of two 300-ton chillers, four chilled water pumps, four 325-ton cooling towers, three 60hp vertical turbine pumps, and seven computer room air units, all without disruption of mission-critical services at the ARTCC in Miami, Florida



UNAI URRESTI CORTA | FIELD OPERATIONS MANAGER

- 16+ years of project and operation management experience in commercial and residential construction
- Experienced manager, with a firm understanding of time management as it pertains to the workforce process and adherence of scheduling.

TYPES OF PROJECTS

- General Contracting
- CM@Risk
- Design-Build
- Construction Management

EDUCATION

- Bachelor of Science in Business Administration, Reinhardt College
- Plans Reading Course, Gold Coast School of Construction

PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

- OSHA 30
- Mold Assessor #MRSA3634
- Mold Remediator #MRSR3794

Mr. Urresti Corta has several years of operations management experience in the construction industry. His experience and repeated success is specialized in solving problems that could possibly delay construction and add to construction cost. He has successfully managed subcontractor/craft workforce to meet deadlines and takes a proactive approach to communicating schedules, holding all team members accountable for projects. Unai is extremely knowledgeable and works with each of the crew to accomplish task, including teaching and mentoring individuals in the crew that are less experienced, maintaining tools, cords and equipment so that they are kept in good working order and are safe for use.

PROJECT EXPERIENCE

Department of Military Affairs FMS 1 Renovations, Miami FL - Installation of new ADA bathroom facility and locker room area. Installation of new electrical system. Improvement to the existing building.

Miami Beach Tenant Improvements, Miami Beach, Florida - Interior alteration of the entire space. Installation of new HVAC system. Installation of new electrical panel and system. Improvement to the entire office space.

Repair Water Damage Hurricane Irma, HARB, FL - Hurricane repairs to multiple buildings. Installation of new roof, installation of new steel structures, interior and exterior alterations.

Shechter & Everett Interior Renovations. Miami FL - Interior build out of the entire space, 28 new office spaces, conference rooms, break area, new ADA bathrooms. Installation of new HVAC system, electrical system and plumbing system.



MARCO MEJIA | SUPERINTENDENT

-
- 7+ years experience in the Construction Industry
 - Proactive problem solver with the innate ability to anticipate challenges
-

TYPES OF PROJECTS

- General Contracting
- CM@Risk
- Design-Build
- Construction Management

EDUCATION

BERGEN COUNTY COMMUNITY COLLEGE, NEW JERSEY.

- Blueprint Reading
- OSHA 30
- Bluebeam Revu 2019
- Fit Out Roofing Estimating

PROFESSIONAL REGISTRATIONS & CERTIFICATIONS

- DOB Supported Scaffold
- NYPD Construction Site Fire Safety Manager Course
- Site Safety Manager
- Fire Protection and Prevention
- Excavations
- Site Safety Plan
- Site Safety Training Card

Mr. Mejia is an experienced superintendent with a background and understanding of the construction industry. Having this knowledge compliments his skills and his experience, allowing ease when managing the day-to-day field operations of construction projects. He is responsible for handling all account functions as it pertains to all records related to labor and material costs including task orders and/or larger lump sum institutional and/or commercial construction projects. Mr. Mejia also reviews the contract documents to ensure they are consistent with the industry and company standards, as well as verifies that all work is getting done in a proper and precise order. In addition, Mr. Mejia travels to job sites within a providing day to day field updates to management, subcontractors, customers and peer groups to make sure upcoming events/ meetings are effectively communicated and proactively attended.

PROJECT EXPERIENCE

Palm Springs Pathway Park Const. Palm Springs, Florida - Construction of the Park Connector Pathway System - Sub-Phase I.

PS 254Q Queens, New York. - Exterior masonry, roof and parapet replacement, exterior and interior improvement.

Pumarejo Bridge 2.3 Km. Barranquilla, Colombia. - Construction of the longest bridge in Colombia (2.28km)



JAVIER GONZALEZ | FOREMAN/CLOSE-OUT SPECIALIST

TYPES OF PROJECTS

- General Contracting
- CM@Risk
- Design-Build
- Construction Management

EDUCATION

- Level 3 Blueprint
- Construction Management, Turner School of Construction

- 25+ years of industry experience as foreman working with private and public clients
- Experienced manager, with a firm understanding of time management as it pertains to the workforce process and adherence of scheduling

Mr. Gonzalez proactively anticipates and solves problems that could delay construction; successfully manages a subcontractor/craft workforce to meet deadlines, proactively communicated schedules and expectations and holding staff accountable and is able to take necessary initiative to solve difficult challenges or problems on the project. Mr. Gonzalez works with the crew to accomplish the task, including teaching and mentoring individuals in the crew that are less experienced, maintaining tools, cords and equipment so that they are kept in good working order and are safe for use.

PROJECT EXPERIENCE

Phichol Williams Community Center, Homestead, FL - complete demolition and reconstruction of the community center.

Cooper City Community Center Interior Renovations, Cooper City, FL - complete interior renovation.

Cooper City Building Department, Cooper City, FL - complete remodel of the building department.

North Broward Service Center Interior Renovations, Broward County, FL - painting of the first and second floor of the service center.

Florida City State Farmers Market, Florida City, FL - hurricane repairs to the roof.

Convoy Point Building Storm Repair, Homestead, FL - hurricane repairs performed throughout the building.

Miami Air Route Playground, Miami, FL - restoration of the Playground for the Miami Air Route Traffic Control.

Go Bond Sadkin Community Center Improvements, Lauderhill, FL - Foreman/Close-out Specialist. Project scope includes: New-cantilevered Canopy & Installation of Bleachers, scoreboards and all basketball hoop accessories.

John Mullin Park Improvements, Lauderhill, FL - Foreman/Close-out Specialist. Project consists of the repair & replacement of sidewalk, netting, basketball courts fencing, and bathrooms.

Sandspur Park Restroom, Pompano Beach, FL - build a ground-up stand-alone restroom structure at Sandspur Park.

Dog Park Restroom, Pompano Beach, FL - build a ground-up stand-alone restroom structure at Sandspur Park.

Westwind Lakes Park - Design-build Medium Recreation Building.



Kendall Soccer Park, Soccer field - Design-build Artificial Turf.
Country Club of Miami - Storm Water, New Irrigation system.
Country Club of Miami - Driving Range.
Pierce Park - Pavilion Shelter.
Holiday Park.
Doral Park - Restroom Building and Parking Lot.
Desoto National Monument - Environmental Sensitive Park.
DOT District Warehouse Bldg. - Design-build Repair and Renovation.
DOT Permanent Canopy - General Contractor.
FDOT Sunguide Building: Project Value: \$700,000 (2008-2009).
FIU Health and Wellness Center - New 2-Story Addition.
FIU BA Building - Glass block Replacement.
Amelia Earhart Elementary - CM @ Risk.
Hialeah Senior High - CM@ Risk.
Hialeah Senior High - ADA Upgrades, CM@ Risk.
Carol City Senior - CM @ Risk.
John F. Kennedy - CM @ Risk.
Allapattah Middle School - CM@ Risk.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 RSC Insurance Brokerage, Inc. 3350 S Dixie Hwy Miami FL 33133		CONTACT NAME: PHONE (A/C, No, Ext): (305)446-2271 FAX (A/C, No): E-MAIL ADDRESS: certificates@kahn-carlin.com	
INSURED Waypoint Contracting, Inc. 7955 NW 12th Street, Suite 400 Doral FL 33126		INSURER(S) AFFORDING COVERAGE INSURER A: Monroe Guaranty Ins Co NAIC # 32506 INSURER B: FCCI Insurance Co 10178 INSURER C: National Trust Insurance Co 20141 INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2061863962**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			GL100046991-02	6/30/2020	6/30/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			CA100015294-03	6/30/2020	6/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							\$
B	☒ UMBRELLA LIAB	☒ OCCUR		UMB100025766-02	6/30/2020	6/30/2021	EACH OCCURRENCE \$ 3,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE \$ 3,000,000				
	☐ DED ☒ RETENTION \$ 10,000		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			010-WC20A-76368	6/30/2020	6/30/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☐ N / A	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

CERTIFICATE HOLDER**CANCELLATION**

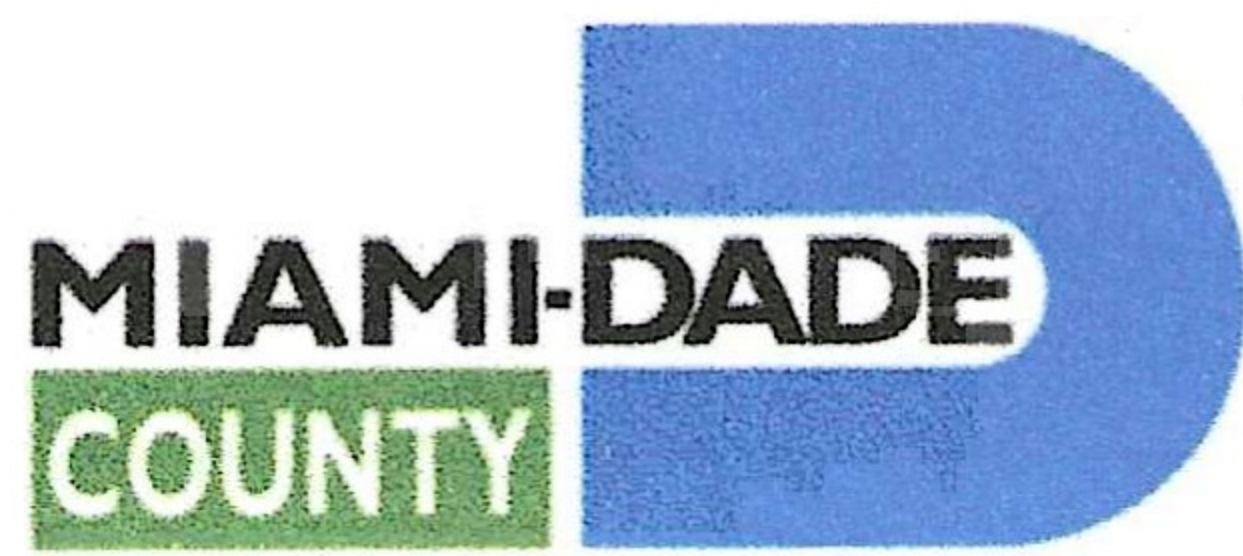
Proof of Insurance Only

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

M Christian/GENFLO

© 1988-2014 ACORD CORPORATION. All rights reserved.



Public Housing and Community Development

701 NW 1st Court • 16th Floor
Miami, Florida 33136-3914
T 786-469-4100 F 786-469-4151

miamidade.gov

April 17, 2020

Katrina Gonzalez, President
Waypoint Contracting, Inc.
1324 NW 29 St
Miami, FL 33142

RE: Section 3 Business Concern Application

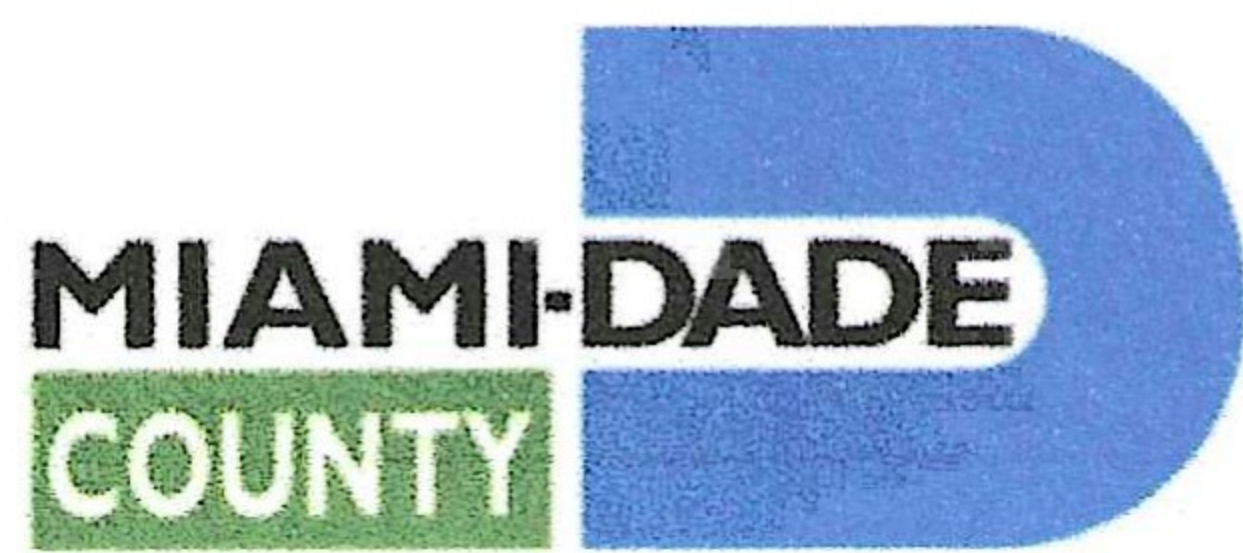
Dear Ms. Gonzalez

Public Housing and Community Development (PHCD) has reviewed your application and determined that **Waypoint Contracting, Inc** currently meets federal requirements for approval as a Section 3 Business Concern. Your firm's approval is under **option 3**, for priority in contracting opportunities applicable under 24 CFR 135.36. Additionally, you have made a commitment to apply Section 3 numerical goals with all Section 3 covered activities, and you must follow PHCD's recruitment and selection guidelines whenever you have a need for new workers; giving first priority to persons residing in Public Housing, Section 8 and other federally-assisted housing, and then, to other low-income Miami-Dade County residents.

This certification is valid for one (1) year from the date of this letter and is subject to periodic reviews for compliance and accuracy of new hire verification and contracting obligations. PHCD reserves the right to rescind certification privileges if deemed necessary during this period.

Things you need to know:

- To claim Section 3 preference, a business must be certified at least two (2) weeks prior to the bid opening date.
- To claim the Section 3 Certified Business Preference for any PHCD bid, every business is required to submit the Section 3 preference claim documents with its bid-proposal during the bidding process.
- Section 3 Businesses are responsible for retaining eligibility, recruitment, and selection records in relation to "new hire activity" of a Section 3 resident, for a period of **three (3) years**. Records may include tax documents, proof of household size, household income, etc.
- Please ensure that your business registers for an Elation Systems (www.elationsys.com) account, and that quarterly Section 3 Workforce are completed when hired as a sub-tiered contractor and/or an awarded contract by PHCD.
- Be aware that PHCD maintains an active list of companies that are certified as a *Section 3 Business Concern*. To obtain a copy may of this list, forward a request via email to Section3@miamidade.gov.



Public Housing and Community Development

701 NW 1st Court • 16th Floor
Miami, Florida 33136-3914
T 786-469-4100 F 786-469-4151

miamidade.gov

Page 2

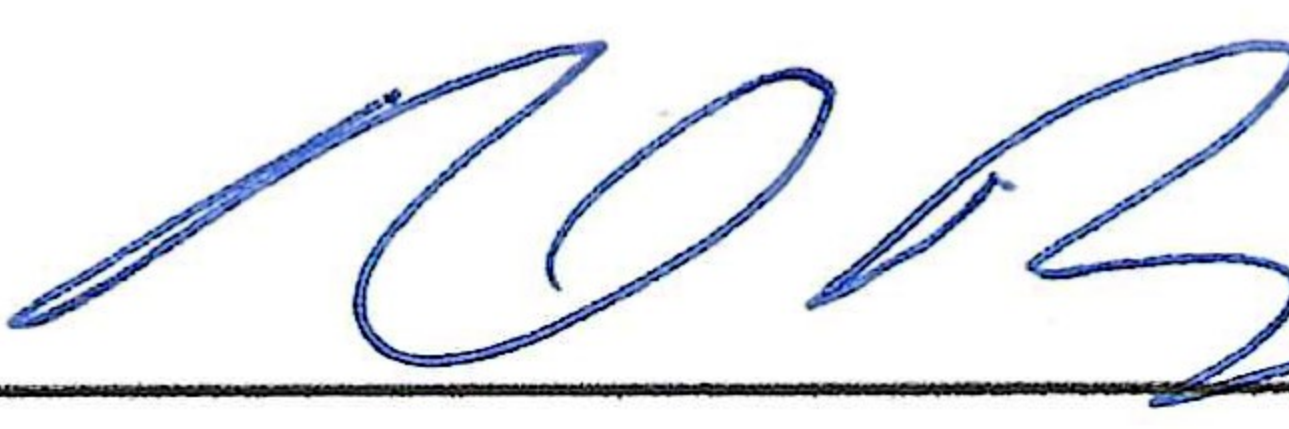
Re: Section 3 Business Concern Application

Name of Firm: Waypoint Contracting, Inc.

In addition, if interested in conducting further business with Miami-Dade County (MDC), please register with MDC's Department of Internal Services online at <http://www.miamidade.gov/procurement/vendor-services.asp>.

If you have any questions regarding this certification please, contact me at 786-469-4227, or send your request to Section3@miamidade.gov.

Sincerely,

X  *Armando Bouza*
for Jorge Rendon

Jorge I. Rendon
Section 3 Coordinator



Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Katrina Gonzalez, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is President of Waypoint Contracting, Inc., the Bidder that has submitted a Bid to perform work for the following project:

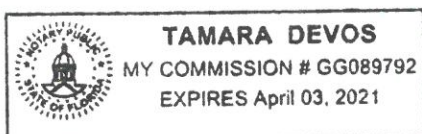
Contract #: ITB 2021B-001 Project Name: Pathway Park Construction Sub-Phase 2B

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: Katrina Gonzalez

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 15 day of March 2021 by Katrina Gonzalez, who is ☒ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:



Notary Signature: Tamara Devos

Notary Name: Tamara Devos
Notary Public-State of Florida

Commission No. GG 089792

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, Katrina Gonzalez, personally appeared Katrina Gonzalez who, after being by me first duly sworn, deposes and says:

(1) I am President of Waypoint Contracting, Inc., the bidder that has submitted a proposal to perform work for the following project:

Contract #: ITB 2021B-001 Project Name: Pathway Park Construction Sub-phase 2B

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, any individual as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: Katrina Gonzalez

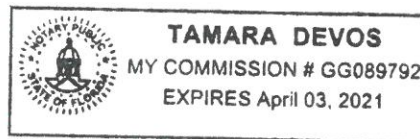
Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 15 day of March 2021 by Katrina Gonzalez, who is ☒ personally known to me or ☐ who has produced personally known as identification.

NOTARY SEAL:

Notary Signature: Tamara Devos

Notary Name: Tamara Devos
Notary Public-State of Florida

Commission No. GG089792



CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Katrina Gonzalez, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the President of Waypoint Contracting, Inc, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC 1519415 Expiration Date: 08/31/2022
who submitted a proposal to perform work for the following project:

Contract #: ITB 2021B-001 Project Name: Pathway Park Construction Sub-Phase 2B

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

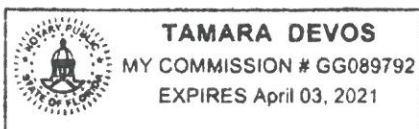
Signature: Katrina Gonzalez

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of March 2021 by Katrina Gonzalez, who is ☒ personally known to me or ☐ who has produced

as identification.

NOTARY SEAL:

Notary Signature: Tamara Devos



Notary Name: Tamara Devos
Notary Public-State of Florida

Commission No. GG089792

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: Pathway Park Construction Sub-Phase 2B

Company Name and Address: Waypoint Contracting, Inc.
7955 NW 12 ST STE 400
Doral, FL 33126

Katrina Gonzalez
Signature

Katrina Gonzalez, President

Name and Title

03/15/2021

Date

WORKFORCE PROJECTION**PROJECT NAME:**

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☐ Asphalt Distributor
☒ Asphalt Paving Machine
☐ Asphalt Screed
☐ Backhoe
☐ Boom Auger Operator
☐ Bulldozer
☐ Concrete Curb Machine Operator
☐ Concrete Joint Saw Operator
☐ Concrete Pump
☐ Cranes with boom length less than 150 ft
☐ Cranes with boom length 150 ft and over
☐ Cranes, all tower cranes, and all
☐ Derrick, or Dragline
☐ Earthmover
☐ Excavator
☐ Forklift
☒ Front End Loader
☐ Grader/Blade
☐ Guardrail Erector
☐ Guardrail Erector
☐ Guardrail Post Driver
☐ Mechanic (type: _____)
☐ Milling Machine Grade Checker
☐ Milling Machine Operator
☐ Motor Grader
☐ Mulching Machine
☐ Oiler, Greaseman
☒ Pavement Striping Machine
☐ Pavement Striping Machine Nozzleman
☐ Pile driver
☒ Power Sub-grade Mixer
☐ Roller
☐ Scraper
☒ Sign Erector
☐ Small Tool Operator
☐ Tractor
☐ Trenching Machine
☐ Truck Driver (type: _____)
☐ Other:
☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
☐ Air Tool Operators
☒ Asphalt Rakers
☐ Bricklayer/Brickmason/Blocklayer
☒ Carpenter
☐ Cement Mason/Concrete Finisher
☐ Drywall Hanger
☐ Drywall Finisher/Taper
☐ Electrician
☐ Elevator Mechanic
☐ Fence Erector
☐ Form Setter
☐ Glazier
☐ Grade Checker
☐ HVAC Mechanic (type: _____)
☐ Ironworker - Ornamental
☐ Ironworker - Reinforcing
☐ Ironworker - Structural
☐ Laborer - Common or General
☐ Laborer - Roof Tear off
☒ Landscape and Irrigation laborer
☐ Lather
☐ Mason Tenders
☐ Painter
☐ Pipefitter (excluding HVAC pipe work)
☐ Pipelayer
☒ Plasterer
☐ Plasterers Tenders
☐ Plumber (excluding HVAC pipe)
☐ Plumber (including HVAC pipe)
☐ Roofer (including built-up, composition and single ply)
☐ Sheet Metal Worker (including HVAC duct work)
☐ Sprinkler Fitter (fire sprinkler)
☐ Terrazzo Worker Mechanic
☐ Tile Setter
☐ Traffic Control Specialist
☐ Traffic Signalization - Installer
☐ Traffic Signalization - Mechanic
☒ Unskilled Laborer
☐ Welder
☐ Other:

Submitted by: Waypoint Contracting, Inc.Date: 03/15/2021



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-965-4010 • www.vpsfl.org

Park Connector Pathway Sub-

Phase 2B

Addendum No. 1

March 8, 2021

BIDS DUE: 2:00 PM, Local Time, March 16, 2021

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for Park Connector Pathway Sub-Phase 2B, fully and completely as if the same were fully set forth herein.

IN THE BID PLANS

1. Sheets LH-102 and LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

Plan Calls:

New fence to replace existing chain link fences.

Replace With:

Existing chain link fence to remain.

2. Sheet LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

Plan Calls:

Field adjust proposed sidewalk around trees 51, 54, 59, 61.

Replace With:

Field adjust proposed sidewalk around existing trees as required.

3. Sheets GN-100, C-101, C-102, C-103, C-104, and C-105 Palm Springs Park
Connector Pathway Sub-Phase 2B

Plan Calls:

Legend has designation of "existing sidewalk (to be removed)" listed twice with different symbols.

Replace With:

Duplicate designation corrected to indicate "Proposed Paver Sidewalk".

ON THE BID FORM

1. Mark line item No 12 with \$0- existing fencing will remain.
2. Mark line item No 23 with \$0- existing fencing will remain.

Receipt acknowledged and conditions agreed to the 8 day of March, 2021.

Waypoint Contracting, Inc.

Bidder

By

Katrina Gonzalez



PROJECT MANUAL

The Village of Palm Springs

Park Connector Pathway

Phase 2B

Palm Springs, FL

FEBRUARY 2021



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REFER TO PLANS/ BID SET

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DIVISION 17–31 NOT USED

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REFER TO PLANS/ BID SET

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SECTION 00030
VILLAGE OF PALM SPRINGS PALM SPRINGS, FL

ITB NO. 2021B-001
Pathway Park Construction Sub-Phase 2B (Task Order #225)

ADVERTISEMENT FOR BIDS

Electronic Sealed Bids for the **Pathway Park Construction Sub-Phase 2-B Project** will be received, by the **Village of Palm Springs**, at the **Office of the Palm Springs Village Clerk**, until **2:00 PM** local time on **Tuesday, March 16, 2021**, at which time the Bids received will be publicly opened and read. **All bids received after the deadline will be returned unopened.** The Village of Palm Springs will provide for public participation through Gotowebinar.com, a communication media technology (teleconference) for the **Bid Opening**. The Physical Point of Access is Village Hall, located at 226 Cypress Lane, Palm Springs, FL 33461.

Participants can use their telephone or computer mic & speakers (VoIP).
United States 1 (415) 930-5321 Access Code# 130-292-403
Registration URL: <https://attendee.gotowebinar.com/register/319005020006034448>
Webinar ID: 913-186-203

It is the responsibility of the Bidder to ensure that all pages are included. Therefore, all Bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Village of Palm Springs.

Bids are requested for furnishing the goods/services as described herein and in accordance with applicable terms, conditions and specifications as set forth herein without any modification, change or alterations to any terms, conditions, or provisions of this solicitation, unless specifically approved in writing by the Village.

Each bid must be accompanied by a bid bond, certified check, or cashier's check in an amount of not less than five percent (5%) of the total bid amount. No bid may be withdrawn after the bid opening for a period of ninety (90) days. The Village Council reserves the right to waive informalities in the bids or to reject all bids.

Bid documents may be downloaded from:
Demandstar website - www.Demandstar.com.
Purchasing webpage on the Village of Palm Springs - www.vpsfl.org.

A virtual pre-bid conference will be held at **2:00 PM** local time on **February 25, 2021** via GoToMeeting. **Attendance at the pre-bid conference is not mandatory.** The Village of Palm Springs will provide for public participation through Gotowebinar.com, a communication media technology (teleconference) for the **pre-bid conference**.

Participants can use their telephone or computer mic & speakers (VoIP).
United States +1 (631) 992-3221 Access Code# 694-246-909
Registration URL: <https://attendee.gotowebinar.com/register/6608077390466033936>
Webinar ID: 520-398-819

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **March 10, 2021** at 5:00 PM local time.

This project is funded in part by the Federal Government and administered by the Palm Beach County Department of Housing and Economic Sustainability and contractors must comply with all Federal requirements and the Davis Bacon and Related Acts whereby all laborers and mechanics are required to receive the prevailing wage rates as contained in the bid documents. All contractors and sub-contractors are required to use the Labor Compliance Reporting System. All fringe benefit statements, and weekly certified payrolls are to be submitted using LCRS (Elation). All Contractors will be required to submit Certified Payrolls using this system. Paper Payrolls will no longer be accepted. Section 3 businesses are encouraged to bid and/ or participate in this project.

Bidders who obtain Solicitations from sources other than those named above are cautioned that the Bid package may be incomplete. The Village will not evaluate incomplete Bid packages. Demandstar is an independent entity and is not agent or representative of the Village.

Communications to Demandstar do not constitute communications to the Village. The Village is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the Solicitation documents, the terms and conditions of the Solicitation documents will prevail.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**
By: **Kimberly Wynn**
Title: **Village Clerk**
Date: **February 11, 2021**
Publication: Lake Worth Herald and Demand Star

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EJCDC Document No. 1910-8, 1996 Edition) have the meanings assigned to them in the GENERAL CONDITIONS. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1. Bidder - one who submits a Bid directly to OWNER as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2. Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3. Successful Bidder - the most responsible and responsive Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

1.4 Bidding Documents includes the Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained as indicated in Section 00030 - Invitation to Bid.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of OWNER's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in Section 00815 - SUPPLEMENTARY CONDITIONS).

3.1 Each Bid must contain evidence of Bidder's qualification to do business in the State/County where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

3.2 Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00315 - Bidder Qualifications Questionnaire, Article 12, including project description, final project cost, owner's name, address, and phone number.

3.3 Provide a list of work currently under contract.

- 3.4 Provide a list of equipment available to be committed to perform the Work contemplated under this contract.
- 3.5 Complete and provide Section 00315 - Bidder Qualifications Questionnaire.
- 3.6 Section 00415 - Public Entity Crimes pursuant to Section 287.133(1995), Florida Statutes, on Public Entity Crimes.
- 3.7 Complete and provide Section 00420 - Statement under Section 287.087 Florida Statutes on Drug-Free Workplace.
- 3.8 Complete and provide Section 00425 - Non-Collusive Affidavit.
- 3.9 Current Certificate of Liability Insurance per the requirements of Section 00815, Articles SC-5.04 and SC-5.06, A.
- 3.10 Complete and provide a signed copy of Anti-kickback Affidavit
- 3.11 Complete and provide a signed copy of Certification and Eligibility of Contractor
- 3.12 Complete and provide a signed copy of Certification of Non-segregated Facilities
- 3.13 Complete and provide a Workforce Projection Form

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid:
 - 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;

4.1.3. To consider federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work;

4.1.4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5. To promptly notify ENGINEER of conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the SUPPLEMENTARY CONDITIONS.

4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.02 of the GENERAL CONDITIONS.

4.4 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or

otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

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

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

5.3 Addenda may also be issued to modify the bidding procurements as required by permitting from South Florida Water Management District, PBC Engineering Public Works, and the Village of Palm Springs.

6. BID SECURITY

6.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified, cashier's or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.01 of the GENERAL CONDITIONS.

6.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom is the next lowest responsive

bidder shall be selected by OWNER to receive the award, may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in Section 00310 - Bid Form and Section 00500 -Agreement.

8. LIQUIDATED DAMAGES AND INDEMNIFICATION

8.1 Provisions for liquidated damages, if any, are set forth in Section 00500 - Agreement.

8.2 All bidders must comply with the indemnification requirements of paragraph 6.20 of the GENERAL CONDITIONS, Section 00705.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be

furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraph 6.05 of the GENERAL CONDITIONS and may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

10.1 Each Bid must identify the names and addresses of Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment listed in Section 00310 -Bid Form. If requested, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER or ENGINEER does

not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of each acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the GENERAL CONDITIONS.

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

11. BID FORM

11.1 The Bid Form is included with the Bidding Documents.

11.2 All blanks on the Bid Forms must be completed in ink or typewritten. The bid price of each item on the form must be stated in words and numerals: in case of conflict, words will take precedence.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names must be typed or printed below the signature.

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

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

11.8 Project bid item entries

11.8.1 Where applicable, Bids must be priced on a lump sum basis for the base contract and include a separate price for each alternate described in the Specifications as provided for in the Bid Form. The price of the Bid for each alternate will be the amount to be added to or deducted from the price of the base Bid if OWNER selects the alternate. Alternate bids shall include such amounts as the Bidder deems proper for overhead and profit.

11.8.2 Where applicable, unit price bids must be priced on a unit price basis for the bid item described in the Specifications as provided for in the Bid Form. Unit prices shall include such amounts as the Bidder deems proper for overhead and profit.

11.8.3 Where applicable, the miscellaneous allowance bid prices shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in GC-11.02.

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted before the time and at the place indicated in the Invitation to Bid and shall be submitted in an opaque sealed envelope. The envelope shall be marked on the exterior with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted and with the name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a

separate envelope with the notation "SEALED BID ENVELOPE ENCLOSED" on the face thereof.

12.2 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

12.3 The following Sections of the Contract Documents and other information shall be submitted with the Bid:

Section 00300	Bid Submission Checklist
Section 00310	Bid Form
Section 00315	Bidder Qualifications Questionnaire
Section 00320	Electronic File(s) Disclaimer
Section 00410	Bid Bond
Section 00415	Public Entity Crimes
Section 00420	Drug-Free Workplace
Section 00425	Non-Collusive Affidavit

Insurance Certificates

Certification of Non-segregated Facilities

Certification of Eligibility of General Contractor

Anti-Kickback Affidavit

12.4 Submit one (1) original and two (2) copies of all required bid documents. Original shall be clearly marked "Original".

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

14.1 Bids will be opened and (unless obviously non-responsive) read aloud publicly. A tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

15.1 All bids will remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

15.2 Extensions of time when Bids shall remain open beyond the ninety (90) calendar day period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

16. AWARD OF CONTRACT

16.1 OWNER reserves the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2 The bid to be awarded to the lowest, responsible bidder. If the first lowest responsive, responsible bid is found to be unacceptable (non-responsive, non-responsible) then the second lowest responsive, responsible bidder is to be evaluated. Contracts are awarded by the VILLAGE to the lowest responsive and responsible bidder whose bid represents the most advantageous bid to the VILLAGE, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards hereinafter set out. In the event of a Court challenge to an award by any

bidder, damages, if any, resulting from an improper award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the Bidder and the VILLAGE is satisfied that the best responsible Bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

16.3 Criteria to be utilized by OWNER for evaluating and determining the lowest, responsible and responsive Bidder includes, but is not limited to, the following:

16.3.1 Ability of Bidder to meet published project specifications.

16.3.2 Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgement of the Bidder, the quality of performance of Bidder under previous contracts, the subcontractors and other persons providing labor or materials to Bidder.

16.3.3 Bidder's qualifications and capabilities, including but not limited to the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.

16.3.4 Whether Bidder can provide the equipment promptly or within the time specified, without delay or interference.

16.3.5 Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the Contract or service.

16.3.6 Local preference does not apply.

17. CONTRACT SECURITY

17.1 Paragraph 5.01 of the GENERAL CONDITIONS and the SUPPLEMENTARY CONDITIONS set forth OWNER's requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required Performance and Payment Bonds.

18. SIGNING OF AGREEMENT

18.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) calendar days thereafter OWNER shall deliver one fully signed counterparts to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. SALES AND USE TAXES

19.1 The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

20. PREBID CONFERENCE

20.1 A prebid conference will be held at 2:00 P.M. on the 25th day of February 2021 at the Village of Palm Springs Council Chambers located at 226 Cypress Lane, Palm Springs,

Florida. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are not required to attend and participate in the conference. VILLAGE/ENGINEER will transmit to all prospective bidders of record such Addenda as VILLAGE/ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

21. QUESTIONS

21.1 Questions shall be submitted in writing to:

Ms. Kimberly Wynn, Village Clerk

Village of Palm Springs

226 Cypress Lane

Palm Springs, FL 33461

(561)434-5084; (561)304-4602 (Fax)

Email: kwynn@vpsfl.org

22. MISCELLANEOUS INFORMATION

22.1 VILLAGE Code of Ordinances Provisions

22.1.1 *Public Entity Crimes Act.* In accordance with the Public Entity Crimes Act contained in F.S. ' 287.133, and the VILLAGE requires that vendors supplying goods or services in the amount of \$25,000.00 or more must acknowledge receipt of information about the law, and compliance with the statutory provisions. A public entity crime is a

violation of law related to the transaction of business with any public entity involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

22.1.2 *Drug-Free Workplace.* The VILLAGE is a drug free work place and has adopted a substance abuse policy in accordance with and pursuant to F.S. ' 440.102. In order to maintain a drug free work place the VILLAGE requires that bidders furnishing services on site at VILLAGE facilities abide by the policy, and provide certification that the bidder and each subcontractor used by the bidder, on site, has implemented a drug free work place program in compliance with F.S. ' 287.087.

22.1.3 *Nondiscrimination.* The VILLAGE is an equal opportunity employer, and it is the VILLAGE's policy to provide equal opportunity to all vendors consistent with the laws of the state. The VILLAGE intends to prohibit illegal discrimination against any person or business in pursuit of these opportunities based on race, color, national origin, religion, sex, age, or disability.

22.1.4 *Cone of Silence.* In accordance with the Palm Beach County Lobbyist Registration Ordinance and the VILLAGE's procurement code, the VILLAGE's procurement cone of silence will be in effect as of the deadline to submit a response to this Invitation to Bid. A complete copy of the VILLAGE's procurement code is available online at <http://municode.com> under the VILLAGE's code of ordinances (Section 58-5). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain VILLAGE officials, employees and agents and any entity or person seeking to be awarded a contract (including lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the VILLAGE to end the selection process.

23. ELECTRONIC PROJECT DOCUMENTS

- 23.1 Upon request, electronic files will be issued by ENGINEER.
- 23.2 CONTRACTOR must sign and provide Section 00320 - Electronic File(s) Disclaimer with Bid.
- 23.3 All electronic project documents will be issued in Adobe .pdf format.
- 23.4 When printing electronic drawing files, page scaling shall be set to ANone@.
- 23.5 CONTRACTOR shall be solely responsible for confirming document sets are complete and documents are printed to correct scales.

END OF SECTION

SECTION 00300
BID SUBMISSION CHECKLIST

Project Name: Pathway Park Construction Sub-Phase 2B

Bid Number: ITB 2021B-001

Bidders Name: _____

The following items must be submitted in the following order with your bid:

1. ___ Completed Section 00300 - Bid Submission Checklist
2. ___ Completed Section 00310 - Bid Form
3. ___ Completed Section 00315 – Bidder’s Qualification Questionnaire and applicable attachments.
4. ___ Completed Section 00320 – Electronic Files Disclaimer
5. ___ Completed Section 00410 – Bid Bond Complete with Power of Attorney
6. ___ Completed Section 00415 - Public Entity Crimes
7. ___ Completed Section 00420 - Drug-Free Workplace Certificate
8. ___ Completed Section 00425 - Non-Collusive Affidavit
9. ___ Provide requested bidder qualification information per Section 00100 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
10. ___ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04, and SC-5.06, A.
11. ___ Signed Copy of All Addenda

12. ___ PBC Requirements for Federally Funded Projects, Part 1

- a. Non-collusion Affidavit of Prime Bidder
- b. Anti-Kickback Affidavit
- c. Certification of Eligibility of General Contractor
- d. Certification of Non-segregated Facilities
- e. Workforce Projection
- f. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participant
- g. Statement and Acknowledgement
- h. Form HUD-2516 in EXCEL Format (Electronic File Provided)
- i. Section 3 Report

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

Section 00310
BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
General Requirements					
1	General Conditions	LS	1		
2	Project Management/ Superintendent	LS	1		
3	Permits	LS	1		
4	Site Mobilization/ Demobilization	LS	1		
5	Maintenance of Traffic	LS	1		
6	Erosion Control	LS	1		
7	Indemnification	LS	1		
8	A-Built Survey/ Record Drawings	LS	1		
Demolition					
9	Removal of Existing Landscape Material	EA	1		
10	Removal of Existing Sidewalk	SY	2,573		
11	Removal of Existing Asphalt	SY	192		
12	Removal of Existing Chain Link Fence	LF	125		
Site Preparation					
13	Clearing and Grubbing	LS	1		
14	Protection of Existing Trees to Remain	EA	61		
15	Grading	LS	1		
Hardscape, Paving, and Grading					
16	8' Wide 4" Concrete Sidewalk	SY	3,472		
17	8' Wide 6" Concrete Sidewalk	SY	346		
18	Concrete Pavers for Crosswalk/Sidewalks	SF	1,725		
19	Custom Concrete Stamp	EA	1		
20	12" White Thermoplastic Painted Crosswalk	EA	9		
21	Concrete Stamping	SF	64		
22	ADA Detectable Warnings	LS	1		
23	White Aluminum Fence	LF	125		
24	Harmonizing Existing Grades and Conditions	LS	1		
Site Amenities					
25	4' Rolled Form Perforated Bench	EA	1		

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
26	Trailhead Signage (Ferrin Signs)	EA	2		
27	Park Directional Signage (Ferrin Signs)	EA	6		
Landscape					
28	Bahia Sod	SF	20,170		
Allowances					
29	Contingency Allowance	AL	1	\$30,000.00	\$30,000.00
Total of All Unit Price Bid Items					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: [REDACTED] [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
 - G. Required Bidder Qualification Statement with supporting data.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

SECTION 00315

BIDDER QUALIFICATIONS QUESTIONNAIRE

The BIDDER guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

In order to receive bid award consideration on this bid, this Qualifications Questionnaire should be completed and returned with your bid. This information may be used in determining the bid award for this project.

CONTRACTORS proposing to be qualified to perform the Work are advised that they must address each item of this questionnaire.

1. How many years has the BIDDER identified on signature of Bidder page been in business?
_____ Years
2. General Contractor's License Number (attach copy): _____.
3. Attach documents demonstrating evidence of BIDDER's qualifications to do business in Palm Beach County, Florida.
4. What is the last project of this nature (similar scope) that you have completed? (Owner, Engineer contact, Contract Time, Bid Value, Final Contract Amount, identify completion date).

Project Title: _____

Owner Contact: _____ Ph: _____

Engineer Contact: _____ Ph: _____

Contract Time: _____ days Bid Value: _____

Final Contract Amount: _____ Completion Date: _____

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

6. Have you personally inspected the proposed work and have you a complete understanding and plan for its completion?

7. Will you subcontract any part of this work: If so, give details:

Name of Subcontractor

Work to be performed

8. What equipment do you own that is available for the work? (Attach additional listing if necessary.)

9. What equipment will you purchase for completing the proposed work:

10. What equipment will you rent for completing proposed work:

11. Provide a summary Financial Statement of the undersigned bidder: (List Assets and Liabilities and use insert sheet if necessary.)

12. BIDDER to identify a minimum of five (5) satisfactory references that are for similar work. Similar shall refer to: canal grading, site work, aluminum bridge installation of similar size, scope, cost, and complexity completed within the last ten (10) years. The references are to demonstrate that the bidder has been continuously and actively engaged in this type of work over the last five (5) year period. **Of the five (5) satisfactory references for similar work, a minimum of two (2) shall be from the past five years.** The work being inclusive of aluminum bridge installation, canal grading, installation of rubble riprap, site work, and coordination of multi-trade subcontractors. The VILLAGE may not award a bid to any BIDDER who cannot prove to the satisfaction of the VILLAGE that the Corporation/Partnership/Individual identified on the Bid Form has satisfactory written references for similar work. References that are from a Parent Corporation or affiliated Subsidiary shall not be submitted as a reference and will not be considered by the VILLAGE.

Additional references may be submitted as an attachment. BIDDERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS TO VERIFY INFORMATION IS ACCURATE.

a. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

b. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

c. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

d. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

e. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

f. Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____

Completion Date of Project: _____

Summary of Project:

Similar Reference type: (check all that apply)

Aluminum Bridge Installation _____

Other Similar Equivalent Work _____

13. Provide (attach) evidence that BIDDER can provide the minimum insurance requirements per Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06.

14. Declaration of Work Components Schedule

Minimum of 25% of work to be completed by bidder identified on Signature of Bidder Form. (Mobilization, administration, overhead, general conditions and profit may not be included as minimum work components).

Work Components that make up the above minimum are as follows:

Work Components that will be provided by subcontractors are as follows:

END OF SECTION

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At CONTRACTOR's request, Wantman Group, Inc. (WGI) will provide electronic files for CONTRACTOR's convenience and use in the preparation of CONTRACTOR's proposal related to Pathway Park Construction Phase 2B subject to the following terms and conditions:

WGI's electronic files are compatible with Adobe Reader. WGI makes no representation as to the compatibility of these files with CONTRACTOR's hardware or CONTRACTOR's software.

Data contained on these electronic files are part of WGI's instruments of service and shall not be used by CONTRACTOR or anyone else receiving these data through or from CONTRACTOR for any purpose other than as a convenience in the preparation of CONTRACTOR's bid for the referenced project. Any other use or reuse by CONTRACTOR or by others will be at CONTRACTOR's sole risk and without liability or legal exposure to EGI. CONTRACTOR agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WGI, our officers, directors, employees, agents or sub consultants that may arise out of or in connection with CONTRACTOR's use of the electronic files.

Furthermore, CONTRACTOR shall, to the fullest extent permitted by law, indemnify and hold EGI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from CONTRACTOR's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. WGI makes no representation regarding the accuracy or completeness of the electronic files CONTRACTOR receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by WGI and the electronic files, the

signed and sealed hard-copy construction documents shall govern. CONTRACTOR is responsible for determining if any conflict exists. By CONTRACTOR's use of these electronic files, CONTRACTOR is not relieved of CONTRACTOR's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate CONTRACTOR's work with that of material/equipment suppliers and/or subcontractors for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, WGI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

WGI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall WGI be liable for any loss of profit or any consequential damages as a result of CONTRACTOR's use or reuse of these electronic files.

CONTRACTOR's Company Name

Signature of Authorized Agent of CONTRACTOR Name and Title (Printed)

SECTION 00410

BID BOND

STATE OF FLORIDA)

) SS

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and CONTRACTOR, and _____

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

Pathway Park Construction Phase 2B

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____, as Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as Surety herein, has caused these presents to be signed in its name by its _____ under its corporate seal, this ____ day of _____ A.D., 20__.

Signed, sealed and delivered in
the presence of:

Principal-CONTRACTOR

By: _____

Title: _____

As to Principal

Surety

By: _____

Attorney-in-Fact (Power-of-Attorney to be attached)

By: _____

Resident Agent

END OF SECTION

SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name _____

Signature _____

Name & Title _____

END OF SECTION

SECTION 00420

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

THIS CERTIFICATION is submitted by the _____
(INDIVIDUAL'S NAME)

of _____
(TITLE/POSITION WITH COMPANY/VENDOR)

(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE _____

DATE _____

END OF SECTION

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, Sealed and Delivered in the Presence of:

By: _____

Printed Name

Title

END OF SECTION

Section 00500
AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 202__, between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and Hatcher Construction and _____, hereinafter the "CONTRACTOR", with its office located at _____.

RECITALS

WHEREAS, the VILLAGE issued Invitation to Bid - ITB 2021B-001 to construct Park Connector Pathway Subphase 2B (the "ITB");

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's bid in order for the CONTRACTOR to render the goods and services as specified in the ITB and herein;

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

WHEREAS, the VILLAGE finds awarding the ITB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. AGREEMENT TERM

1.1 The term of this Agreement shall commence upon approval of this Agreement by the Village Council and the Village's issuance of a Notice to Proceed.

1.2 Final completion of the Scope of Work (as identified herein) shall be completed in accordance with the ITB, attached hereto and incorporated herein as Exhibit "A".

1.3 Liquidated Damages. Liquidated Damages shall be assessed in accordance with the provision set forth in the ITB.

1.4 The Recitals set forth above are incorporated into the body of this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes all goods and services and other things necessary for the construction of a fitness park as more specifically set forth in the ITB, which is incorporated herein by reference (the Scope of Work).

2.2 The CONTRACTOR represents to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

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

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision (if authorized) and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors if authorized), while on VILLAGE premises, shall comply with all VILLAGE requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the ITB the CDBG Agreement with Palm Beach County and this Agreement and within the time frame set forth in the ITB.

2.6 The Project is being funded in whole or in part by the Community Development Block Grant Project Agreement between Palm Beach County and the VILLAGE, dated _____, which includes the Requirements for Federally Funded Projects ("Grant Agreement"). The CONTRACTOR shall abide by all requirements and obligations imposed on the VILLAGE or the VILLAGE's subcontractor (or as otherwise identified) under the Grant Agreement (a copy of which is attached hereto as **Exhibit "C"**). This includes all Federal and Davis Bacon Act Requirements. Federal Requirements Parts 1&2, Wage Determinations, and Statement of Acknowledgement must be included in the bid submittal. If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the VILLAGE and CONTRACTOR to be extended.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder and if authorized by the ITB, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 This Agreement is for the construction of _____ for which the CONTRACTOR shall be entitled to a fee in an amount not to exceed \$_____.

5.2 Should the VILLAGE require additional materials or services, not included in this Agreement or authorized via use of the allowance, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the VILLAGE's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The VILLAGE's ordering mechanism for the Scope of Work performed under this Agreement may be a VILLAGE Purchase Order; however, the terms and conditions stated in a VILLAGE Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order.

5.4 The VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work shall not exceed the amount set forth in Section 5.1, and no additional costs shall be authorized without prior written approval from the VILLAGE.

7. INVOICE

7.1 Generally. The CONTRACTOR shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the work.

VILLAGE staff will review each invoice submitted by the CONTRACTOR. If approved, the VILLAGE will make payment in accordance with the Contract Documents. If not approved, the VILLAGE will notify the CONTRACTOR within twenty (20) business days of the VILLAGE's receipt and identify the action necessary to correct the invoice or a deficiency.

7.2 Payment to the CONTRACTOR shall be made pursuant to the **Community Development Block Grant Agreement** and Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the VILLAGE will withhold ten percent (10%) of each payment from an invoice to the CONTRACTOR as retainage until fifty percent (50%) of the invoice price is paid to the CONTRACTOR. Upon payment of fifty percent

(50%) of the invoice price to the CONTRACTOR, the VILLAGE will withhold only five percent (5%) of each invoice payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, VILLAGE staff may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the invoice price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.3 Upon substantial completion, the CONTRACTOR and VILLAGE shall establish a punch-list of items that must be completed by the CONTRACTOR prior to the CONTRACTOR submitting its final payment request.

7.4 Final Payment shall occur as follows: Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the VILLAGE), the CONTRACTOR shall submit a "final invoice" to the VILLAGE. In order for both parties to close their books and records, the CONTRACTOR will clearly state "FINAL" on the CONTRACTOR's final invoice. This certifies that all work under the applicable invoice has been properly completed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. If the CONTRACTOR's Final Invoice is approved as set forth above, the VILLAGE shall pay the remainder of the invoice price including any amount held as retainage.

7.5 Notwithstanding the foregoing, the VILLAGE shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the VILLAGE.

7.6 Final payment shall not become due until the CONTRACTOR and all of its subcontractors submit to the VILLAGE releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

7.7 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

8. AUDIT BY VILLAGE

8.1 The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the VILLAGE for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the VILLAGE.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 **TERMINATION BY VILLAGE:** The VILLAGE may terminate the agreement, the Contract and/or the Contract Documents if the CONTRACTOR is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (f) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (g) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the VILLAGE, may without prejudice to any other rights or remedies of the VILLAGE and after giving the CONTRACTOR and the CONTRACTOR's surety (if applicable), written notice and five (5) days to cure, terminate the contract, Contract and/or Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the VILLAGE; and,
- (b) finish the work by whatever reasonable method the VILLAGE may deem expedient.

The CONTRACTOR and its surety (if any) shall be liable for any damage to the VILLAGE, including additional attorney and engineering/architectural fees, resulting from the CONTRACTOR's termination under this provision by the VILLAGE, including but not limited to, and any increased costs incurred by the VILLAGE in completing the work.

When the VILLAGE terminates the Contract for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the VILLAGE wrongfully terminated the Contract, then the CONTRACTOR agrees to treat such termination as a termination for convenience.

13 TERMINATION BY THE VILLAGE FOR CONVENIENCE

13.1 The VILLAGE may, at any time, terminate the Contract and Contract Documents for the VILLAGE's convenience and without cause. Upon receipt of written notice from the VILLAGE of such termination for the VILLAGE's convenience, the CONTRACTOR shall:

- (a) cease operations as directed by the VILLAGE in the notice;
- (b) take actions necessary, or that the VILLAGE may direct, for the protection and preservation of the work; and
- (c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the VILLAGE's convenience, the CONTRACTOR shall be entitled to receive payment for work executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

14. INSURANCE

14.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the ITB. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "Village of Palm Springs" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

15. WAIVER OF BREACH

15.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 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.

16.2 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.

16.3 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.

17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein, the underlying Community Development Block Grant (CDBG) Agreement that funds a portion of the project, as may be amended and the ITB (the ITB includes the CONTRACTOR'S response). To the extent that there exists a conflict between the documents, the CDBG Agreement, this Agreement and

the ITB, shall prevail in that order. 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.

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 CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

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

19.1 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

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING FROM THIS AGREEMENT.

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 for any and all disputes related to or arising from this Agreement 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

22.1 Time is of the essence in the completion of the Scope of Work as specified herein.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

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

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

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. DELAYS AND FORCES OF NATURE

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors (if authorized) and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the VILLAGE pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the

VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

26. COUNTERPARTS

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

27. LIMITATIONS OF LIABILITY

27.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

28. PUBLIC ENTITY CRIMES

28.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

29. SCRUTINIZED COMPANIES.

29.1 As provided in Section 287.135, Florida Statutes, as amended from time to time, 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.

30. PREPARATION

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

31. PALM BEACH COUNTY INSPECTOR GENERAL

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

32. ENFORCEMENT COSTS

32.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

33. PUBLIC RECORDS

33.1 The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.
- (b) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

- (d) Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

34. INFRINGEMENT INDEMNITY

34.1 The CONTRACTOR will defend or settle at its expense a claim or suit brought by a third party against the VILLAGE arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the CONTRACTOR under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The CONTRACTOR will indemnify and hold harmless the VILLAGE against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the CONTRACTOR is promptly notified in writing of such claim or suit, (ii) the CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) VILLAGE furnishes the CONTRACTOR, on reasonable request, information available to VILLAGE for such defense. The VILLAGE will not admit any such claim without prior consent of the CONTRACTOR.

- (a) In the event of a claim of infringement, the CONTRACTOR shall, at its option:
1. procure for VILLAGE the right to continue using the deliverables provided under the Contract Documents; or
 2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
 3. If neither of the above actions is reasonably feasible, the CONTRACTOR will refund to VILLAGE the fee actually paid by VILLAGE under the Contract Documents (as amortized on a straight-line basis over the time in which the VILLAGE was able to use the deliverables.
- (b) The CONTRACTOR will have no obligation under this section for infringement and to the extent that such claim arises from:

1. modification of the deliverables other than by the CONTRACTOR or by its recommendation; or
 2. combination of the deliverables with products other than those supplied by the CONTRACTOR;
- and
3. the alleged infringement or misappropriation relates to such modification or combination.
- (c) The CONTRACTOR will also not have any indemnification obligation with respect to a claim: (i) if it has provided VILLAGE with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by VILLAGE within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.
- (d) CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

35. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

35.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

36. FEDERAL AND STATE TAX

36.1 The Village is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the Village's Tax Exemption Number.

37. PROTECTION OF PROPERTY

37.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

38. DAMAGE TO PERSONS OR PROPERTY

38.1 The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

39. WARRANTY

39.1 CONTRACTOR warrants and guarantees to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with this Agreement and the ITB and as further specified in the ITB.

40. SURVIVABILITY

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

41. DISCRIMINATION

41.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

42. CONSTRUCTION DEFECTS.

42.1 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

43. REIMBURSEMENT OF ENGINEER EXPENSES

43.1 Should the completion of the contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the VILLAGE for all expenses of engineering and inspection incurred by the VILLAGE during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the VILLAGE will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages.

44. PUBLIC CONSTRUCTION BOND

44.1 If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

44.2 The public construction bond shall be on forms attached hereto as **Exhibit “B”** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

44.3 To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- (f) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

45. E-VERIFY

45.1 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.

46. CONTRACTOR’S ADDITIONAL REPRESENTATIONS AND AGREEMENTS

In order to induce the VILLAGE to enter into this Contract, the CONTRACTOR makes the following representations:

46.1 CONTRACTOR has or will familiarize itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work prior to commencing the work. All work shall be performed consistent with all applicable laws and regulations.

46.2 CONTRACTOR agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the VILLAGE for any loss incurred in connection therewith. This compliance provision specifically includes the CONTRACTOR’s compliance with all applicable standards, orders or regulations including, without limitation, those issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

46.3 The CONTRACTOR represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the VILLAGE upon request.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for the construction of a fitness park on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST:

Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

CONTRACTOR: _____

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_ by _____, as _____ (title), of _____, a limited liability corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires : _____

SECTION 00610

PUBLIC CONSTRUCTION BOND

(Performance Bond)

BY THIS BOND, We, _____, as PRINCIPAL, and
_____, a corporation, as SURETY, are bound to the Village of
Palm Springs, Florida, a municipal corporation, herein called OWNER, in the sum of
\$_____ for payment of which we bind ourselves, our heirs, personal
representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL:

1. Performs the contract dated _____, 20____, between PRINCIPAL
and OWNER for construction of the **Pathway Park Construction Phase 2B**, the contract
being made a part of this bond by reference, at the times and in the manner prescribed in
the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes,
supply PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the
prosecution of the work provided for in the contract; and

3. Pays OWNER all losses, damages, expenses, costs, and attorney's fees, including appellate
proceedings, that OWNER sustains because of a default by PRINCIPAL under the contract, and;

4. Performs the guarantee of all work and materials furnished under the contract for the time
specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities
connected with the contract or the changes does not affect Surety's obligation under this bond.

Dated on _____, 20_____.

Principal-Contractor:

(Seal)

By: _____

(Principal)

Surety: _____

(Seal)

By: _____

As Attorney in Fact

(Power of Attorney to be attached)

By: _____

(Florida Resident Agent)

END OF SECTION

SECTION 00620

PAYMENT BOND

BY THIS BOND, We, _____, as PRINCIPAL, and
_____, a corporation, as SURETY, are bound to the Village of
Palm Springs, Florida, a municipal corporation, herein called OWNER, in the sum of
\$ _____ for the payment of which we bind ourselves, our heirs, personal
representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL:

1. Promptly makes payments to all lienors supplying labor, material and supplies used directly or
indirectly by PRINCIPAL in the prosecution of the work provided in the contract dated
_____, 20____, between PRINCIPAL and OWNER for construction of the

Pathway Park Construction Phase 2B. The contract being made a part of this bond by
reference; and

2. Pays OWNER all loss, damage, expenses, costs, and attorney's fees, including appellate
proceedings, that OWNER sustains because of default and/or delay by PRINCIPAL under paragraph 1.,
of this bond; then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities
connected with the contract or with the changes do not affect SURETY's obligation under this bond.

DATED on _____, 20____.

Principal-Contractor:

(Seal)

By: _____

(Principal)

Surety: _____

(Seal)

By: _____

As Attorney in Fact

(Power of Attorney to be Attached)

By: _____

(Florida Resident Agent)

END OF SECTION

SECTION 00705

GENERAL CONDITIONS

These GENERAL CONDITIONS contain contractual-legal Articles which establish the requirements and conditions governing responsibility, policy, and procedures which apply during the construction and warranty period. This part of the Contract Documents is preprinted (EJCDC Document No. 1910-8, 1996 edition). Any modifications to the following Articles that are specific to the project under consideration will be made in the SUPPLEMENTARY CONDITIONS. Requirements and conditions that have special significance to the Contract for the contemplated work on this project are as set forth in the remaining sections of these Contract Documents.

ARTICLE I - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural hereof. (SEE SUPPLEMENTARY CONDITIONS)

1. Addenda -- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.
2. Agreement -- The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.
3. Application for Payment -- The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. Asbestos -- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. Bid -- The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. Bidding Documents -- The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
7. Bidding Requirements -- The Advertisement or Invitation to Bid, instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.
8. Bonds -- Performance and payment bonds and other instruments of security.
9. Change Order-A document recommended by ENGINEER which is signed

SECTION 00705

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2. Agreement -- The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.
3. Application for Payment -- The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. Asbestos -- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. Bid -- The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. Bidding Documents -- The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
7. Bidding Requirements -- The Advertisement or Invitation to Bid, instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.
8. Bonds -- Performance and payment bonds and other instruments of security.
9. Change Order-A document recommended by ENGINEER which is signed

by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. Claim -- A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. Contract -- The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. Contract Documents -- The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. Contract Price -- The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. Contract Times -- The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. CONTRACTOR -- The individual or entity with whom OWNER has entered into the Agreement.

16. Cost of the Work -- See paragraph 11.01.A for definition.

17. Drawings -- That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. Effective Date of the Agreement -- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. ENGINEER -- The individual or entity named as such in the Agreement.

20. ENGINEER's Consultant -- An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or

consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. Field Order -- A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. General Requirements -- Sections of Division I of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. Hazardous Environmental Condition -- The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. Hazardous Waste -- The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. Laws and Regulations; Laws or Regulations -- Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. Liens -- Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. Milestone -- A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. Notice of Award -- The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. Notice to Proceed -- A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. OWNER -- The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. Partial Utilization -- Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. PCBs -- Polychlorinated biphenyls.

33. Petroleum -- Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. Project Manual -- The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. Radioactive Material -- Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. Resident Project Representative -- The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. Site -- Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. Specifications -- That part of the Contract Documents consisting of technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. Subcontractor -- An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. Substantial Completion -- The time at which the Work (or a specified part thereof has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. Supplementary Conditions -- That part of the Contract Documents which amends or supplements these General Conditions.

45. Supplier -- A manufacturer, fabricator, supplier distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. Underground Facilities -- All underground pipelines, conduits, ducts,

cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. Unit Price Work -- Work to be paid for on the basis of unit prices.

48. Work -- The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. Work Change Directive -- A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. Written Amendment -- A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," ~ suitable, ~ "acceptable," ~ "proper," ~ "satisfactory," ~ or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective

1. The word "defective," when modifying the word "Work," refers to Work

that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05~.

D. Furnish, install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents (SEE SUPPLEMENTARY CONDITIONS)

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. CONTRACTOR's Review of Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly respond in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to respond any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. Preliminary Schedules: Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
2. A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and
3. A preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. Evidence of insurance: Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5. (SEE SUPPLEMENTARY CONDITIONS)

2.06 Preconstruction Conference

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to Component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. Resolving Discrepancies (SEE SUPPLEMENTARY CONDITIONS)

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. The provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions (SEE SUPPLEMENTARY CONDITIONS)

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is

identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. The completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: if CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

1. Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or
 2. Is of such a nature as to require a change in the Contract Documents; or
 3. Differs materially from that shown or indicated in the Contract Documents;
- or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. ENGINEER's Review: After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or
- c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project. (SEE SUPPLEMENTARY CONDITIONS)

4.04 Underground Facilities

A. Shown or indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and
2. the cost of all of the following will be included in the contract Price, and CONTRACTOR shall have full responsibility for:
 - a. Reviewing and checking all such information and data,
 - b. Locating all Underground Facilities shown or indicated in the Contract Documents,
 - c. Coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not shown or indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.
2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and

CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 Reference Points

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocation without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter contact such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such Claim of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated on the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entities own negligence. (SEE SUPPLEMENTARY CONDITIONS)

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entities own

negligence. (SEE SUPPLEMENTARY CONDITIONS)

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of insurance

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 CONTRACTOR's Liability insurance (SEE SUPPLEMENTARY CONDITIONS)

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any or all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered hereby; (SEE SUPPLEMENTARY CONDITIONS)
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include completed operations insurance;
4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 OWNER's Liability insurance (SEE SUPPLEMENTARY CONDITIONS)

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 Property insurance (SEE SUPPLEMENTARY CONDITIONS)

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the final replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location

that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;
6. include testing and startup; and
7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured. (SEE SUPPLEMENTARY CONDITIONS)

C. All the policies of insurance (and the certificates or other evidence thereof required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER. (SEE SUPPLEMENTARY CONDITIONS)

5.07 Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against

any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the of officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued. (SEE SUPPLEMENTARY CONDITIONS)

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as

fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties. (SEE SUPPLEMENTARY CONDITIONS)

5.09 Acceptance of Bonds and insurance; Opinion to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly. (SEE SUPPLEMENTARY CONDITIONS)

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR's RESPONSIBILITIES

6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of

CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 Substitutes and "Or-Equals "

A. Whenever an item of material or equipment is specified or described in the Contract

Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. "Or-Equal" items: if in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed

substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures: if a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. Special Guarantee: OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance

by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations. (SEE SUPPLEMENTARY CONDITIONS)

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities Identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 Patent Fees and Royalties

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. (SEE SUPPLEMENTARY CONDITIONS)

6.08 Permits (SEE SUPPLEMENTARY CONDITIONS)

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03. (SEE SUPPLEMENTARY CONDITIONS)

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount

or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 Taxes

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. (SEE SUPPLEMENTARY CONDITIONS)

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work. (SEE SUPPLEMENTARY CONDITIONS)

B. Removal of Debris During Performance of the Work: During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents (SEE SUPPLEMENTARY CONDITIONS)

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributed, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The number of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review (SEE SUPPLEMENTARY CONDITIONS)

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. (SEE SUPPLEMENTARY CONDITIONS.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D. 1.

F. Resubmittal Procedures (SEE SUPPLEMENTARY CONDITIONS)

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;
2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;
4. use or occupancy of the Work or any part thereof by OWNER;
5. any acceptance by OWNER or any failure to do so;
6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by OWNER.

6.20 Indemnification (SEE SUPPLEMENTARY CONDITIONS)

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys' and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself, including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in

paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several plans come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 Replacement of ENGINEER

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 Furnish Data

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 Pay Promptly When Due

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 Insurance

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 Limitations on OWNER's Responsibilities

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S Representative

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative (SEE SUPPLEMENTARY CONDITIONS)

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Clarifications and interpretations

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 Authorized Variations in Work

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 Rejecting Defective Work

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 Shop Drawings, Change Orders and Payments

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 Determinations for Unit Price Work (SEE SUPPLEMENTARY CONDITIONS)

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 Limitations on ENGINEER's Authority and Responsibilities

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 Execution of Change Orders

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 Claims and Disputes (SEE SUPPLEMENTARY CONDITIONS)

A. Notice: Written notice stating the general nature of each Claim, dispute, or other manner shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other manner with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other manner). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). (SEE SUPPLEMENTARY CONDITIONS)

B. ENGINEER's Decision: ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other manner will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs necessarily

incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and

cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in

paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. CONTRACTOR's Fee: When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the contract Price shall be correspondingly adjusted.

11.03 Unit Price Work (SEE SUPPLEMENTARY CONDITIONS)

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price

Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
2. there is no corresponding adjustment with respect any other item of Work; and
3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or
2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or
3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2,

on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. CONTRACTOR's Fee: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;
 - b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an Adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an Adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 Delays Beyond CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract

Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 Delays Within CONTRACTOR's Control

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 Delays Beyond OWNER's and CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 Delay Damages

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or
2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or in actions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their

observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall

uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05. (SEE SUPPLEMENTARY CONDITIONS)

13.05 OWNER May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others). (SEE SUPPLEMENTARY CONDITIONS)

13.07 Correction Period

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would

cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. (SEE SUPPLEMENTARY CONDITIONS)

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and Replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER. (SEE SUPPLEMENTARY CONDITIONS)

13.09 OWNER May Correct Defective Work

A. If CONTRACTOR falls within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR falls to perform the Work in accordance with the Contract Documents, or if CONTRACTOR falls to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools,

appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work. (SEE SUPPLEMENTARY CONDITIONS)

D. CONTRACTOR shall not be allowed an extension of the contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application

shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or

equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Written Amendment or Change Orders;
- c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or
- d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR. (SEE SUPPLEMENTARY CONDITIONS)

D. Reduction in Payment

- 1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:
 - a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling OWNER to a set-off against the amount recommended; or
 - d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay

CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.I.

14.03 CONTRACTOR's Warranty of Title

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safe, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment. (SEE SUPPLEMENTARY CONDITIONS)

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 Final inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the

surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier falls to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If

the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed. (SEE SUPPLEMENTARY CONDITIONS)

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days Written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and (SEE SUPPLEMENTARY CONDITIONS)
4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has

failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required

by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

END OF SECTION

SECTION 00815

SUPPLEMENTARY CONDITIONS

These SUPPLEMENTARY CONDITIONS amend or supplement the Standard GENERAL CONDITIONS of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01.A

The terms in these SUPPLEMENTARY CONDITIONS which are defined in the Standard GENERAL CONDITIONS of the Construction Contract have the meanings assigned to them in the GENERAL CONDITIONS.

SC-2.02 Copies of Documents

Amend the first sentence of paragraph 2.02 of the GENERAL CONDITIONS to read as follows: "OWNER shall furnish CONTRACTOR three (3) sets of Contract Documents..." and as so amended paragraph 2.02 remains in effect.

SC-2.05.C

Amend paragraph 2.05, C, of the GENERAL CONDITIONS to: "Before any Work at the Site is started, CONTRACTOR shall deliver to the OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which the OWNER or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5" and so amended paragraph 2.05, C, remains in effect.

SC-3.03.B

In resolving inconsistencies among two or more Sections of the Contract Documents, precedence shall be given in the following order:

1. Contract.

2. Supplementary Conditions.
3. Instructions to Bidders.
4. General Conditions.
5. Specifications.
6. Drawings.

Figure dimensions on Drawings shall take precedence over scale dimensions and detailed drawings shall take precedence over general drawings.

SC-4.02 Physical Conditions

In the preparation of the Drawings and Specifications, ENGINEER has relied upon:

4.02.A.1 None available.

SC-4.03.C.3

Delete from paragraph 4.03.C.3 "...or arbitration or other dispute resolution...", as so amended paragraph 4.03.C.3 remains in effect.

SC-4.06.G

Delete paragraph 4.06.G of the GENERAL CONDITIONS in its entirety.

SC-4.06.H

Delete paragraph 4.06.H "...Arbitration or other dispute resolution costs...", as so amended paragraph 4.06.H remains in effect.

SC-5.04

Provide insurance as required in paragraph 5.04 of the GENERAL CONDITIONS under the conditions and in the amounts that follow:

Insurance

The CONTRACTOR shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the Village Manager.

The following insurance coverage shall be required:

A. Worker's Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. The CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Public Liability Insurance

1. Naming the OWNER and ENGINEER each as an additional insured in connection with the Work being done under this contract.

2. Such public liability insurance shall include the following checked (X) types of insurance and indicated minimum policy limits.

<u>TYPES OF INSURANCE</u>		<u>OCCURRENCE</u>	<u>LIMITS OF LIABILITY</u>	
			<u>EACH</u>	<u>AGGREGATE</u>
GENERAL LIABILITY				
<u>X</u>	Comprehensive Form			
<u>X</u>	Premises – Operation	<u>Bodily Injury</u>	<u>\$100,000</u>	<u>\$ 300,000</u>
<u>X</u>	Explosion & Collapse Hazard			
<u>X</u>	Underground Hazard	<u>Property Damage</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>
<u>X</u>	Products/Completed			

	Operations Hazard	Bodily Injury and		
<u>X</u>	Contractual Insurance	Property Damage		
<u>X</u>	Broad Form Property Damage	Combined	\$ 300,000	\$300,000
<u>X</u>	Independent Contractors			
<u>X</u>	Personal Injury	Personal Injury	\$ 100,000	\$300,000

AUTOMOBILE LIABILITY

Bodily Injury
(Each Person) \$100,000

		Bodily Injury		
<u>X</u>	Comprehensive Form	(Each Accident)	\$300,000	\$300,00
<u>X</u>	Owned	Property Damage	\$ 50,000	\$ 50,000
<u>X</u>	Hired			
<u>X</u>	Non-Owned	Bodily Injury and		
	Property Damage			
		Combined	\$300,000	\$300,000

EXCESS LIABILITY

		Bodily Injury and		
<u>X</u>	Umbrella Form	Property Damage		
<u> </u>	Other Than Umbrella Form	Combined	\$1,000,000	\$1,000,000

The Certification or Proof of Insurance must contain a provision for notification to the OWNER thirty days (30) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the OWNER the Certification or Proof of Insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Any questions as to the intent or meaning of any part of the above required coverages should be directed to the Village Manager, (561)965-4010.

SC-5.04.B.1 Add the following paragraph:

"The OWNER and ENGINEER, their officers, agents, subconsultants, and employees shall be named as additional insureds on the CONTRACTOR's and subcontractor's general liability policy for any claims arising out of work performed under this contract."

SC-5.05

Delete paragraph 5.05., OWNER'S LIABILITY INSURANCE, of the GENERAL CONDITIONS in its entirety.

SC-5.06.A

Change, "...OWNER shall purchase and maintain..." To "...CONTRACTOR shall purchase and maintain..." and as so amended paragraph 5.06.A remains in effect.

SC-5.06, A, 1 through 7

TYPE OF INSURANCE

PROPERTY INSURANCE

___ CONTRACTOR shall provide Builder's Risk per General Conditions, Article 5.06, A, paragraphs 1 through 7. (**CONTRACTOR shall provide if blank is checked (X).**)

Deductibles: All Peril Deductible: \$5,000.00
 Windstorm Deductible: 5%

5.06.B

Delete paragraph 5.06.B of the GENERAL CONDITIONS in its entirety.

5.06.E

Delete paragraph 5.06.E of the GENERAL CONDITIONS in its entirety.

SC-5.07.A

Delete paragraph 5.07.A of the GENERAL CONDITIONS in its entirety.

SC-5.08.A

Delete "...and, if required in writing by any party in interest, OWNER as Fiduciary shall give bond for the proper performance of such duties.", and as so amended paragraph 5.08.A remains in effect.

SC-5.09.A

Delete from paragraph 5.09.A of the GENERAL CONDITIONS any reference to the OWNER'S purchase of insurance and as so amended paragraph 5.09.A remains in effect.

SC-6.06.C

Add the following at the end of paragraph 6.06.C of the GENERAL CONDITIONS:

"OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amount paid to CONTRACTOR in accordance with CONTRACTOR'S Applications for Payment."

And as so amended paragraph 6.06.C remains in effect.

SC-6.07.A

Delete "...or arbitration or other dispute resolution costs...", and as so amended paragraph 6.07.A remains in effect.

SC-6.08.A

Add the following paragraphs immediately after paragraph 6.08.A of the GENERAL CONDITIONS which reads as follows:

The OWNER has obtained permits for the design or construction of these facilities from the following agencies:

Refer to Section 01010-Summary of Work.

Pursuant to Public Bid Disclosure Act, the permits and fees which the CONTRACTOR must obtain and pay prior to or during this project are as follows:

Refer to Section 01010-Summary of Work.

SC-6.09.B

Delete "... arbitration or other dispute resolution costs...", and as so amended paragraph 6.09.B remains in effect.

SC-6.11.A.2

Delete "...arbitration or other dispute resolution proceeding ...", as so amended paragraph 6.11.A.2 remains in effect.

SC-6.11.A.3

Delete "...or arbitration or other dispute resolution ...", and as so amended paragraph 6.11.A.3 remains in effect.

SC-6.12

Add a paragraph immediately after paragraph 6.12 of the General Conditions which is to read as follows:

6.12.B. Should the CONTRACTOR fail to submit record drawings in accordance with these specifications the first time, the drawings will be returned to the CONTRACTOR

and the cost of the ENGINEER's time to review subsequent submittals will be deducted from the Contract amount through the issuance of a change order.

SC-6.17.E.1

Amend the first sentence of paragraph 6.17.E.1 of the GENERAL CONDITIONS to read as follows: "ENGINEER will review and return within 20 days Shop Drawings and Samples,..."

And as so amended paragraph 6.17.E.1 remains in effect.

Add a paragraph immediately after paragraph 6.17.F.1 of the GENERAL CONDITIONS which is to read as follows:

SC-6.17.F.2

Add a paragraph immediately after paragraph 6.17.F.1 which is to read as follows:

Should the CONTRACTOR fail to submit shop drawings in accordance with these specifications on the second submittal, the cost of the ENGINEER's time to review subsequent submittals will be deducted from the Contract amount through the issuance of a change order.

SC-6.20.A

Delete paragraph 6.20 in its entirety and replace with:

The CONTRACTOR shall indemnify and hold harmless the OWNER, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, and persons employed or utilized by the CONTRACTOR in the performance of the contract.

SC-9.03

Responsibilities of the Owner's project site representative shall be as defined during the preconstruction meeting.

SC-9.08.A

Delete paragraph 9.08.A of the GENERAL CONDITIONS in its entirety and insert the following in its place:

9.08.A ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions).

SC-10.05.A

Amend the second sentence of paragraph 10.05.A of the GENERAL CONDITIONS to read as follows:

"...(but in no event later than 7 days)..."

Amend the fourth sentence of paragraph 10.05.A of the GENERAL CONDITIONS to read as follows:

"... within 14 days after..."

and as so amended paragraph 10.05.A remains in effect.

SC-11.03.C

Paragraph 11.03.C of the GENERAL CONDITIONS is hereby deleted in its entirety and the following is substituted in its place:

"C. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

11.03.C.1 if the total cost of a particular item of Unit Price Work amounts to 20% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 50% from the estimated quantity of such item indicated in the Agreement; and

11.03.C.2 if there is no corresponding adjustment with respect to any other item of Work; and

11.03.C.3 if CONTRACTOR believes that CONTRACTOR has additional incurred expenses as a result thereof; or

11.03.C.4 if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10.05 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed."

SC-13.04.B

Delete "... or arbitration or other dispute resolution ...", in lines 8 and 9 and as so amended paragraph 13.04.B remains in effect.

SC-13.06.A

Delete "...or arbitration or other dispute resolution ...", in lines 6 and 7, and as so amended paragraph-13.06.A remains in effect.

SC-13.07.A

Delete "... or arbitration or other dispute resolution ...", in lines 19 and 20, and as so amended paragraph 13.07.A remains in effect.

SC-13.08.A

Delete "...or arbitration or other dispute resolution ...", in line 6 and as so amended paragraph 13.08.A remains in effect.

SC-13.09.C

Delete "...or arbitration or other dispute resolution ...", in line 3 and as so amended paragraph 13.09.C remains in effect.

SC-14.02.C.1

Change paragraph 1 to read as follows, "After presentation of the Application for Payment to the OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due and when due, will be paid by OWNER to CONTRACTOR within thirty (30) days", and as so amended paragraph 14.02.C.1 remains in effect.

SC-14.04.A

Add the following sentence at the end of paragraph 14.04.A: "ENGINEER will give the OWNER and CONTRACTOR written notice of this provision and the time for a response.", and as so amended 14.04.A remains in effect.

SC-15.02.B

Delete "...or arbitration or other dispute resolution ...", in line 14 and as so amended paragraph 15.02.B remains in effect.

SC-15.03.A.3

Delete "...arbitration or other dispute resolution ...", in line 3 and as so amended paragraph 15.03.A.3 remains in effect.

END OF SECTION

SECTION 01000

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall furnish all labor, superintendence, quality control, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary and proper for performing and completing the Work. CONTRACTOR shall perform and complete the Work in the manner best calculated to promote scheduled construction consistent with safety of life and property and to the satisfaction of the OWNER, and in strict accordance with the Contract Documents. The CONTRACTOR shall clean up the Work, maintain it during construction, and pay all costs incidental thereto. CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
- B. The cost of incidental Work described in these General Requirements, for which there are no specific Contract items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract items. No additional payment will be made therefore.
- C. The CONTRACTOR shall provide and maintain such modern plant, tools, and equipment as may be necessary in the opinion of the ENGINEER, to perform in a satisfactory and acceptable manner all the Work required by the Contract. Only equipment of established reputation and proven efficiency shall be used. The CONTRACTOR shall be solely responsible for the adequacy of workmanship, materials and equipment, prior approval of the ENGINEER notwithstanding.

1.02 MOBILIZATION

- A. Perform preparatory Work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and other facilities. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials.
- B. When the Bid Form includes a separate pay item for Mobilization, partial payments will be made therefore in accordance with the following:

<u>Percent of Contract Amount Earned</u>	<u>Allowable Percent of the Contract Lump Sum Price for the Item</u>
5	25
10	50
25	75
50	100

- C. When the Bid Form does not include a separate item for Mobilization, all Work and incidental costs specified as being covered in this paragraph will be included for payment under the several scheduled items of the overall Contract and no separate payment will be made therefore.

1.03 MAINTENANCE OF TRAFFIC

- A. Prepare and submit a Maintenance of Traffic Plan for review. A professional engineer licensed in the State of Florida or a person that has satisfactorily completed the American Traffic Safety Services Association "Florida Advanced Work Zone Traffic Control Course" shall prepare the plan.
- B. CONTRACTOR shall be responsible to maintain traffic control through the work area for the duration of construction. Provide traffic control devices that are on the Florida Department of Transportation's "Qualified Product List".

1.04 PROVISIONS FOR CONTROL OF POLLUTION

- A. Sufficient precautions shall be taken during construction to prevent the run-off of polluting substances such as silt, clay, fuels, oils, bitumen's or other polluting materials harmful to humans, fish, or other life, into the supplies and surface waters of the State of Florida. Control measures must be adequate to assure that turbidity in the receiving water will not be increased more than 29 nephelometric turbidity units (NTU) above background unless otherwise permitted. Special precautions shall be taken in the use of construction equipment to prevent operations which promote erosion. Erosion evident within the limits of construction or other areas affected by the CONTRACTOR shall be the responsibility of the CONTRACTOR.
- B. Fill out a Notice of Intent form (FDEP Form 62-621.300(4)(b) and submit it to the Florida Department of Environmental Protection.

1.05 PROGRESS SCHEDULE

- A. Prepare a construction progress schedule covering all the Work involved in the Contract. This includes submittal and approval of Shop Drawings on critical items, fabrication and delivery of identifiable materials and equipment, specific items or Work in the scope, interfaces required with other contracts that may be part of an overall project, and specific dependencies upon acts or activities of parties not under the control of CONTRACTOR. Require progress schedule to be provided at pre-con and with each pay application.
- B. The Bar Graph Method or Critical Path Method are acceptable for scheduling construction activity.

1.06 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submit at least eight (8) copies of all required Shop Drawings, product data and samples for ENGINEER's review. Require electronic version of all Shop Drawings.
- B. Shop Drawings, product data, samples and transmittal letters pertaining thereto shall be identified with the title of the project, submission date, and the CONTRACTOR's acknowledgement that he has reviewed them and found them acceptable.
- C. Notify ENGINEER in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- D. The review and approval of shop drawings, samples or product data by the ENGINEER shall not relieve the CONTRACTOR from his/her responsibility with regard to the fulfillment of the terms of the Contract Documents. All risks of error and omission are assumed by the CONTRACTOR and the ENGINEER will have no responsibility therefore.

1.07 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER

- A. Boring logs, other reports and Drawings utilized by ENGINEER, if enclosed, are provided for CONTRACTOR's information and are not a part of the Contract Documents. There is no technical data in the boring logs, other reports or Drawings that should be relied on by the CONTRACTOR.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 CONSTRUCTION STAKING

- A. The baselines and benchmarks for primary control, necessary to establish lines and grades needed for construction are shown on the Drawings. These baselines and benchmarks shall be used as the origin of all surveys, layouts and measurements to establish construction lines and grades. CONTRACTOR shall take all necessary precautions to prevent the loss or damage of primary control points. Any stakes and/or control points lost or damaged by construction activity will be re-established by CONTRACTOR at no additional expense to OWNER.
- B. Construction staking shall be performed by a professional surveyor and mapper licensed in the State of Florida.

3.02 PROTECTION/ADJUSTMENT OF UTILITIES

- A. Utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the OWNER, other governmental bodies or privately owned by individuals, firms or corporations, used to

- serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the Work.
- B. CONTRACTOR shall protect all utility installations and structures from damage during Work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the utility owner. The CONTRACTOR shall so arrange operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the CONTRACTOR. All existing public utilities damaged by the CONTRACTOR which are shown on the Drawings or have been located in the field by the utility owner shall be repaired by the CONTRACTOR.
 - C. Public utility installations or structures owned or controlled by the OWNER or other governmental body, which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the CONTRACTOR shall be included in the prices bid for the various contract items. No separate payments shall be made therefore.
 - D. Where public utility installations or structures owned or controlled by the OWNER or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when in the opinion of the ENGINEER, removal, relocation, replacement or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the ENGINEER, for the CONTRACTOR to accomplish. If such Work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such Work is accomplished by the CONTRACTOR, it will be in accordance with the General and Supplementary Conditions.
 - E. CONTRACTOR shall give written notice to OWNER and governmental utility departments and other owners of public utilities of the location of the proposed construction operations, at least seventy-two (72) hours in advance of breaking ground in any area or on any unit of the Work.
 - F. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the CONTRACTOR as herein provided, shall be done by methods approved by the utility owner.

3.03 FIELD OBSERVATIONS AND TESTING

- A. Field observations will be performed by ENGINEER and all field testing of materials will be performed by an independent testing laboratory. The cost of passing tests will be paid by OWNER. Failing tests shall be paid by the CONTRACTOR.
- B. For tests specified to be made by the CONTRACTOR (for equipment/material prior to delivery to the project site), the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Six (6) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the ENGINEER as a prerequisite for the acceptance of any material or equipment.

- C. If, in the making of any test of any material, it is ascertained by the ENGINEER that the material does not comply with the Contract, the CONTRACTOR will be notified thereof and will be directed to refrain from delivering said material, or to remove it promptly from the site or from the Work and replace it with acceptable material, without additional cost to the OWNER.
- D. The CONTRACTOR shall be fully responsible for the proper operation of material during tests and construction periods and shall neither have nor make any claim for damage that may occur to material prior to the time when the OWNER formally takes over the operation thereof.
- E. CONTRACTOR is responsible for scheduling field testing.

3.04 SALVAGE MATERIAL

- A. All salvageable material and equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, shall remain the property of the OWNER and shall be turned over to him. All material and equipment not in salvageable condition as determined by the ENGINEER, shall be disposed of by the CONTRACTOR in a legal manner at the Contractor's expense. The actual storage site for salvageable material will be designated by the OWNER.

3.05 STARTING OF SYSTEMS

- A. Electrical equipment shall not be energized, or placed in service, nor shall mechanical equipment be operated by the CONTRACTOR until approved by the OWNER and ENGINEER. Such approval shall be granted only after all interested parties have been duly notified, have given approval for placing the equipment in service, and all interested parties are present or waived their right to be present. The CONTRACTOR shall notify the OWNER and ENGINEER as far in advance as possible of the dates that various items and equipment will be completed and ready for start-up.

3.06 CLEANING

- A. During construction of the Work, the CONTRACTOR shall, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the ENGINEER, such material, debris, or rubbish constitutes a nuisance or is objectionable.
- B. At the conclusion of the Work, all tools, temporary structures and materials belonging to the CONTRACTOR shall be promptly taken away and CONTRACTOR shall remove and promptly dispose of all rubbish or any other foreign materials. The CONTRACTOR shall thoroughly clean all material installed and shall deliver such materials undamaged in a clean and new condition.

END OF SECTION

SECTION 01005

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides for miscellaneous provisions applicable to the Work.

1.02 RELATED SECTIONS

- A. Section 01090 – References
- B. Section 01310 – Construction Schedules
- C. Section 01340 – Shop Drawings, Working Drawings and Samples
- D. Section 01530 – Protection of Existing Property
- E. Section 01570 – Traffic Regulation
- F. Section 01720 – Project Record Documents
- G. Section 15010 – Testing Piping Systems
- H. Other Sections as applicable.

1.03 TERMINOLOGY

- A. Throughout the Contract Documents, the following definitions apply:
 - 1. Owner - The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
 - 2. Work - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.04 SAFETY

- A. All work shall be done in a safe manner and in strict compliance with all requirements of the Federal Occupational Safety and Health Act (OSHA), The

Florida Trench Safety Act and all other State and local safety and health regulations.

- B. The Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due. Failure of the Owner to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibilities.
- C. The Contractor shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights for the protection of the public in accordance with Section 01570 – Traffic Regulation.

1.05 APPLICABLE CODES

- A. The Contractor shall comply with the applicable standards codes and specifications governing the Contract Documents whether local, County, State or Federal. The Contractor is obligated to notify the Owner and Engineer of any deficiency contained in the Contract Documents immediately upon discovery. Where conflicts exist in such, the more stringent shall govern.

1.06 APPLICABLE PERMITS AND LICENSES

- A. The Contractor shall abide by all permit conditions, whether, general, specific, limited or otherwise. A copy of all applicable permits and licenses, with the exception of Village permits obtained by the Contractor, are attached hereto and made a part of the Contract Documents.

1.07 PUBLIC BID DISCLOSURE ACT 218.80 FS

- A. All the local governmental entity permits or fees are to be disclosed, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding documents or other governmental agency,
- B. The dollar amount of all permits or fees which may be required by the local government as a part of this Contract are enumerated below:

Agency	Method	Amount
Palm Springs Building Department		Fees waived.

- C. All required permit fees that are not waived shall be paid for by the Contractor and reimbursed by payment through the Miscellaneous Work Allowance.

- D. Engineer shall furnish signed/sealed Drawings as necessary for permit submittals at the Contractor's request.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of the Notice to Proceed, the Contractor shall arrange for a PreConstruction meeting. The meeting shall be held with a minimum of one weeks' notice and shall include the Engineer, the Owner and Representatives for all affected utility companies.

3.02 TEMPORARY UTILITIES

- A. The Contractor shall be responsible to arrange for and supply all temporary utilities including, but not limited to, water, sewer, and electricity.
- B. The cost of temporary utilities shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.03 UNDERGROUND LOCATING SERVICE

- A. Prior to underground construction, the Contractor is required by the Underground Facility Damage Prevention and Safety Act, Chapter 556 FS to contact Sunshine 811, for the location of underground utilities.

3.04 HURRICANE PREPAREDNESS PLAN

- A. Should the performance of the Work occur during Hurricane Season, within thirty days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures that the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane warning. The plan shall detail these measures with specific action items defining responsible personnel, and coordination efforts with plant operators for the filling of the lime softening units at the announcement of a hurricane warning.

3.05 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct; Contractor will cause Subcontractors to protect carefully the Work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on

the part of Contractor or any Subcontractor to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

B. PROTECTION OF WORK AND MATERIAL

C. During the progress of the work and up to the date of final payment, the Contractor shall be solely responsible for the care and protection of all work and materials covered by the Contract.

D. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the Contractor shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the Owner and Engineer.

3.06 CONTRACTOR USE OF PREMISES

A. Contractor shall have limited use of the premises for construction operations, including limited use of the site. The Contractor's use of the premises is further limited to the Owner's right to perform construction operations with its own forces or to employ separate Contractors on portions of the project.

B. The Contractor shall be responsible for coordinating his daily activities in conjunction with any Contractors presently working within the vicinity of this project.

C. Confine operations to areas within rights-of-way and easements, or as identified on the plans.

D. Keep existing driveways and entrances serving the premises clear and available to the Owner, Residents and the Owner's employees at all times.

1. Do not use these areas for parking or storage of materials.

2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

3.07 ENVIRONMENTAL PROTECTION

A. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.

1. Adjustment of existing utilities

B. The Contractor shall raise or lower all manholes, valve boxes, etc. to finished grade. The cost of these adjustments shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.08 EXISTING IRRIGATION

- A. All existing irrigation systems within the area of the Work shall be restored to original condition or better and adjusted to finished grade. The cost of repairs and/or adjustment to existing irrigation shall be considered incidental to the cost of the Work and is therefore included in the Bid.

3.09 DEMOLITION

- A. Limits of demolition which may be shown in the Contract Documents are general in nature. Actual limits of demolition shall be as determined by the field conditions in conformance with the requirements of the Work.
- B. All sidewalks within the limits of construction which are not ADA compliant (crossslopes which exceed 2% and/or running slopes which exceed 5% and/or changes in level of 1/4" or greater) shall be demolished and reconstructed to meet these requirements.
- C. When sidewalk tie-ins exist outside the limits of construction which are not ADA compliant, the Contractor shall replace those sections as directed by the Owner.

END OF SECTION

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section includes general descriptions of the Contractor use of site, location of work, description of work, work sequence, owner occupancy, and work by others.

1.02 RELATED SECTIONS

- A. Section 01015 – General Requirements
- B. Section 01025 – Measurement and Payment
- C. Section 01505 – Control of Work
- D. Other Sections as applicable.

1.03 REFERENCES (NOT USED)

1.04 CONTRACTOR USE OF SITE

A. The Contractor shall limit his area of work to remain within those properties and easements as depicted in the Drawings or as approved in writing by the Owner.

B. Contractors' use of lands other than those depicted in the Drawings shall require written approval from the land owner and be at the Contractors risk and cost.

C. The Contractor shall maintain the operable status of the water treatment plant to include access to facilities and level of service.

1.05 LOCATION OF WORK

A. The work for Phase 2B is located along Davis Road from Greenbrier Drive south to Lakewood Road.

Proposed improvements include landscape and hardscape improvements, and directional signage. Located in Palm Springs, FL 33461

1.06 DESCRIPTION OF WORK

The following is a general list of the work included. It is not intended to be complete. Consult the contract drawings and specifications for all contract requirements.

- A. Obtain all necessary permits.
- B. Protect and remove existing trees per plans.
- C. Install perimeter construction fencing.
- D. Demolish existing sidewalks, asphalt, and chain link fence.

- E. Provide product submittals and samples to Village and Landscape Architect for approval.
- F. Grade the site.
- G. Install sidewalks and crosswalks.
- H. Install proposed signage.
- I. Install landscape and irrigation.

1.07 WORK SEQUENCE

The following is an example of probable work sequence. Contractor to provide proposed work sequence for each phase as part of bid.

- A. Obtain all necessary permits and work authorizations
- B. Install construction fencing and erosion control.
- C. Demolish existing site and trees per plans
- D. Install concrete sidewalks, crosswalks, irrigation system, sod, and signs.
- E. Restore work area and demobilize.

1.08 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- B. Schedule the Work to accommodate this requirement.

1.09 WORK BY OTHERS

- A. The Contractor is advised that work by others may take place during the duration of the contract time. It shall be the Contractor's responsibility to coordinate and schedule all Work as not to delay or hinder his work or the work by others.

PART 2 - PRODUCTS (Refer to Plans/ Bid Set)

PART 3 - EXECUTION (Refer to Plans/ Bid Set)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

The Contractor shall receive and accept the compensation provided in the Proposal and the Contract as full payment for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner.

The prices stated in the Proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspections, together with any and all other costs and expenses for performing and completing the work as shown on the Plans and specified herein. The basis of payment for an item at the unit price shown in the Proposal shall be in accordance with the description of that item in this Section.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, the Contractor shall include the cost for that work in some other applicable bid item, so that their proposal for the project does reflect their total price for completing the work in its entirety.

PART 2 - MATERIAL (NOT USED)

PART 3 - EXECUTION

3.01 MEASUREMENT AND PAYMENT

The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the Owner, in accordance with the applicable method of measurement therefore contained herein unless otherwise stated. A representative of the Contractor shall witness all field measurements.

Payment for all work completed under this Contract shall be in accordance with the provisions of the Contract and upon the basis of specific provisions of this Section of the Contract Documents. The bid items for furnishing and installing work under the Contract shall include full compensation for completing all activities not limited to selling, delivery, construction, testing, vandalism, or breakage.

PAYMENT ITEMS

Items are enumerated below as per the attached Base Bid.

ITEM 1 Mobilization:

For Mobilization the lump sum cost shall include, but not be limited to, those operations necessary for the movement of personnel, equipment, permit fees, pay requisitions, meetings, coordination with government agencies, supplies and incidentals to the project site and for the establishment of temporary offices and to maintain services (mail, trash & etc.). The cost of bonds, insurance, survey layout, and clean up of site, shall also be included in this item.

ITEM 2 Maintenance of Traffic:

It shall be the Contractor's responsibility to provide all necessary permits and traffic devices to maintain traffic during construction. Traffic devices may be in the form of barricades, personnel, lights, signs, temporary rock roadways, etc.

All work shall be in accordance with all applicable Florida Department of Transportation specifications.

ITEM 2-5 10" C-900 PVC Sanitary Gravity Sewer:

~~The unit price per linear foot for 10" C-900 sanitary sewer shall be deemed full compensation for furnishing, installing and testing all as shown on the plans and in accordance with the specifications. The length of sanitary sewer to be paid shall be based on the measurement of the completed sanitary sewer, as constructed, along the horizontal projection of the centerline of the sanitary gravity sewer.~~

~~The unit price bid for the 10" PVC sanitary gravity sewer shall include pavement removal and disposal, earth excavation, fill, backfill, disposal of excess fill, embedment, sheeting, dewatering, pipe bedding, compaction, support and protection of existing utilities and testing needed for a complete installation. Pipe which has not been properly laid, bedding, jointed and back filled shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified. This item shall include all work to restore the earth to planned or original dimensions as required from right-of-way to right-of-way.~~

ITEM 6-11 8" SDR-26 PVC Sanitary Gravity Sewer:

~~The unit price per linear foot for 8" SDR-26 PVC sanitary sewer shall be deemed full compensation for furnishing, installing and testing all as shown on the plans and in accordance with the specifications. The length of sanitary gravity sewer to be paid shall be based on the measurement of the completed gravity sewer, as constructed, along the horizontal projection of the centerline of the sanitary gravity sewer.~~

~~The unit price bid for the 8" PVC sanitary gravity sewer shall included pavement removal and disposal, earth excavation, fill, backfill, disposal of excess fill, embedment, sheeting, dewatering, pipe bedding compaction, support and protection of existing utilities and testing needed for a complete installation. Pipe which has not been properly laid, bedding, jointed and back filled shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified. This item shall included all work to restore the earth to planed or original dimensions as required from right-of-way to right-of-way.~~

~~ITEM 12-16 — 4 Foot Diameter Manhole:~~

~~The unit price bid for each 4 foot diameter manhole shall be deemed full compensation for furnishing and installing as shown on the plans and in accordance with the specification. The number of manholes to be paid under this item shall be the number installed.~~

~~The unit price bid for the 4 foot diameter manholes shall include pavement removal and disposal, excavation and disposal of excess material, sheeting, dewatering manholes, compaction, support and protection of existing utilities, mechanical coring when necessary, connection of the sanitary sewer, construction of flow channels, setting cast iron rims and manhole covers to finished grade and all other items needed for a complete installation. Manholes which have not been properly set, back filled, compacted and satisfactorily completed, shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified.~~

~~ITEM 17 — 5 Foot Diameter Inside Drop Manholes:~~

~~The unit price for each 5 foot diameter manhole shall be deemed full compensation for furnishing and installing as shown on the plans and in accordance with the specifications. The number of manholes to be paid under this item shall be the number installed.~~

~~The unit price bid for the 5 foot diameter manholes shall include pavement removal and disposal, removal and disposal of existing manholes, if necessary, excavation and disposal of excess material, sheeting, dewatering manholes, compaction, support and protection of existing utilities, mechanical coring pipe lines necessary for inside drops, and reconnection of existing lines when necessary, connection of the sanitary sewer, construction of flow channels, setting cast iron rims and manhole covers and all other items needed for a complete installation. Manholes which have not been properly set, back filled, compacted and satisfactorily completed, shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified.~~

~~ITEM 18 — SCH 40 PVC Sewer Service and Clean-Out:~~

~~The unit price bid for each service shall be deemed full compensation for furnishing and installing as shown on the plans and in accordance with the specifications.~~

~~The unit price shall include earth excavation, fill, backfill, embedment, sheeting, dewatering, pipe, all fittings as shown on the plans, electronic marker, connection to the sanitary sewer or manhole and all other items necessary for a complete installation. Services which have not been properly set, back filled, compacted and satisfactorily completed shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified.~~

~~ITEM 19 — 4" C-900 PVC Force Main:~~

~~The unit price bid per linear foot for 4" C-900 PVC force main shall be deemed full compensation for furnishing, installing and testing all as shown on the plans. The length of force main to be paid shall be based on drawings, along the horizontal projections of the centerline of the pipeline. All measurements shall be taken to the nearest foot.~~

~~The unit price bid for the PVC force main shall include earth excavation, fill, backfill, embedment, sheeting, dewatering, pipe, all fittings as shown on the plans, pipe bedding, compaction, support and protection of existing utilities, force thrust blocks, or other means~~

~~of restraint, plugs, couplings, locator cap, EMS markers over bends and valves, etc. and testing needed for a complete installation. Pipe which has not been properly laid, bedded, jointed and backfilled shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified.~~

~~ITEM 20 — Gravity Sewer Connection to Existing Manhole & Forming New Invert:~~

~~The unit price for each connection to existing manholes shall be deemed full compensation for furnishing, installing, and testing as shown on the plans and in accordance with the specifications.~~

~~The unit price for each connection shall include earth excavation, stone bedding, fill, backfill, embedment, sheeting, dewatering, pipe, all fittings as shown on the plans, mechanically cored openings, formed inverts, support and protection of existing utilities, and all other items necessary for a complete installation. Connections which have not been properly set, backfilled, compacted and satisfactorily completed shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified.~~

~~ITEM 21-22 — Force Main Connection to New or Existing Manhole:~~

~~The unit price bid for each connection to new or existing manhole shall be deemed full compensation for furnishing, installing, and testing as shown on the plans and in accordance with the specifications.~~

~~The unit price for each connection shall include earth excavation, fill, backfill, embedment, sheeting, dewatering, pipe, all fittings as shown on the plans, mechanically cored openings, formed inverts, support and protection of existing utilities, and all other items necessary for a complete installation. Connections which have not been properly set, backfilled, compacted or satisfactorily completed shall not be included for payment until, in the opinion of the Engineer, the conditions have been rectified. Pavement restoration for this connection shall be included under Item 20.~~

~~ITEM 23 — 6' Diameter Lift Stations:~~

~~Lift Station: Limits are shown on the drawings. Work shall include, but is not limited to, permit compliance, testing, clearing and grubbing, demolition, filling, excavation, dewatering, silt and traffic control, drive, concrete slabs, and paving, rock, wetwell, piping, pumps, fittings, valves, restraint, valve pit, doors, motor control center, breakers, transformer, enclosure, fixtures, service drop, conduits, cables, culverts, gravity and pressure connection, 8" SDR 26 PVC sanitary gravity sewer from common manhole to lift station, force main, coring, valves and appurtenances, coordination, access driveway, restoration and all work necessary to provide Owner with a complete operational lift station as shown and specified.~~

~~ITEM 24 A-D Restoration of Pavement, Driveways, Overlay and Lawn Areas:~~

24.A. 12" Compacted Subgrade: The unit price bid per square yard (SY) for compacted subgrade (12" thick) shall include all labor, material, and equipment required to construct and compact the subgrade as shown on the detail drawings. The unit price shall include all excavation, line cutting of existing pavement, preparation of subgrade, fine grading, placement of subgrade material, compaction, rolling, brooming, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Section 120, **Village of Palm Springs** and Palm Beach County specifications.

24.B. 8" Limerock Base: The unit price bid per square yard (SY) for the base (8" thick) shall include all labor, material, and equipment required to construct the base as shown on the detail drawings. The unit price shall include all excavation, line cutting of existing pavement, preparation of subgrade, fine grading, placement of base material, compaction, rolling, prime coat, sanding, brooming, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Section 120, **Village of Palm Springs** and Palm Beach County specifications.

24.C. 1-1/4" Asphaltic Concrete - S-III: The unit price bid per square yard (SY) for type S-III asphalt shall include all labor, material, and equipment required to place 1-1/4" layer as shown on the detail drawings. The unit price shall include all saw cutting, removal and disposal of existing paving where required, tack coating, fine grading, compaction, rolling, brooming, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Section 330, **Village of Palm Springs** and Palm Beach County specifications.

24.D. 1" Asphaltic Concrete Overlay - S-1: The unit price bid per square yard (SY) for type S-1 asphaltic concrete shall include all labor, material, and equipment required to place 1" layer as shown on the detail drawings. The unit price shall include all saw cutting, removal of existing paving where required, tack coating, fine grading, compaction, rolling, brooming, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Section 330, **Village of Palm Springs** and Palm Beach County specifications.

ITEM 25 Driveway Removal/Replacement:

The lump sum cost for driveway removal and replacement shall include all labor, material, and equipment required for the removal and replacement in kind of driveways as required for the construction of force mains, sewer mains, water lines, service connections or for any reason. The lump sum shall include removal and disposal of damaged driveway, excavation, disposal of excess materials, preparation and fine grading of subgrade, compaction, placement of wire reinforcement, placement of concrete asphalt, or other types of specialty driveways, curing and finishing per these specifications. All driveways damaged as a result of the contractor's operations shall be removed and replaced at his expense in accordance with these specifications. A minimum of 5 feet of existing driveway as measured along the centerline from sawcut to an existing transverse joint maybe left in place, and a minimum of 5 feet of any driveway damaged as a result of contractor's operations shall be replaced. If less than 5 feet of undamaged driveway remains between transverse straight sawcut and an existing traverse joint, Contractor shall remove and replace all driveway to the existing joint.

ITEM 26 Sodding:

The unit price bid per square yard (SY) for sod restoration shall include all labor, material, and equipment required to restore all grassy areas to the pre-existing condition or better, as directed by the Engineer. Any areas damaged by the contractor's operations and/or equipment outside the designated work area shall be restored at his expense.

The work area shall be measured along the horizontal projection of the centerline of the sanitary gravity sewer and force main to the edge of R.O.W. Areas between manholes which are not connected by sewers are to be restored at the Contractor's expense.

ITEM 27 Curb Replacement:

The lump sum cost for curb replacement shall include all labor, material, and equipment required to construct curbs where previously removed or damaged on account of the sewer main construction or where shown on the plans. The unit price shall include removal and disposal of damaged curb, excavation, preparation of subgrade compaction, placement of concrete, curing, and finishing per **Village of Palm Springs** and Palm Beach County specifications. Any other curb damaged as a result of the contractor's operations shall be repaired at his expense in accordance with the Florida Department of Transportation specifications.

ITEM 28 Striping Modification:

The lump sum cost for striping modification shall include all labor, material, and equipment required to construct and modify striping where previously removed or damaged on account of the construction or where shown on the plans. The unit price shall include modification of damaged striping per **Village of Palm Springs** and Palm Beach County specifications. Any other striping damaged as a result of the contractor's operations shall be repaired at his expense in accordance with the Florida Department of Transportation specifications.

~~ITEM 29 Asbestos Cement (AC) Water Line Replacement
(Materials Not Included):~~

- ~~A. The unit price bid per linear foot replacement of AC water line shall include labor and equipment necessary to remove existing AC pipe and replace with ductile iron pipe as specified on the plans. The unit price bid shall include pavement removal and disposal, earth excavation, fill, backfill, disposal of excess fill, embedment, sheeting, dewatering, pipe bedding compaction, support and protection of existing utilities, testing, and installation of taps, fittings, concrete thrust blocks and valves as needed for complete installation per **Village of Palm Springs** specifications. This work shall be accomplished in all areas prior to the installation of sewers.~~
- ~~B. Materials will not be a pay item, the **Village of Palm Springs** will supply all the necessary materials needed for installation.~~

ITEM 30 Maintenance of Traffic:

It shall be the Contractor's responsibility to provide all necessary permits and traffic devices to maintain traffic during construction. Traffic devices may be in the form of barricades, personnel, lights, signs, temporary rock roadways, etc.

All work shall be in accordance with all applicable Florida Department of Transportation specifications.

ITEM 31 Video:

The contractor shall provide all necessary labor, material and equipment to video the entire project. The video shall include all driveways, landscaping areas, etc. for each side

of the street. The video shall extend from right-of-way to right-of-way and 10' beyond. See Technical Specifications for detailed description of taping requirements.

~~ITEM 32 Conflict Structures:~~

~~The unit price bid for this item shall include all labor, materials, and equipment to install conflict structures at all locations as shown on the Plans. The structures shall include on items to be provide a complete and finished project including, but not limited to, excavation, removal of material, concrete, piping and restoration.~~

~~ITEM 33 Culvert Pipe & Inlet Replacement:~~

~~If during the course of construction, the Contractor is required to remove any storm drain system or part thereof, this item shall include all items such as excavation, removal of material, concrete structure or piping, masonry work, installation of structure and its appurtenances, select backfill material, restoration to provide a complete and operational system. This system shall be in accordance with all applicable portions of these specifications.~~

~~ITEM 34 "AsBuilt":~~

~~The Contractor shall provide complete "As-Built" information to the Engineer. This information shall include horizontal & vertical dimensions on all structures, laterals, lines, clean outs, materials used and mechanical equipment.~~

~~ITEM 35 Additional Excavation (Unsuitable Material):~~

~~The unit price per cubic yard for the removal of Additional Excavation shall include labor, material, equipment, and any cost associated with the removal, disposal, and replacement of the unsuitable material. This item must have engineer's prior approval.~~

~~ITEM 36 Mailbox Adjustment:~~

~~The contractor shall provide all necessary labor, material and equipment to relocate each mailbox as shown on the plans and in accordance with the specifications.~~

~~ITEM 37 Suitable Fill:~~

~~The unit price per cubic yard for suitable material shall include labor, material, equipment, and any cost associated with the operation of spreading and compacting material. Suitable material including gravel bedding, as approved by the Engineer, maybe used in areas with soils unsuitable for bedding.~~

~~ITEM 38 Additional Gravel Bedding:~~

~~The unit price per cubic yard for gravel bedding shall include labor, material, equipment, and any cost associated with the operation of spreading and compacting material. Suitable material including gravel bedding, as approved by the Engineer, maybe used in areas with soils unsuitable for bedding.~~

~~ITEM 39 SCH PVC Force Main:~~

~~Furnish labor, materials & equipment to install all pipe including fittings, excavation, backfill, compaction, select material where required, landscaping, testing, and restore all disturbed area to their original condition.~~

~~Item 40 Jack & Bore (Molling) (L.P.S.S.):~~

~~Furnish all labor, equipment, and materials to bore driveways, and roads as required. Repair all damaged facilities including landscaping, sod, roadways and restoration to original condition.~~

~~ITEM 41 Connection to Existing Manhole or Force Main:~~

~~Provide all labor, materials and equipment to connect existing manholes and/or force mains. Repair all pavement surfaces to their original condition. Work shall include traffic control, the reconstruction of inverts, tapping, saddles, valves, fittings and testing.~~

~~ITEM 42 4' Diameter Lift Station No. 1:~~

~~Lift Station complete with electrical service by others: Limits are shown on the drawings. Work shall include, but is not limited to, cleanup, fine grading, sodding, access road, as shown on contract drawings. Contractor shall include connection to manhole from last manhole.~~

~~ITEM 43 3' Diameter Simplex Lift Station with Appurtenances:~~

~~The simplex station shall include the purchase and installation of wet well, internal piping, valves, fittings, valve box, grading, restoration, force main, and connection to service connection in right-of-way. The Contractor shall provide electrical power from external breaker provided by homeowner. The homeowner shall be responsible for installing sewer from house to simplex station. The Contractor shall meet with homeowner to determine the best location of simplex station.~~

END OF SECTION

SECTION 01050

FIELD ENGINEERING AND SURVEYING

PART 1 – GENERAL

1.01 DESCRIPTION

A. Provide and pay for field Engineering and surveying services required for Project as follows:

1. Surveying work required for the lay-out and execution of Work.
2. Surveying work required to identify and maintain existing control points, bench marks, and property line corners.
3. Surveying work required to verify existing utility locations.
4. Surveying work as required to create Project Record Documents.
5. Civil, structural, or other professional Engineering services specified, or required to execute the Contractor's construction methods.
6. Testing, sampling, calibrating, and training services specified, or required to execute the Contractor's construction methods including soils, concrete, material, etc.

1.02 RELATED SECTIONS

- A. Section 01410 – Materials and Installation Testing
- B. Section 01720 – Project Record Documents
- C. Other Sections as applicable.

1.03 QUALIFICATIONS OF PROFESSIONAL

A. Florida Registered Professional Surveyor and Mapper, acceptable to the Owner and the Engineer.

B. Florida Registered Professional Engineer(s) of the specialty required for on the Project, acceptable to the Owner and the Engineer Insurance requirements

1. Professional Engineers specified, or required to execute the Contractor's construction methods shall carry the insurance as required by Section 00815 and shall remain in force for the duration of the project.
2. Additional Insured shall include Wantman Group, Inc. and the Village of Palm Springs.
3. Insurance shall be provided by an A.M. Best's "A" rating or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval.

1.04 SURVEY REFERENCE POI

A. Horizontal and vertical control points for the Project are to be established by the Engineer and provided to the Contractor. B. Locate and protect control points prior to starting work, and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Engineer.
2. Report to the Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace project control points which may be lost or destroyed.

a. Establish replacements based on original survey control.

1.05 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two temporary bench marks on site, referenced to data by survey control points. 1. Record locations, with horizontal and vertical data, on Project Record Documents. B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means: 1. Site Improvements a. Line and grade of pipe and structure installation; top of pipe, invert, slope, etc. b. Grading for fill and topsoil placement, roadway sub-base and base installation. 2. Controlling lines and levels required for all trades. C. From time to time, verify layouts by same methods.

1.06 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses in accordance with Section 01720. 1.07 SUBMITTALS A. Submit name and address of Professional Surveyor and Mapper or Professional Engineer to the Engineer. B. On request of the Engineer, submit documentation to verify accuracy of field engineering work.

C. Submit certificate signed by registered surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents. D. Submit Project Record Documents in accordance with Section 01720. PART 2 - PRODUCTS (NOT USED) PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. The Contractor shall schedule and administer preconstruction meetings, periodic progress meetings, and specially called meetings throughout the progress of work. The Contractor shall:

1. Make physical arrangements for meetings.
2. Preside at meetings.
3. Record the meeting with an audio recording device.

B. Representatives of contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

C. The Contractor shall attend meetings to assure that work is executed consistent with Contract Documents and construction schedules.

1.02 RELATED SECTIONS

- A. Section 01310 – Construction Schedules.
- B. Section 01340 – Shop Drawings, Working Drawings, and Samples.
- C. Section 01720 – Project Record Documents. D. Other Sections as applicable.

1.03 PRECONSTRUCTION MEETING

A. Schedule a preconstruction meeting no later than 10 days after the Contract has been executed.

B. Location: A central site, convenient for all parties designated by the Owner.

C. Attendance:

1. Owner's Representative.
2. Engineer and his Professional Consultants.
3. Resident Project Representative.
4. Contractor's Superintendent.
5. Major Subcontractors.
6. Major Suppliers.
7. Utilities.
8. Others as appropriate.

D. Suggested Agenda:

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedule.
2. Critical work sequencing/critical path scheduling.
3. Major equipment deliveries and priorities.
4. Project Coordination. a. Designation of responsible personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payments.
6. Adequacy of Distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of Premises
 - a. Office, Work and Storage Areas.
 - b. Owner's Requirements.
9. Construction facilities, controls and construction aids.
10. Temporary Utilities.
11. Part 1- Federal Requirements, Forms and Instructions
 - a. Non-collusion Affidavit of Prime Bidder
 - b. Anti-Kickback Affidavit
 - c. Certification of Eligibility of General Contractor
 - d. Certification of Non-segregated Facilities
 - e. Certification of Eligibility of General Contractor
 - f. Workforce Projection
12. Part 2 – Davis Bacon and Related Acts

1.04 PROGRESS MEETINGS

A. Schedule regular periodic meetings. The progress meetings will be held as required by progress of the work or as required by the Engineer or the Owner.

B. Hold called meetings as required by progress of the work.

C. Location of the meetings: Village of Palm Springs Public Service Department.

D. Attendance:

1. Engineer, and his professional consultants as needed.
2. Subcontractors as appropriate to the agenda.
3. Suppliers as appropriate to the agenda.
4. Others as appropriate.

E. Suggested Agenda:

1. Review, approval of minutes of previous meeting.
2. Review of work progress since previous meeting.
3. Field observations, problems and conflicts.
4. Problems which impede Construction Schedule.
5. Review of offsite fabrication, delivery schedule.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to Construction Schedule.
8. Progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Pending changes and substitutions.
13. Review proposed changes for:
 - a. Effect on Construction Schedule and on a completion date.
 - b. Effect on other contracts of the Project.
14. Other business.
15. Construction schedule.
16. Critical/long lead items.

F. The Contractor is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of work, etc.

G. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 WORK INCLUDED

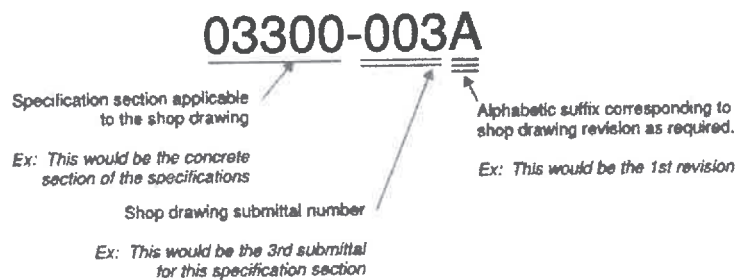
- A. Prepare and submit construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' instructions, and manufacturers' certificates, complete and in accordance with the Contract Documents.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 00705 - GENERAL CONDITIONS.
- B. Section 00815 - Supplementary Conditions.
- C. Section 01700 - Contract Closeout.
- D. Section 01720 - Project Record Documents.
- E. Individual Specification Sections: Additional specific requirements for submitted data.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with ENGINEER accepted form. Electronic submittals (via email) are preferred.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.



- C. Identify Project, CONTRACTOR, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

- D. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the ENGINEER and shall bear the CONTRACTOR's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the CONTRACTOR for resubmission.
- E. Schedule submittals to expedite the Project, and deliver to ENGINEER at Wantman Group, Inc., 2035 Vista Parkway, West Palm Beach, Florida 33411 and allow 20 days for review. Electronic submittals shall be emailed to Wantman Group, Inc. project manager for review.
- F. If submittal documents/shop drawings show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. Failure to describe such variations does not relieve the CONTRACTOR of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.
- G. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification title and number.
 - 7. Specification Section.
 - 8. Applicable Drawing Number.
- H. Revise and resubmit submittals as required; identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- J. Requirements in this Section are in addition to any specific requirements for submittals specified in other Divisions and Sections of these Contract Documents.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in triplicate within 15 days after date established in the Notice to Proceed for ENGINEER review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

- D. Submit computer generated network analysis diagram using the critical path method, generally as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the OWNER and under Allowances.

1.05 PROPOSED PRODUCTS LIST

- A. Within 30 days after date established in the Notice to Proceed, submit a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.06 SHOP DRAWINGS

- A. Submit the number of copies which CONTRACTOR requires, plus three copies, which will be retained by ENGINEER (maximum of eight).
- B. After review, distribute in accordance with Article on Procedures above and for Record Documents described in Section 01720 - Project Record Documents.
- C. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean, in addition to the definition in Section 00705 - GENERAL CONDITIONS, Contractor's drawings plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.
- D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

- E. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address, telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- F. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
- G. **Only the ENGINEER will utilize the color "red" in marking Shop Drawing submittals.**

1.07 PRODUCT DATA

- A. Submit the number of copies which the CONTRACTOR requires, plus four copies which will be retained by the ENGINEER (with a maximum of eight).
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01720 - Project Record Documents.

1.08 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes in custom colors selected, textures, and patterns for ENGINEER's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number or samples specified in individual specification Sections; one of which will be retained by ENGINEER.
- E. Samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Accepted samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the accepted samples. Samples which failed testing or are not accepted will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

1.09 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to ENGINEER for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to ENGINEER.

PART 2 PRODUCTS

Refer to Plans/ Bid Set.

PART 3 EXECUTION

Refer to Plans/ Bid Set.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section describes the Contractors minimum responsibilities in meeting the quality requirements of the Contract Documents.

1.02 RELATED SECTIONS

- A. Section 01050 – Field Engineering and Surveying
- B. Section 01410 – Materials and Installation Testing
- C. Section 02200 – Earthwork
- D. Other Sections as applicable.

1.03 OBSERVATION AT PLACE OF MANUFACTURE

- A. Unless otherwise specified, all products, materials, and time and equipment shall be subject to observation by the Owner and the Engineer at the place of manufacture.
- B. The presence of the Owner and/or the Engineer at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the Contractor.
- C. The Contractor shall advise the Owner and Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for observation before shipment from the place of manufacture.
- D. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contractor Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

1.04 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered.
- B. The Owner and the Engineer reserve the right to use any generally accepted system of sampling and testing which will insure the quality of the workmanship is in full accord with the Contract Documents.
- C. Any waiver by the Owner or Engineer of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements.
- D. The Owner and Engineer reserve the right to make independent investigations and tests at any time.
- E. Failure of any portion of the Work to meet any of the requirements of the Contract Document shall be reasonable cause for the Owner or Engineer to require the removal or correction and reconstruction of any such Work at the cost of the Contractor.

1.05 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.
- B. The Contractor shall inspect related and appurtenant work, and shall report in writing to the Owner and Engineer any conditions that will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor at its cost.

1.06 OBSERVATION AND TESTING

- A. The work or actions of the testing laboratory shall in no way relieve the Contractor of its obligations under the Contract. The laboratory testing work will include such observations and testing required by the Owner or Engineer. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept or approve any of the Contractor's Work.
- B. The Contractor shall allow the Owner and Engineer ample time and opportunity for field observation and testing materials and equipment to be used in the Work.

- C. The Contractor shall at all times furnish the Owner and the Engineer facilities, including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship.
- D. The Contractor must anticipate that possible delays may occur in the execution of its work due to the necessity of materials and equipment being inspected and accepted for use.
- E. The Contractor shall furnish, at its own expense, all samples of materials required by the Owner or Engineer for testing, and shall make its own arrangements for providing water, electric power, or fuel for the various observations and tests of structures and equipment.

1.07 RIGHT OF REJECTION

- A. The Owner and Engineer, shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site.
- B. If the Owner or its representative, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected.
- C. The Contractor shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 BUOYANCY

- A. The CONTRACTOR shall be completely responsible for any tanks, pipelines, manholes, foundations or similar improvements that may become buoyant during the construction operations due to groundwater levels. Should there be any possibility of buoyancy, the Contractor shall take the necessary steps to prevent damage due to floating or flooding, and shall repair or replace said improvements at no additional cost.

3.02 DEVIATION FROM SPECIFICATIONS

- A. If any part of a submittal deviates from the plans and specifications, it is up to the Contractor to indicate such deviation—in writing—to the Engineer, for determination as to acceptance of the deviation. If no deviation is submitted, it is assumed that the Contractor has fully and completely followed the plans and specifications, and that any discrepancy discovered during construction shall be corrected completely at the expense of the Contractor.

3.03 AMERICANS WITH DISABILITIES ACT (ADA)

- A. The Contractor shall make every effort to ensure all concrete work including, but not limited to accessible sidewalks, routes, ramps and curb ramps is compliant with the ADA and Florida Building Code Accessibility.
- B. Prior to and during concrete placement, the contractor shall verify the formwork for compliance. Any and all concrete work which is not compliant shall be removed and replaced at no cost to the Owner.

END OF SECTION

SECTION 01573

STORMWATER POLLUTION PREVENTION PLAN

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Precautions to be taken during construction to prevent the run-off of polluting substances such as silt, clay, fuels, oils, bitumen's, or other polluting materials harmful to humans, fish, or other life.
- B. Inspections and maintenance of the controls to prevent the run-off of polluting substances.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EROSION AND SEDIMENT CONTROL MEASURES

- A. Excavation of water management facilities should occur immediately after clearing and grubbing to serve as a sediment trap or catchment for stormwater runoff from exposed soils.
- B. Construct perimeter berm or grade site to prevent off-site discharge of stormwater runoff.
- C. Place silt fences or hay bales to contain erosion in areas prone to stormwater runoff erosive velocities.
- D. Protect each inlet that may receive runoff from the construction site with silt fence/filter fabric staked in place.
- E. Install turbidity screens within the receiving body before commencement of bank improvements and outfall installations.
- F. Take all reasonable precautions to control dust and unconfined particulate matter. The application of water is an acceptable dust suppressant on roadways, stockpiles, and any other areas within the project boundaries. Dust suppressant water shall be applied in such a manner so as not to produce excess runoff and erosion.
- G. Turbidity in receiving water shall not be increased more than 29 nephelometric turbidity units (NTU) above background.

- H. Take precautions in the use of construction equipment to prevent operations which promote erosion.

3.02 OTHER CONTROLS AND MATERIAL MANAGEMENT PRACTICES

- A. Fertilizers – Apply fertilizers only in the minimum amount recommended by the manufacturer. If stored onsite, provide covered storage. Transfer the contents of any partially used bags of fertilizer to a sealable container to avoid spills.
- B. Hazardous Waste – Dispose of in a manner specified by local or State regulations.
- C. Noise – Minimize noise caused by the operation of equipment. Abide by all local regulations covering noise control.
- D. Odors – Do not cause objectionable odors to be generated.
- E. Offsite Vehicle Tracking - Provide a rock construction entrance to reduce vehicle tracking of sediments. Dump trucks hauling material from the construction site shall be covered with a tarpaulin.
- F. Open Burning - No open fires or burning of materials other than vegetative land clearing debris. Obtain prior approval to burn from the local authority and applicable Fire Marshall.
- G. Paints - All containers shall be tightly sealed and stored when not required for use. Excess paint shall not be discharged to the storm sewer system but will be properly disposed of according to the paint manufacturer's instructions and State or local regulations.
- H. Pesticides and Herbicides - Any pesticide and herbicide usage will be by State licensed applicators.
- I. Petroleum Products - Monitor onsite vehicles and tanks for leaks. They shall receive regular preventive maintenance to reduce the chance of leakage. Store petroleum products in tightly sealed containers, which are clearly labeled. Use asphalt substances according to the manufacturer's recommendations. Provide secondary containment for all above ground fuel tanks.
- J. Sanitary Waste - Collect all sanitary waste from the portable units at least twice per week.
- K. Waste Materials - Collect and store all waste materials in a securely covered metal dumpster provided by a licensed solid waste management company. Deposit all trash and construction debris from the site in the dumpster. The dumpster is to be emptied as needed so there is no overflow. Haul trash to a State approved landfill facility.

3.03 MAINTENANCE / INSPECTION PROCEDURES

- A. Inspect all control measures at least once per week and following any storm event of 0.5 inches or greater.

- B. Maintain all measures in good working order. If a repair is necessary, it must be initiated within 24 hours of the onsite inspection report.
- C. Remove built up sediment from silt fence when it has reached one-third the height of the fence.
- D. Inspect silt fence for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- E. Prepare a maintenance inspection report after each inspection. A copy of the report form to be completed by the inspector is found at the end of this Section.
- F. The CONTRACTOR shall designate a qualified person to be responsible for inspections, maintenance and repair activities, and completing the inspection and maintenance reports.
- G. Non-stormwater discharges are permissible provided that discharge does not cause erosion or create turbidity within the receiving body and are in compliance with regulatory requirements. These discharges may include water line flushing, fire fighting activities, fire hydrant flushing, dust control, irrigation drainage, air conditioning condensation, and water used to spray off loose solids from vehicles.

END OF SECTION

STORMWATER POLLUTION PLAN INSPECTION REPORT FORM

Project Name _____

FDEP NPDES Stormwater Identification Number: _____

[illegible]

Condition Code:

G = Good M = Marginal, needs maintenance or replacement soon O = Other

C= Needs to be cleaned P = Poor, needs immediate maintenance or replacement

Control Type Codes:

1	Silt Fence	12	Vegetative preservation area	23	Permanent seed / sod
2	Earth dikes	13	Retention Pond	24	Mulch
3	Structural diversion	14	Construction entrance stabilization	25	Hay Bales
4	Swale	15	Perimeter ditch	26	Geotextile
5	Sediment Trap	16	Curb and gutter	27	Rip-rap
6	Check dam	17	Paved road surface	28	Tree protection
7	Subsurface drain	18	Rock outlet protection	29	Detention pond
8	Pipe slope drain	19	Reinforced soil retaining system	30	Waste disposal / housekeeping
9	Level spreaders	20	Gabion	31	Sand Bag
10	Storm drain inlet protection	21	Sediment Basin	32	Dam
11	Vegetative buffer strip	22	Temporary seed / sod	33	Other

Inspector Information:

Name _____

Qualification

Date _____

The above signature certifies that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant

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STORMWATER POLLUTION PREVENTION PLAN

penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Name (Responsible Authority)

Date

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Administrative and procedural requirements for project closeout.
 - 1. Inspection procedures.
 - 2. Project Record Document submittal.
 - 3. Final cleaning.
- B. Warranty and bond submittal.
- C. Closeout submittals, warranties and bonds required for specific products of work.

1.02 RELATED SECTIONS

- A. Section 01310 - Construction Schedules
- B. Section 01370 - Schedule of Values
- C. Section 01380 - Construction Photographs
- D. Section 01710 - Cleaning
- E. Section 01720 - Project Record Documents
- F. Section 01740 – Warranties and Bonds
- G. Other Sections as applicable.

1.03 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise Owner of pending insurance change-over requirements.

3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 5. Submit record drawings, maintenance manuals, and similar final record information.
 6. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- B. When the Contractor considers the Work to be substantially complete, he shall submit a written notice to the Engineer that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within a reasonable time of receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfulfilled requirements. When the Engineer and Owner concur that the Work, or designated portion of the Work, is substantially complete, the Engineer will prepare the Certificate of Substantial Completion following inspection.
- D. Should the Engineer determine that the Work is not substantially complete, he will advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 FINAL COMPLETION

- A. When Contractor considers the Work to be complete, he shall submit written certification to the Engineer that the Work is completed and ready for final inspection. Include the following:
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or

otherwise resolved for acceptance, the list has been endorsed and dated by the Engineer.

4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
5. Submit consent of surety to final payment.
6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. The Engineer will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.

1. Upon completion of inspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, re-inspection process will be repeated.

C. RECORD DOCUMENT SUBMITTALS (refer to Section 01720 - Project Record Documents).

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

1.01 DESCRIPTION

- A. Compile warranties and bonds as specified in the Contract Documents.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Engineer for review and transmittal to Owner.

1.02 RELATED SECTIONS

- A. Section 01700 - Contract Closeout B.

Section 11999 – Lime Softening Reactor

1.03 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bond, service, and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors. B. Number of original signed copies required: two (2) each.

C. Table of Contents: neatly typed, in orderly sequence. Provide complete information for each item.

- 1. Product or work item
- 2. Firm, with name of principal, address and telephone number
- 3. Scope
- 4. Date of beginning of Warranty, bond or service and maintenance contract
- 5. Duration of warranty, bond or service maintenance contract
- 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure
 - b. Instances which might affect the validity of warranty or bond

7. Contractor, name of responsible principal, address and telephone number

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format:
 - 1. Size 8 1/2 inches x 11 inches, punch sheets for standard 3-post binder
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project
 - b. Name of Contractor
- C. Binders: Commercial quality, three-post (3) binder, with durable and cleanable plastic covers and maximum post width of 2 inches.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all equipment, submit a one-year warranty from the equipment manufacturer, unless otherwise specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one year commencing at the time of acceptance by the Owner.
- B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment and which has a 1 HP motor or which lists for more than \$1,000. The Engineer reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year (2) warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02050

DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

Work Included

Demolition includes the complete wrecking of structures and the removal and disposal of demolished materials, as shown on the drawings and/or specified.

1.02 JOB CONDITIONS

A. Condition of Structures

The owner assumes no responsibility for the actual condition of structures to be demolished. Demolition drawings are provided for general information. The contractor shall field verify the conditions to be encountered in the work to be performed.

B. Salvage

Items of salvable value to the Owner shall be removed from the structure as the work progresses. Salvaged items must be transported to the locations as directed by the Owner.

C. Explosives

The use of explosives will not be permitted.

D. Traffic

Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

E. Protection

Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

F. Damages

Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 DEMOLITION

A. Pollution Controls

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering the air to the lowest practical level.
2. Comply with governing regulations pertaining to environmental protection.
3. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Architect/Engineer. Return adjacent areas to condition existing prior to the start of the work.
4. Demolish concrete and masonry in small sections.

3.02 DISPOSAL OF DEMOLISHED MATERIALS

A. General

1. Remove from the site debris, rubbish, and other materials resulting from demolition operations.
2. Burning will not be permitted on the site.
3. Concrete from sidewalks, curbs, bulkhead caps etc. suitable for recycling will be transported to a licensed recycling business. The Contractor is to make a good faith effort to recycle all disposed and discarded items.

B. Removal

Transport materials removed from demolished structures and dispose of them offsite.

END OF SECTION

SECTION 02232

CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal and disposal of all buildings, timber, brush, stumps, roots, rubbish, debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and all other structures and obstructions necessary to be removed.

1.02 REGULATORY REQUIREMENTS

- A. Conform to all applicable federal, state, and local codes pertaining to the disposal of materials and debris.
- B. Coordinate clearing work with utility companies.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.01 PREPARATION

- A. Verify that existing plant life and features designated to remain are tagged or identified.

3.02 PROTECTION

- A. Protect from damage all utilities that are to remain.
- B. Protect trees, plant growth, understory growth, and features designated to remain as final landscaping.
- C. Protect existing benchmarks, monuments, and other reference points. If disturbed or destroyed, they shall be replaced in their original condition and location by a professional surveyor and mapper licensed in the State of Florida.
- D. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities. Do not close or obstruct

streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction.

3.03 CLEARING

- A. Remove and dispose of all trees, stumps, shrubs, grass, roots, and other such protruding objects, and buildings, structures, appurtenances, existing pavement, and other facilities necessary to prepare the area for the proposed construction.

3.04 GRUBBING

- A. Remove roots and other debris in the Work areas to a depth of at least 12 inches below the ground surface.
- B. Plow the surface to a depth of at least 6 inches, and remove all roots thereby exposed to a depth of at least 12 inches.
- C. Completely remove and dispose of all stumps.

3.05 REMOVAL

- A. Abandonment or removal of certain underground pipe or conduits may be shown on mechanical or electrical drawings, and is included under work of those sections. Removal of abandoned underground piping or conduit interfering with construction is included under this Section.
- B. Remove and dispose of existing structures or portions of existing structures specified on the Drawings, or those found within the limits of the area to be cleared and grubbed.
- C. Remove the structures in such a way as to leave no obstructions to any proposed new structures.
- D. Remove and dispose of existing asphalt pavement, Portland cement concrete pavement, sidewalk, curb, and curb and gutter where specified on the Drawings.

3.06 DISPOSAL OF MATERIALS

- A. Dispose of timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing in a legal manner offsite.
- B. Ensure that all hazardous materials and waste are handled and disposed of in accordance with all Local, State and Federal requirements. Submit the name, address and qualifications of the transporter, treatment facility, proposed treatment and disposal methods for ENGINEER's approval prior to transport.

END OF SECTION

SECTION 02305

EARTH MOVING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation for swales and canals.
- B. Excavation and disposal of muck, clay, rock or any other material that is unsuitable in it's original position.

1.02 REFERENCES

- A. ASTM D1557-02-Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. ASTM D2487-00-Classification of Soils for Engineering Purposes.
- C. ASTM D2922-05-Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods.

1.03 QUALITY ASSURANCE

- A. Comply with applicable requirements of governing authorities having jurisdiction.
- B. Protect existing benchmarks, monuments, and other reference points. If disturbed or destroyed, they shall be replaced in their original condition and location by a professional surveyor and mapper licensed in the State of Florida.
- C. Protect existing trees and other landscaping which are to remain. Replace at no additional cost to OWNER any trees or landscaping which are damaged or destroyed.
- D. Allow testing service to inspect, test and approve subgrades and fill layers before further construction is performed.

1.04 REGULATORY REQUIREMENTS

1.05 SITE CONDITIONS

- A. When encountering or exposing any abnormal condition indicating the presence of hazardous or toxic waste, or contaminants, cease operations immediately in the vicinity and notify the ENGINEER. The presence of tanks or barrels, discolored earth, metal, wood, groundwater, etc., visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate hazardous toxic wastes, or contaminants and must be treated with extreme caution.
- B. Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. Satisfactory Soils: ASTM D2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these groups, free of debris, waste, vegetation, and other deleterious matter. Maximum particle sizes as follows:
 - In top 12 inches: 3 ½ inches in any dimension
 - 12 to 24 inches: 6 inches in any dimension
 - In the depth below 24 inches: not to exceed 12 inches in any dimension or the compacted thickness of the layer being placed, whichever is less.
- A. Unsatisfactory Soils: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH and PT, or a combination of these groups. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- B. Provide borrow soil materials when sufficient satisfactory soil materials are not available for excavation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which work is to be performed and notify the ENGINEER in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

- B. Data on subsurface conditions is not intended as representations or warranties of the accuracy of continuity between soil borings. It is expressly understood that neither the OWNER nor the ENGINEER will be responsible for interpretations or conclusions drawn therefrom by the CONTRACTOR. The data is made available for informational purposes to CONTRACTOR. Additional test borings and other exploratory operations may be made by the CONTRACTOR at no additional cost to the OWNER or ENGINEER.

3.02 PREPARATION

- A. Locate existing underground utilities in the areas of work before starting earth moving operations. Where utilities are to remain in place, provide adequate means of protection.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the OWNER and utility owner in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.
- C. Do not interrupt existing utilities serving facilities occupied and used by the OWNER or others, except when permitted in writing by the ENGINEER and then only after acceptable temporary utility services have been provided.
- D. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.
- E. Barricade open excavations made as a part of earth moving operations and post warning lights. Operate warning lights as recommended by authorities having jurisdiction.
- F. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

3.03 DEWATERING

- A. At all times during construction, provide and maintain proper equipment and facilities to remove all water entering excavations, and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills or structures to be built thereon have been completed to such extent that they will not float or otherwise be damaged by allowing water levels to return to natural levels.
- B. Conduct dewatering in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. Construct well or sump installations with proper sand filters to prevent drawing of finer grained soil from the surrounding area.
- C. Dispose of water so that flow or seepage back into the excavated area will be prevented. No water from dewatering activities will be allowed to be discharged directly offsite. In

addition, the dewatering activity must not impact any onsite or offsite wetlands.

- D. Prevent flotation by maintaining a positive and continuous operation of the dewatering system. If for any reason the dewatering system is found to be inadequate, make additions, changes and replacements, as necessary, to provide a satisfactory system. All damage resulting from failure to properly dewater excavations shall be repaired to the satisfaction of the ENGINEER. Remove the dewatering equipment after the system is no longer required.
- E. Take all necessary precautions to preclude accidental discharge of fuel oil, etc. in order to prevent adverse effects on groundwater quality.
- F. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.
- G. Convey water removed from excavations and rainwater to collection or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.
- H. The Contractor shall do all pumping and bailing, build all drains, and do all other work necessary to keep the excavation clear of groundwater, sewage, storm water or other water during the progress of the work and until the finished work is safe from injury. All water pumped or drained from the work shall be disposed of in a satisfactory manner with out damage to adjacent property or to other work under construction.

3.04 EXCAVATION

- A. Excavate after stripping, clearing and grubbing has been completed.
- B. Excavation should be as required for construction to the lines and grades shown on the Drawings.
- C. When excavation has reached required subgrade elevations, notify the ENGINEER who will observe the completed work.
- D. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over ½ inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.
- E. Accomplish earthwork in a manner that provides for the safety of the public and workers, as well as for the protection of property.

- F. Slope the sides of excavations to comply with OSHA Trench Safety requirements. Shore and brace where sloping is not possible either because of space restrictions or stability of material excavated.
- G. Maintain sides and slopes of excavations until completion of backfilling.
- H. Stockpile excavated materials classified as satisfactory soil material where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.
- I. Locate and retain fill materials away from edges of excavations.
- J. All excess excavated material shall remain the property of the OWNER.
- K. Unauthorized excavation consists of removal of material beyond indicated lines and grades on Drawings.

3.05 ROCK EXCAVATION

- A. When unanticipated rock is encountered in the work, immediately notify ENGINEER.
- B. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a $\frac{3}{4}$ cubic yard capacity power shovel without drilling and blasting or continuous use of a ripper or other special equipment.
- C. Typical of materials classified as rock are boulders $\frac{1}{2}$ cubic yard or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.
- D. Remove rock to at least two feet outside of concrete work (except footings) for which forms are required, one foot outside the perimeters of footings, neat outside dimensions of concrete work where no forms are required, and 6 inches below bottom of concrete for slabs on grade.

3.06 REMOVAL OF UNSATISFACTORY MATERIAL

- A. Where muck, clay, or other material is unsatisfactory in it's original position, excavate such material to the limits shown on the Drawings or as directed by the ENGINEER. Backfill with satisfactory material.
- B. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown on the Drawings as the removal limits, of ± 0.2 foot in depth and ± 6 inches in width.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Transport excess excavated material classified as satisfactory soil material to designated soil storage areas on the OWNER'S property. Stockpile soil or spread across the ground, as directed.
- B. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of legally.

3.08 EMBANKMENT

- A. Construct embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches.
- B. Compact building, road, and structure areas to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T-180).
- C. Compact landscape areas to at least 95 percent of the maximum density determined by ASTM D1557 (AASHTO T-180).
- D. When the existing ground surface has a density less than that specified for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.
- E. Uniformly grade areas within limits of grading under this Section, including adjacent transition areas. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- F. Grade areas adjacent to building lines to drain away from structures and to prevent ponding.

3.09 TOLERANCES

- A. Shape the surface of the earthwork to conform to the lines, grades and cross-sections shown on the Drawings. In final shaping of the earthwork surface, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:
 - 1. Shape the surface of shoulders to within 0.1 foot of the Drawing cross-section.
 - 2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
 - 3. Shape the bottom of ditches so that the ditch impounds no water.
 - 4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Drawing cross-section.
- B. Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines on the Drawings.

3.10 MAINTENANCE AND PROTECTION OF WORK

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Maintain all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair at no additional expense to the OWNER, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work.
- C. Maintain all channels excavated as a part of the work against natural shoaling or other encroachments to the lines, grades and cross-sections shown on the Drawings, until final acceptance of the work.

END OF SECTION

SECTION 02316

EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavation for underground pipelines.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. CONTRACTOR shall locate existing underground utilities in the area of the Work as construction proceeds. If utilities are to remain in place, provide adequate means of protection.
- B. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, notify the ENGINEER immediately. Cooperate with responsible utility companies in keeping respective services and facilities in operation.
- C. Do not interrupt existing utilities serving facilities occupied and used by OWNER or others, except when permitted in writing by the respective utility owner.
- D. CONTRACTOR shall sustain in their places and protect from direct or indirect injury all pipes, poles, utilities, walls, buildings, and other structures or property in the vicinity of Work, whether above or below the ground, or that may appear in the trench. CONTRACTOR shall take all risks attendant to the presence or proximity of pipes, poles, walls, buildings, and other structures and property, of every kind and description, in or over his trenches, excavations or in the vicinity of his Work whether above or below the ground and shall be responsible for all damage and assume all expense for direct or indirect injury, caused by his Work, to any of them, or to any person or property by reason of injury to them, whether such structures are or are not shown on the Drawings.

3.02 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, benchmarks, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by excavating operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil bearing water runoff or airborne dust to adjacent properties and walkways.
- C. When excavations exceed 5 feet in depth, CONTRACTOR shall meet the Occupational

Safety and Health Administration's excavation safety standards 29 C.F.R.s. 1926.650, Subpart P.

- D. Where relocation of existing utilities is noted on Drawings, the CONTRACTOR is to notify appropriate utility companies at the earliest possible date of intent to relocate any of their facilities. It is the CONTRACTOR's responsibility to maintain utility service to users during relocation procedures and to replace the facility to the utility companies' specifications.

3.03 DEWATERING

- A. At all times during construction, provide and maintain proper equipment and facilities to remove all water entering excavations, and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels.
- B. Conduct dewatering in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation. Construct well or sump installations with proper sand filters to prevent drawing of finer grained soil from the surrounding area.
- C. Take all additional precautions to prevent uplift of any structure during construction.
- D. Dispose of water so that flow or seepage back into the excavated area will be prevented. No water from dewatering activities will be allowed to be discharged directly offsite. In addition, the dewatering activity must not impact any onsite or offsite wetlands.
- E. Prevent flotation by maintaining a positive and continuous operation of the dewatering system. If for any reason the dewatering system is found to be inadequate, make additions, changes and replacements, as necessary, to provide a satisfactory system. All damage resulting from failure to properly dewater excavations shall be repaired to the satisfaction of the ENGINEER. Remove the dewatering equipment after the system is no longer required.
- F. Take all necessary precautions to preclude accidental discharge of fuel oil, etc. in order to prevent adverse effects on groundwater quality.

3.04 EXCAVATION

- A. Excavation shall be carried to suitable lines and grades indicated on the Drawings. All irregularities in the bottom of excavations shall be filled to the required level with suitable select backfill and firmly compacted before pipe is laid or foundation and slab are constructed.
- B. Trenches shall be excavated to the lines and grades as indicated on the Drawings. Trenches shall provide continuous and uniform support and bearing for piping and structures.

- C. Rock and other unsuitable material, when encountered, shall be removed to minimum depth of six inches below the pipe or structure and the same depth below the pipe bell.
- D. Material below subgrade deemed unsuitable shall be removed and replaced with clean granular material.
- E. Excavation in the vicinity of adjacent facilities shall be performed by means that will not damage the facilities. Any damage to existing facilities caused by the CONTRACTOR's operations shall be repaired to the satisfaction of the facility's owner at no additional cost to OWNER.
- F. Trench bottom shall be shaped to conform to pipe bells or other shape irregularities of special appurtenances.
- G. Where a trench crosses existing paved areas or roadways which have not been scheduled to be repaved on the Drawings, the paved area shall be saw cut. Ripping of pavement for trenches with excavation equipment will not be allowed.
- H. Satisfactory excavated materials shall be stockpiled until required for backfill. Stockpiles shall be placed, graded and shaped for proper drainage.
- I. Soil materials shall be located and retained away from edges of excavations.
- J. Excess and/or unsatisfactory materials shall be disposed of offsite.

END OF SECTION

SECTION 02323

BACKFILL AND COMPACTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Backfill and compaction for underground pipes and structures.

1.02 REFERENCES

- A. ASTM D1557-02 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- B. ASTM D2487-00 – Classification of Soils for Engineering Purposes.
- C. ASTM D2922-05 – Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these groups, free of rock or gravel larger than 3 inches in any dimension, debris, waste, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH and PT, or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.

PART 3 EXECUTION

3.01 PLACEMENT

- A. Material placed under and around structures shall be deposited within the lines and to the grades shown on the Drawings, making due allowance for settlement of the material. Material shall be placed on properly prepared surfaces which have been reviewed by the Engineer. If sufficient common fill material is not available from excavation on site, the Contractor shall provide borrow as may be required.

- B. If the compacted surface of any layer of material is determined to be too smooth to bond properly with the succeeding layer, it shall be loosened by harrowing or by another approved method before the succeeding layer is placed.
- C. All backfill materials shall be placed and compacted "in-the-dry". Contractor shall dewater excavated areas as required to perform the Work.

3.02 COMPACTION

- A. Backfill shall be placed in layers not to exceed twelve inches in depth as measured before compaction. Each layer shall be compacted to at least the minimum percentage of a modified proctor (ASTM D1557 / AASHTO T-180) specified in the Compaction Scheduled in paragraph 3.03.
- B. Areas adjacent to structures and other confined areas inaccessible to a vibratory roller shall be compacted with a manually operated vibratory compactor.
- C. It is the intention that the fill materials with respect to moisture be used in the condition they are excavated insofar as this is practicable. Material which is too wet shall be spread on the fill area and permitted to dry, assisted by harrowing if necessary, until the moisture content is reduced to allowable limits.
- D. If added moisture is required, water shall be applied by sprinkler tanks or other sprinkler systems which will insure uniform distribution of the water over the area to be treated and give complete and accurate control of the amount of water to be used. If too much water is added the area shall be permitted to dry before compaction is continued.
- E. Supply all hose, piping, valves, sprinklers, pumps, sprinkler tanks, hauling equipment, and all other materials and equipment necessary to place the water on the fill.

3.03 COMPACTION SCHEDULE

<u>Location</u>	<u>Minimum Compaction</u>
Under paved areas	98%
Structures	98%
Under landscaped areas	95%

3.04 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

- A. Unsuitable and surplus excavated materials become the property of the Contractor and are to be removed and disposed of off site.
- B. Suitable excavated material may be used for fill or backfill if it meets these specifications.

3.05 TESTING

- A. Allow testing laboratory to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results from previously completed Work complies with requirements.
- B. Testing agency will test compaction of soils in place according to ASTM D2922.
- C. When testing agency reports that subgrades, fills or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.06 PROTECTION

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades to specify tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

END OF SECTION

SECTION 02722

AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preparation of the subgrade.
- B. Aggregate base course for asphaltic concrete pavement.

1.02 REFERENCES

- A. AASHTO T180
- B. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010. Hereinafter referred to as the FDOT Specifications.

1.03 FIELD SAMPLES

- A. Deliver a representative load of the rock material to the site for a testing laboratory to sample. Allow sufficient time for test laboratory to analyze before commencing placement on the road. Testing laboratory will determine lab density per AASHTO T180 and the limerock bearing ratio.
- B. Representative load of rock is to remain in stockpile form throughout rock delivery so that ENGINEER can monitor quality of rock material being delivered.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Rock Base: Minimum limerock bearing ratio of 100. At least 97 percent of the material shall pass a 3-1/2 inch sieve and the material shall be graded uniformly down to dust. All crushing or breaking-up which might be necessary in order to meet such size requirement shall be done before the material is placed on the road. Material shall not contain cherty or other extremely hard pieces, or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing, or strength of the rock base.
- B. Stabilizing: Meet the requirements of Section 914 of the FDOT Specifications.

PART 3 EXECUTION

3.01 PREPARATION

- A. Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade having the required bearing value specified on the Drawings. Perform work in accordance with Section 160 of the FDOT Specifications.
- B. Compact subgrade to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T180).

3.02 EXAMINATION

- A. Verify subgrade is ready to receive base material.

3.03 PLACEMENT

- A. Spread the rock uniformly. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.
- B. After spreading of the base is completed, the entire surface shall be scarified and shaped so as to produce the exact grade and cross section after compaction. For double course base, this scarifying shall extend to a depth sufficient to penetrate slightly the surface of the first course.
- C. When the specified thickness of the rock base is greater than 6 inches, construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches.
- D. When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. If the material is deficient in moisture, water will be added and uniformly mixed in by diskings the base course to its full depth. If the material contains an excess of moisture, it shall be allowed to dry before being compacted. Wetting or drying operations shall involve manipulation of the entire width and depth of the base as a unit. As soon as proper conditions of moisture are attained, the material shall be compacted to an average density not less than ninety-eight (98) percent of the maximum density determined by AASHTO T-180.
- E. Unless otherwise directed by the ENGINEER, the surface shall be "hard-planed" with a blade grader immediately prior to the application of the prime coat to remove the thin glaze or cemented surface and to allow free penetration of the prime material. The materials planed from the base shall be removed from the base area.

3.04 FIELD QUALITY CONTROL

- A. If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact. Perform this Work at no additional expense to the OWNER.
- B. In the presence of the ENGINEER, check the finished surface of the base course with a template cut to the required crown and with a 15-foot straightedge laid parallel to the centerline of the road. Correct all irregularities greater than $\frac{1}{4}$ inch to the satisfaction of the ENGINEER by scarifying and removing or adding rock as required, and recompact the entire area.

3.05 CORRECTION OF DEFECTS

- A. If at any time the subgrade material should become mixed with the base course material, the CONTRACTOR shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
- B. If cracks or checks appear in the base, either before or after priming, which in the opinion of the ENGINEER would impair the structural efficiency of the base course, the CONTRACTOR shall remove such cracks or checks by rescarifying, reshaping, adding base material where necessary and recompact.

END OF SECTION

SECTION 02743
ASPHALT PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Materials and placement of superpave asphalt concrete.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2018. Hereinafter referred to as the FDOT Specifications.

1.03 SUBMITTALS

- A. Asphalt mix design for each asphalt type specified on the Drawings. Mix design shall include the information specified in paragraph 334-3 of the FDOT Specifications.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Primer: Provide cutback asphalt, RC-70 or RC-250 complying with FDOT Specification 916-3.
- B. Tack Coat: RA-500 meeting the requirements of FDOT Specification 916-2.
- C. Superpave Asphalt Concrete: Meets the requirements of Section 334 of the FDOT Specifications.
- D. Leveling Course: Meet the requirements of Section 330-8 of the FDOT Specifications.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Spread the asphalt mixture only when the surface upon which it is to be laid has been previously prepared, is intact, firm, and properly cured, and is dry.
- B. Verify gradients and elevations of base are correct.

- C. Do not begin paving installation without ENGINEER acceptance of the substrate.
- D. Spread the asphalt mixture only when the air temperature in the shade and away from the artificial heat is at least 40°F for layers greater than 1-inch in thickness and at least 45°F for layers 1-inch or less in thickness.

3.02 PREPARATION

- A. Clean the surface of the base or pavement to be covered of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.
- B. Where an asphalt mix is to be placed on an existing pavement or old base which is irregular, fill all depressions in the existing surface more than 1 inch deep by spot patching with a leveling course mixture, and then compact them thoroughly. Fill cracks larger than ¼ inch in width with a slurry mixture of sand and emulsion.

C. PRIMER

1. Apply primer over substrate at a uniform rate of not less than 0.15 gallon/square yard for shellrock bases and not less than 0.10 gallon/square yard for limerock bases.
2. Apply to contact surfaces of curbs, gutters, and other cement surfaces.
3. Use clean sand to blot excess primer.

D. TACK COAT

1. Apply tack coat on existing pavements that are to be overlaid.
2. Apply tack coat in accordance with manufacturer's published instructions and FDOT Specifications, Section 300-8.
3. Coat surfaces of manholes, catch basins, and steel frames with oil to prevent bond with asphalt paving. Do not tack coat these surfaces.
4. Apply tack coat at the rate of application between 0.02 to 0.08 gallons per square yard.

3.03 PLACEMENT

- A. Maintain the temperature of the mix at the time of spreading within $\pm 25^{\circ}\text{F}$ of the established mix temperature. ENGINEER will take mix temperatures at an average frequency of one per five trucks. If the temperature fails to fall within the specified tolerance range, take corrective action.
- B. Immediately cease transportation of asphalt mixtures from the plant when rain begins at

the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered.

- C. Before starting any rolling, check the surface; correct any irregularities; remove all drippings, fat sandy accumulations from the screed, and fat spots from any source and replace them with satisfactory material. When correcting a depression while the mixture is hot, scarify the surface and add fresh mixture.
- D. Compact mixture in accordance with paragraph 330-10 of the FDOT Specifications.
- E. Obtain a smooth surface on all pavement courses placed and then straightedge all intermediate and final courses with a 15-foot rolling straightedge. Furnish a 15-foot straightedge and make it available at the job site at all times during the paving operation for checking joints and surface irregularities.
- F. Produce a finished surface of uniform texture and compaction with no pulled, torn, or loosened portions and free of segregation, and streaks, sand spots, or ripples.
- G. Upon completion of final surface course ENGINEER will test finished surface with a 15-foot rolling straightedge. Correct all deficiencies in excess of 3/16-inch in accordance with paragraph 330-12 of the FDOT Specifications.
- H. ENGINEER will determine pavement thickness from the depth of core borings. The maximum allowable deficiency in thickness for pavement of a specified thickness of 2½ inches or more is ½ inch. For pavement of a specified thickness of less than 2½ inches is ¼ inch.

3.04 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for as long as required until accepted by ENGINEER.

END OF SECTION

SECTION 02765

PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Thermoplastic pavement markings.
- B. Waterborne paint pavement markings.
- C. Reflective pavement markers.

1.02 REFERENCES

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010 revision. Hereinafter referred to as the FDOT Specifications.

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with the Contract Documents in a neat and accurate manner.
- B. Equipment shall be of a type and design which will readily obtain the required uniformity of application of the pavement markings both as to thickness of coating and as to alignment.

PART 2 PRODUCTS

2.01 THERMOPLASTIC PAVEMENT MARKINGS

- A. Conform with the requirements of Section 971-5 of the FDOT Specifications.
- B. Set to bear traffic in not more than 2 minutes.

2.02 WATERBORNE PAVEMENT MARKINGS

- A. Conform to Section 971-3 of the FDOT Specifications.
- B. Set to bear traffic in not more than 2 minutes.

2.03 REFLECTIVE PAVEMENT MARKERS

- A. Conform to the requirements of Section 970 of the FDOT Specifications. Class B.

PART 3 EXECUTION

3.01 PREPARATION

- A. Do not apply markings within 5 days of pavement placement with the exception of Friction Course which is 30 days.
- B. Prior to applying pavement markings, remove any material that would adversely affect the bond.
- C. Do not apply when winds are sufficient to cause spray dust.
- D. Prior to application of thermoplastic material to Portland cement concrete surfaces, apply a two-part epoxy primer sealer recommended by the manufacturer.
- E. Establish tack points at appropriate intervals for use in aligning markings.
- F. Apply only during daylight hours and, as far as practical, shall be terminated in time to permit sufficient drying by sunset.
- G. The surface which is to be painted shall be cleaned, by compressed air or other effective means, immediately before the start of painting and shall be clean and dry when the paint is applied. Any vegetation or loose soil shall be removed from the pavement before striping begins.
- H. Thoroughly mix paint before pouring into the painting machine. No thinning of the paint in the machine will be allowed at any time. Before the start of each day's work the paint container, the connections, and the spray nozzles on the machine shall be thoroughly cleaned with paint thinner or other suitable cleaner.

3.02 APPLICATION – THERMOPLASTIC

- A. Apply thermoplastic to the pavement by extrusion.
- B. Edges of markings are to be well defined.
- C. Minimum thickness of 0.10 to 0.15 inch when measured above the pavement surface.
- D. Apply reflective glass spheres immediately behind the striping mechanism.

3.03 APPLICATION – WATERBORNE PAINT

- A. Apply paint to the pavement by spray.
- B. Edges of markings are to be well defined.

- C. Apply paint to attain a minimum wet film thickness of 15 mils.

3.04 APPLICATION – REFLECTIVE PAVEMENT MARKERS

- A. Set reflective pavement markers 1 inch to the left or right of the line.
- B. Apply the adhesive to the bonding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered.
- C. Apply sufficient adhesive to ensure that the marker is pressed down into the adhesive and adhesive will be forced around the perimeter of the marker.
- D. Immediately remove excess adhesive from the bonding surface and the external surface of the marker.

3.05 PROTECTION

- A. Do not allow traffic onto newly painted traffic stripes and markings until they are sufficiently dry to permit vehicles to cross them without damage.
- B. Warning signs shall be set up before the beginning of each operation and extra signs shall be kept well ahead of the application equipment. The equipment shall be so operated that traffic may pass safely. Warning signs are to be placed only where operations are in progress and are to be relocated as often as is necessary.
- C. Erect adequate warning signs, and take necessary precautions for the protection of the wet pavement markings and the safety of the public. Cones, rubber “Z” guards, or similar protective devices, shall be placed along the newly-painted stripe to prevent traffic from crossing the wet paint. Any such devices used shall be of a type that will not cause damage to vehicular traffic in the event that these objects are accidentally passed over.
- D. Any portions of the pavement markings damaged by passing traffic or from any other cause shall be reworked at no additional cost to the OWNER.
- E. If more than 2 percent of the reflective pavement markers fail in adhesion or alignment within the 45 days under traffic, replace all failed markers at no additional cost to the OWNER.

3.06 CORRECTIVE MEASURES

- A. Pavement markings which fail to meet the guidelines, including the permissible tolerances and the appearance requirements, are marred or damaged by traffic or from any other cause shall be corrected at no additional cost to OWNER. Drips and spattered paint shall be removed. Whenever it is necessary to remove paint it shall be done by means which will not damage the underlying surface of the pavement. When necessary to correct a

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PAVEMENT

MARKINGS

deviation which exceeds the permissible tolerance in alignment, that portion of the strip affected shall be removed and repainted in accordance with these guidelines.

- B. Misalignment, defective surfaces, and the like, shall be corrected by sandblasting or by any other type of mechanical device which will effectively remove the paint without damage to the pavement surface.

3.07 DIMENSION AND ALIGNMENT TOLERANCE

- A. No marking shall be less than the indicated width. No marking shall exceed the indicated width by more than $\frac{1}{2}$ inch.
- B. Corrections of variation in the width of, and the alignment of strips shall not be made abruptly but the stripes should be returned to the design width at the rate of at least 10 feet for each $\frac{1}{2}$ inch of correction.
- C. Where a stripe deviates from the correct alignment, as indicated by the string line, by more than one inch in any 20 foot length, it shall be obliterated and the stripe corrected.

END OF SECTION

SECTION 02770

CURBS, DRIVEWAYS AND SIDEWALKS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Portland cement concrete curbs, driveways, and sidewalks.

1.02 REFERENCES

- A. ASTM C309-03 – Liquid Membrane-Forming Compounds for Curing Concrete.
- B. ASTM D1557-02 – Laboratory Compaction Characteristics of Soil Using Modified Effort.
- C. ASTM D1751-04 – Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

1.03 SUBMITTALS

- A. Concrete mix design.

PART 2 PRODUCTS

2.01 CONCRETE

- A. 28 day minimum compressive strength of 3000 PSI. Type II Portland cement. Minimum cement content of 400 lb/cy of concrete. Maximum water cement ratio of 0.66 lb/lb. Slump range of 0-6 inches.

2.02 PRE-MOLDED JOINT FILLER

- A. Asphalt impregnated fiberboard conforming to ASTM D1751.

2.03 MEMBRANE CURING COMPOUND

- A. ASTM C309, Type 2, Class A

PART 3 EXECUTION

3.01 PREPARATION

- A. Compact subgrade to at least 98 percent of the maximum density determined by ASTM D1557 (AASHTO T180).
- B. Dampen subgrade.

3.02 PLACEMENT

- A. Place the concrete in the forms, and tamp and spade it to prevent honeycombing, and until the top of the concrete can be floated smooth and the edges rounded to the radius shown on the Drawings.

3.03 JOINTS

- A. Saw contraction joints as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins.
- B. Construct contraction joints for curb at intervals of 10 feet except where closure requires a lesser interval, but do not allow any section to be less than 4 feet in length. Construct contraction joints for sidewalks and driveways at intervals specified on the Drawings.
- C. Construct expansion joints in curb at all inlets, at all radius points, and at other locations as specified on the Drawings. Ensure that the joint is $\frac{1}{2}$ inch in width. Construct expansion joints for sidewalks and driveways at intervals and locations specified on the Drawings.

3.04 FINISHING

- A. Fill minor defects with mortar composed of one part Portland cement and two parts fine aggregate.
- B. Finish exposed surfaces while the concrete is still green.
- C. Curb is to have a brush finish.
- D. Sidewalk and driveways are to have a broom finish. Strike-off concrete perpendicular to forms.
- E. Finish the edge of driveways and sidewalks with an edging tool having a radius of $\frac{1}{2}$ inch.

3.05 CURING

- A. Continuously cure concrete for a period of at least 72 hours. Commence curing after completely finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface.
- B. Cure concrete using one of the following methods:
1. Wet Burlap: Cover entire exposed surface with wet burlap and keep it thoroughly wet throughout the curing period.
 2. Membrane Curing Compound: Apply curing compound over the entire concrete surface in a single coat continuous film at a uniform coverage rate of at least 200 square feet per gallon.
 3. Polyethylene Sheeting: Place polyethylene sheeting over the entire exposed surface of the concrete. Hold the sheeting securely in place and in continuous contact with the concrete at all times.

END OF SECTION

SECTION 02924

SODDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnishing, placing, and maintaining grass sod.

PART 2 PRODUCTS

2.01 SOD

- A. Argentine bahia grass unless noted otherwise on the Drawings. Sod need to match existing.
- B. Taken up in commercial-size rectangles, preferably 12 by 24 inch or larger. Minimum thickness of 2 inches.
- C. Sufficiently thick to secure a dense stand of live grass. Live, fresh, and uninjured, at the time of planting. Have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Free of noxious weeds and seeds. Keep shaded and moist from the time it is dug until it is planted. Plant as soon as possible after being dug. No sod that has been cut for more than 72 hours shall be used.

2.02 STAPLES

- A. Black iron wire not smaller than 14 gauge, and bent from a length of wire at least 25 inches long into a "U" with 1-inch width at the crown.

2.03 WATER

- A. Free of excess and harmful chemicals, acids, alkalies, or any substance that is harmful to plant growth.

PART 3 EXECUTION

3.01 PREPARATION OF GROUND

- A. Scarify or loosen areas requiring sod to a depth of 6 inches.
- B. Remove all loose rock, woody material, and other obstructions that will interfere with sodding.

- C. Eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual.
- D. Limit preparation to those areas that can be sodded within 72 hours after preparation.
- E. ENGINEER to review finished grading prior to placement of sod.
- F. Prior to sodding, thoroughly water areas and allow water to percolate into soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

3.02 PLACING SOD

- A. Place sod immediately after ground preparation.
- B. Do not sod when weather and soil conditions are unsuitable for proper results.
- C. Do not place sod on eroded or washed out sites.
- D. Place sod on prepared surface, with edges in close contact. Do not stretch or overlap sod pieces.
- E. Lay sod strips in a staggered pattern with snug, even joints. All joints shall be butted tight to prevent voids.
- F. Place sod to the edge of all paving and shrub areas and 1 inch below adjoining pavement.
- G. Place sod parallel with the roadway.
- H. Roll or tamp sod to insure solid contact of root mat and soil surface.
- I. Where sodding in drainage ditches, the soil shall be evenly graded to a line 2 inches below the elevation shown on the Drawings. Stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a feather edge effect.
- J. When slopes are greater than 3:1, securely anchor sod to the soil by pinning with staples. Pin every 3 feet along each strip of sod.

3.03 WATERING

- A. Thoroughly water sod immediately after placing. Provide a minimum of $\frac{1}{2}$ inch of water.
- B. The rate of application for irrigation water shall not exceed $\frac{3}{4}$ inch per hour and the distribution pattern will not be such as to create an erosive condition at the site.

- C. Keep sod in a moist condition until Substantial Completion.

3.04 MAINTENANCE

- A. Maintain sodded areas in a condition satisfactory to the ENGINEER until Substantial Completion. This includes, but is not limited to, watering, weeding, mowing, and repair of washed or eroded areas.

END OF SECTION

SECTION 03010
CONCRETE WORK

PART 1 - GENERAL

1.00 RELATED DOCUMENTS

General and Supplementary Conditions apply to the work specified in this Section.

1.01 THIS WORK INCLUDES

Concrete work as shown on the plans.

1.02 QUALITY ASSURANCE

A. Codes and Standards - Latest Editions

Comply with the provisions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:

- 1) ACI 301 "Specifications for Structural Concrete for Buildings."
- 2) ACI 311 "Recommended Practice for Concrete Inspection."
- 3) ACI 318 "Building Code Requirements for Reinforced Concrete."
- 4) ACI 347 "Recommended Practice for Concrete Formwork."
- 5) ACI 304 "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete."
- 6) Concrete Reinforcing Steel Institute, "Manual of Standard Practice."
- 7) Florida Department of Transportation, Latest Edition, Section 520, 522 and 525.
- 8) ACI 302 "Guide for Concrete Floor & Slab Construction".
- 9) ACI 305 "Hot Weather Concreting".

B. Workmanship

The Contractor is responsible for correction of concrete work which does not conform to the specified requirements, including strength, tolerances and finishes.

C. Laboratory Test Reports; Concrete Work

Submit two (2) copies of laboratory test reports for concrete materials and mix

design test as specified.

PART 2 - PRODUCTS

2.00 FORM MATERIALS

A. Forms for Exposed Finish Concrete

Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without bow or deflection.

B. Forms for Unexposed Finish Concrete

Form concrete surfaces which will be unexposed in finished structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

C. Form Coatings

Provide commercial formulation form-coating compounds that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

D. Form Ties

- 1) Provide factory-fabricated, adjustable-length, removable or snap off metal form ties, designed to prevent form deflection and to prevent spilling of concrete surfaces upon removal.
- 2) Unless otherwise shown, install ties so portion remaining within concrete after removal is at least 1-1/2" inside concrete.
- 3) Unless otherwise shown, provide form ties which will not leave holes larger than 1" diameter in concrete surface.

E. Inserts

- 1) Provide metal inserts for anchorage of materials to concrete construction, not supplied by other trades and as required for the work.
- 2) Adjustable wedge inserts of malleable cast iron shall be complete with bolts, nuts and washers; 3/4" bolt size unless otherwise indicated.
- 3) Threaded inserts of malleable cast iron shall be furnished complete with full-depth bolts; 3/4" bolt size, unless otherwise indicated.

2.01 REINFORCING MATERIALS

A. Reinforcing Bar

- 1) ASTM A 615, Grade 60 deformed. Fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with CRSI "Manual of Standard Practice." In case of fabricating errors, do not rebend or straighten reinforcement in a manner that will injure or weaken the material. Reinforcement with any of the following defects will not be permitted in the work:
 - a) Bar lengths, depths and bends exceeding CRSI fabricating tolerances.
 - b) Bends or kinks not indicated on drawings or final shop drawings.
 - c) Bars with reduced cross section due to excessive rusting or other cause.

B. Supports for Reinforcement

- 1) Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and welded wire fabric in place. Use wire bar type support complying with CRSI recommendations, unless otherwise indicated. Wood, brick and other devices will not be acceptable.
- 2) For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

2.02 CONCRETE MATERIALS

A. Portland Cement

- 1) ASTM C 150, Type 1 or Type II, unless otherwise acceptable to Engineer.
- 2) Use only one brand of cement throughout the project, unless otherwise acceptable to engineer.

B. Normal Weight Aggregates

- 1) ASTM C 33, and as herein specified. Provide aggregates from a single source for all exposed concrete.

C. Water

- 1) Clean, fresh, potable.

D. Admixtures

- 1) All admixtures shall be reported with proportions of mix per manufacturer's specification.

- 2) HRWR (Superplasticizer): ASTM C-494 Type F/G.
 - 3) Air-Entraining Admixture: ASTM C 260.
 - 4) Water-Reducing and Retarding Admixture: ASTM C 494, Type A, B or D.
 - 5) Calcium chloride will not be permitted in concrete.
- E. FLYASH ASTM C-618 Class F (25% Mx. cement replacement).

2.03 RELATED MATERIALS

- A. Moisture-Retaining Cover
- 1) One of the following, complying with ASTM C 171.
 - a) Waterproof paper.
 - b) Polyethylene film.
 - c) Polyethylene-coated burlap.
- B. Curing Compounds
- 1) All Concrete Work Construction:
 - a) Liquid type membrane-forming curing compound complying with ASTM C 309, Type I Class A.

2.04 PROPORTIONING AND DESIGN OF MIXES

- A. Normal Weight Concrete
- 1) Prepare design mix for type and strength of concrete in accordance with applicable provisions of ACI 221.1 and ACI 318, Chapter 4.
 - 2) Recommended design mixes to provide normal weight with the following properties, as indicated on drawing and schedules:
- B. Cast-in-place concrete excluding cast-in-place sheet piles and bulkhead cap (See No. 2. below).
- 1)

Class of concrete	A
Minimum compressive strength at 28 days	3000 psi
Minimum sacks of cement per cubic yard	5.50
maximum water-cement ratio	0.58

2)	fc	4000
	Maximum water/cement	0.35
	Cement	ASTM C150I/II
	ASH	ASTM C618 Class F (25% Max.)
	Aggregate Course and fine	ASTM C-33
	Addmixture AEA	ASTM C-260
	Addmixture Retarder	ASTM C-494 Type D
	Addmixture	HRWR ASTM C-494 Type F/G
	Water	ASTM C-94
	Slump	8" Maximum
	Air	3% ± 1.5%
	Corrosion Inhibitor Master Builder	Rheocrete 222

C. Adjustment to Concrete Mixes

- 1) Mix design adjustments may be requested by the Contractor when characteristics of materials, use of admixtures, job conditions, method of placement, weather, test results, or other circumstances warrant, at no additional cost to the Owner and as approved by the Engineer. Laboratory test data for revised mix design and strength results must be submitted to and approved by the Engineer before using in the work.

D. Slump Limits

Proportion and design mixes to result in concrete slump at the point of placement as follows:

	Maximum	Minimum
Mass Concrete	3	1
Plain Concrete	4	2
Reinforcement Concrete	5	3
Concrete with HRWR	8	5

2.05 CONCRETE MIXING

A. Ready-Mix Concrete

- 1) Comply with the requirements of ASTM C-94, and as specified.
- 2) During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C-94 may be required.
 - a) When the air temperature is between 85° F and 90° F, reduce the mixing and delivery time to 75 minutes, and when the air temperature is above 90° F, reduce the mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.00 FORMS

- A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by the concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
- B. Construct forms complying with ACI 347. Provide for openings, offsets, sinkages, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joint to prevent leakage of cement paste.
- C. Form Ties
 - 1) Factory fabricated, adjustable length, removable or snap-off metal form ties, designed to prevent form deflection, and to prevent spilling concrete surfaces upon removal.
 - 2) Unless otherwise shown, provide ties so portion remaining within concrete removal is at least 1-1/2" inside concrete.
 - 3) Unless otherwise shown, provide form ties, which will not leave holes larger than 1" diameter in concrete surface.
- D. Provisions for Other Trades
 - 1) Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings from trades providing such items. Accurately place and securely support items built into forms.
- E. Cleaning and Tightening
 - 1) Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Retighten forms after concrete placement if required to eliminate mortar leaks.
- F. Edge Forms and Screed Strips for Slabs
 - 1) Set edge forms for bulkheads and intermediate screed strips for slabs to obtain the required elevations and contours in the finished slab surface. Provide and secure units sufficiently strong to support the types of screed strips by the use of strike-off templates or accepted compacting type screeds.
- G. Preparation of Form Surfaces
 - 1) Coat the contact surface for forms with a form-coating compound before

reinforcement is placed.

- 2) Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of the form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- 3) Coat steel forms with non-staining, rust preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.01 PLACING REINFORCEMENT

- A. General - Comply with the specified codes and standards, and Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.
- B. Clean reinforcement of loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacing, and hangers, as required.
- D. Place reinforcement to obtain at least the minimum coverages for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete, not toward exposed concrete surfaces.
- E. Do not place reinforcing bars more than 3" beyond the last leg of continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
- F. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- G. Splice reinforcement by lapping ends, placing bars in contact, and tightly wire tying. Comply with requirements of ACI 318 for minimum laps of spliced bars.

3.02 JOINTS

- A. General: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of concrete.
- B. Contraction Joints: Provide contraction joints, sectioning concrete into areas as shown on drawings. Construct contraction joints for a depth equal to at least 1/4 concrete thickness, as follows:

Sawed Joints: Form weakened-plan joints using powered saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded or otherwise damaged by cutting action.

Expansion Joints (ExpJt): Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated. Revise spacing of expansion joints to suit project.

C. Construction Joints:

- 1) Place construction joints at the end of pours and at locations where placement operations are stopped for a period of more than 1/2-hour, except where such pours terminate at expansion joints.
- 2) Locate and install construction joints, as indicated on the drawings so as not to impair the strength and appearance of the structure, as acceptable to the Engineer.
- 3) Provide keyways, at least 1 1/2" deep in construction joints in walls, slabs and between walls and footing.

3.03 EMBEDDED ITEMS

General:

Set and build into the work, anchorage devices and other embedded items required for other work that is attached or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto. All hardware used to attach or embed devices into concrete is to be stainless steel.

3.04 CONCRETE PLACEMENT

A. General:

- 1) Place concrete in compliance with the practice and recommendations of ACI 304, and as herein specified. No water shall be added to the concrete after initial mixing, unless approved by Engineer's jobsite representative.
- 2) Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness with the section. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation due to rehandling or flowing. Do not subject concrete to any procedure which will cause segregation.

- 3) Screed concrete which is to receive other construction to the proper level to avoid excessive skimming or grouting.
- 4) Do not use concrete which becomes non-plastic and unworkable, or does not meet the required quality control limits, or which has been contaminated by foreign materials. Do not use retempered concrete. Remove rejected concrete and dispose of at approved off-site location.

B. Placing Concrete Slabs:

- 1) Deposit and consolidate concrete slabs in a continuous operation, within the limits of construction joints, until the placing of a panel or section is completed.
- 2) Bring slab surface to the correct level with a straight-edge and strike-off. Use bull floats or other acceptable methods to smooth the surface, leaving it free of humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.
- 3) Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners. Maintain reinforcing in the proper position during concrete placement operations.

C. Hot Weather Placing:

- 1) When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
- 2) Cool ingredients before mixing to maintain concrete temperature at time of placement below 95° to 100° F. Mixing water may be chilled, or chopped ice may be used to control the concrete temperature, provided the water equivalent of the ice is calculated to the total amount of mixing.
- 3) Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
- 4) Wet forms thoroughly before placing concrete.

D. Bonding:

- 1) Roughen surfaces of set concrete at all joints, except where bonding is obtained by use of concrete bonding agent, and clean surfaces of laitance, coatings, loose particles, and foreign matter. Roughen surfaces a manner to expose bonded aggregate uniformly and to not leave laitance, loose particle of aggregate, or damaged concrete at the surface.
- 2) Prepare for bonding of fresh concrete to new concrete that has set but is not fully cured, as follows:

- a) At joints between walls or columns and beams or slabs they support, and elsewhere unless otherwise specified herein, dampen, but do not saturate, the roughened and cleaned surface of set concrete immediately before placing fresh concrete.

3.05 FINISH OF FORMED SURFACES

Rough Form Finish:

For formed concrete surfaces not exposed to view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having the texture imparted by the form facing material used with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

3.06 CURING AND PROTECTION

A. General:

Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening. Start curing as soon as free water has disappeared from concrete surface after placing and finishing. Keep continuously moist for not less than 72 hours. Continue curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of curing period.

B. Curing Method:

- 1) Provide moisture-retaining cover as follows:

- a) Cover concrete surface with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape of adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3.07 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work may be removed after cumulatively curing at not less than 50°F for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

3.08 MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

- 1) Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Curbs:

- 1) Provide monolithic finish to interior curbs by stripping form while concrete is still green and steel-troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.

3.09 CONCRETE SURFACE REPAIRS

A. Patching Defective Areas:

- 1) Repair and patch defective areas with cement mortar immediately after removal of forms, as specified herein.
- 2) Cut out honeycomb, rock pockets, voids over 1/4" in any dimension, and holes left by tie rods and bolts, down to solid concrete, but in no case to a depth of less than 1". Make edges of cuts perpendicular to the concrete surface. Before placing cement mortar or proprietary patching compound, thoroughly clean, dampen with water and brush-coat the area to the patched with neat cement grout, or proprietary bonding agent.

B. Repair of Formed Surfaces:

- 1) Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning.
- 2) Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.
- 3) Repair concealed formed surfaces, where possible, that contain defects that adversely affect the durability of the concrete. If defects cannot be repaired, remove and replace the concrete.

C. Repair of Unformed Surfaces:

- 1) Test unformed surfaces, such as monolithic slabs, for smoothness and to verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having the required slope.
- 2) Repair finished unformed surfaces that contain defects which adversely affect durability of concrete. Surface defects, as such, include crazing,

cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spilling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.

- 3) Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
- 4) Correct low areas in unformed surfaces during or immediately after completion or surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to the Engineer.
- 5) Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cur-out holes to sound concrete and clean of dust, dirt and loose particles. Dampen cleaned concrete surfaces and brush with neat cement grout coating or concrete bonding agent. Mix dry-pack, consisting of one part portland cement to 2 1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
- 6) Use epoxy-based mortar for structural repairs, where directed by Engineer.
- 7) Repair methods not specified above may be used, subject to acceptance by the Engineer.

3.10 QUALITY CONTROL TESTING DURING CONSTRUCTION

A. General:

- 1) The Contractor shall include in this bid the cost of all testing laboratory work and transportation to the laboratory of all samples required herein. The Contractor shall submit the name of the testing laboratory they propose to use to the Engineer for approval at least ten days before testing on material starts.
- 2) Sampling and testing for quality control during the placement of concrete shall include the following:
 - a) Slump: ASTM C 143; One test each 50 yards or when an apparent change in consistency is observed.
 - b) Air Content: ASTM C 231 pressure for normal weight concrete; one for each set of compressive strength test specimens.
 - c) Concrete Temperature: Test hourly when air temperature is 40°F and below or 80°F and above, and each time a set of compressive test specimens are made.

- d) Compressive Tests Specimen: ASTM C 31; one set of five (5) standard cylinders for each compressive strength test.
- e) Compressive Test Specimen: ASTM C 39; one set each 50 cy.yd. or fraction thereof, of each concrete class placed in any one day or for each 1,000 sq.ft. of surface area placed; 1 specimen tested at 3 days; 1 specimen tested at 7 days, 3 specimens tested at 28 days, and one specimen retained in reserve for later testing, if required.
- f) Test results will be reported in writing to the Engineer, Ready-Mix supplier, and the Contractor on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for 3-day test, 7-day tests, and 28-day tests.
- g) Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate the specified concrete strength and other characteristics have not been attained in the structure, as directed by the Engineer. The testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Contractor shall pay for such tests conducted, and any other additional testing as may be required, when unacceptable concrete is verified.
- h) Defective Work: Concrete work which does not conform to the specified requirements, including strength, tolerances and finishes, shall be corrected at the Contractor's expense, without extension of time therefore. The Contractor shall be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.

END OF SECTION

SECTION 03100
CONCRETE FORMWORK

PART 1 - GENERAL

1.01 SCOPE

Except as otherwise specified, the work shall consist of performing all formwork and related items for all cast-in-place concrete work indicated on the drawings, specified in this section and Section 03310.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- | | | |
|----|----------------------------|---------------|
| A. | Definitions and Standards: | Section 01068 |
| B. | Concrete Work | Section 03010 |
| C. | Cast-in-Place Concrete: | Section 03310 |

PART 2 - PRODUCTS

2.01 FORMS

- A. Steel Forms

Material shall meet the requirements of Paragraph 3.01.

- B. Wood Forms

Wood forms shall be constructed of lumber or plywood. For exposed concrete surfaces, use dressed uniform thickness lumber or plywood with surfaces free from defects or irregularities. For non-exposed concrete surfaces and rough work, undressed lumber or plywood may be used.

2.02 FORM TIES

Shall be an approved type or removable bolts or rods. Ties shall have an adequate working strength and be of a type to adjust to the length required. Wire ties will not be permitted.

PART 3 - EXECUTION

3.01 CONSTRUCTION OF FORMS

- A. Construct forms to slopes, lines and dimensions shown, plumb and straight,

securely braced and shore forms to prevent displacement and to properly support construction loads. Provide access openings for cleaning and inspecting forms and reinforcement prior to depositing concrete. Do not coat forms with material that will stain or cause injury to exposed concrete surfaces. Keep wood forms wet. Forms shall be constructed for easy removal without damage to concrete. Lumber once used in forms shall have nails removed and the surfaces cleaned before reuse.

- B. Joints shall be tight and leak proof and arranged vertically or horizontally to conform to the pattern of the design.
- C. Forms placed in successive units for continuous surfaces shall be fitted to accurate alignment so that the completed surface shall be smooth and free from irregularities.
- D. For long spans, where intermediate supports are not possible, the anticipated deflection in the forms due to the weight of the fresh concrete shall be accurately considered in the form design so the finished concrete members will have true surfaces conforming accurately to the desired lines, planes and elevations.
- E. Unless otherwise required by building code, or if tremies are not to be used, openings in sides of forms shall be used to limit the free fall of concrete to 4 feet.
- F. All foundation and footing sides shall be formed.
- G. All supporting forms and shoring shall have sufficient strength stiffness, bracing and stability to properly support all construction loads without excessive deflection.
- H. Concrete shall not be placed in any form until inspected and approved by Engineer.

3.02 FORM TIES

- A. Form ties shall be of an approved type. Ties used for exposed concrete surfaces shall be of a type approved by Engineer. Ties shall be of such type that any metal remaining in place will not be closer than 1-1/2 inches to the concrete surface.
- B. Ties shall not be fitted with any lugs, cones, washers or other device to act as a spreader within the forms of an other purpose which will leave a hole or depression larger than 7/8 inch in diameter or a depression back of the exposed surface of the concrete.
- C. Ties that are to be removed shall be coated with cup grease or other approved material to facilitate removal.
- D. Holes remaining from bolts or tie rods shall be filled solid with cement mortar. Holes passing entirely through the wall or beam shall be filled from inside face with a device that will force the mortar through to the outside face using a stop held at the outside wall surface to assure complete filling. Holes which do not pass entirely through the walls shall be packed thoroughly full. All excess mortar at the face of filled holes shall be struck off flush.

3.03 WETTING AND OILING FORMS

The inside surface of wood board forms shall be soaked with clean water prior to placing concrete. Except as otherwise specified, plywood or metal forms shall be treated with an approved form of oil or lacquer. If oil is used, all excess oil shall be wiped off with rags to leave the surface of the forms just oily to the touch.

3.04 INSERTS AND FASTENING DEVICES IN FORMWORK

- A. Provide for installation of inserts, conduit, pipe or duct sleeves, drains, hangers, metal ties, anchors, bolts, angle guards, dowels, anchor slots, nailing strips, blocking, grounds and other fastening devices required for attachment of other work. Properly locate in cooperation with other trades and secure in position before concrete is placed. See drawings and other sections of specifications for extent, locations and details of items to be embedded or placed in concrete.
- B. All sleeves, chases, inserts, lifting devices, etc. which are provided and placed in the forms shall be maintained in position and protected until the concrete work is completed. Lifting devices shall be anchored to the main reinforcing bars.

3.05 REMOVAL OF FORMS

- A. Forms shall be removed, in accordance with requirements of the ACI Building Code Requirements for Reinforced Concrete, without damage to concrete and in manner to insure complete safety of the structure. Leave shoring in place until concrete member will safely support its own weight plus any live loads that may be placed upon it. Reshore all members as required by conditions to properly and adequately carry all construction loads.
- B. Upon removal of forms the Engineer shall be notified by the Contractor in order that an inspection of the newly stripped surfaces can be made.
- C. Upon approval by Engineer, freshly stripped surface shall be patched and concrete rubbed out within 24 hours.
- D. All temporary bracing, shoring and re-shoring as required for in place concrete shall be provided.
- E. Face forms or non-supporting forms may be removed within 24 hours after placement of concrete.
- F. Supporting forms shall not be removed until the in-place concrete has reached 70% of the specified design strength except the bridge slabs shall reach 100% design strength, but in no event until seven days after concrete placement, without approved concrete cylinder breaks.

END OF SECTION

CONCRETE REINFORCEMENT

1.01 SCOPE

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

Section 03010

Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" Sections 415 and 416, latest edition, American Concrete Institute Code.

- A. Acceptable Manufacturers: Regularly engaged in manufacture of steel bar reinforcing.
- B. Installer Qualifications
 - 1. Three years experience in installation of steel bar reinforcing.
 - 2. Welders qualified in accordance with AWS D12.1-72.
- C. Test Agency: Independent testing lab licensed by State of Florida.
- D. Requirements of Regulatory Agencies: Conform to requirements of City of West Palm Beach Building Code, and American Concrete Institute Code.
- E. Allowable Tolerances (Reinforcing Steel): Allowable tolerance for fabrication, placement and handling shall be in accordance with the plans and the Reference Specification.
- F. Source Quality Control: Mill test certificates identifying chemical and physical analysis of each load of reinforcing steel delivered.

Shop Drawings

- A. Show sizes and dimensions for fabrication and placing of reinforcing steel bar supports.

- B. Indicate bar schedules, stirrup spacing and diagrams of bent bars.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project or precasting site in bundles or rolls marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforcing steel shall conform to ASTM A-615, Grade 60.
- B. Prestressing strands shall conform to ASTM A-416, Grade 270, Low Relaxation.
- C. All reinforcing steel is to be epoxy-coated and conform to ASTM A-775 and Florida Department of Transportation specifications.
- D. Wire mesh shall conform to ASTM A-185.
- E. Reinforcement
 - 1. Reinforcing bars - All reinforcing bars shall be deformed, except that plain bars may be used for spirals. Reinforcing bars shall be the grades required by the Contract Documents and shall conform to one of the following specifications:
 - a. ASTM A-615 including supplementary requirement S1.
 - b. ASTM A-616, except that all bars shall be bend tested and shall meet the bend test requirements for axle-steel reinforcing bars, ASTM A-617, Grade 60; and the bar markings rolled into the surface of the bars shall include the letter R to designate rail steel meeting these requirements.
 - c. ASTM A-617.
 - d. ASTM A-706.
 - 2. Epoxy-coated reinforcing bars - Epoxy-coated reinforcing bars shall conform to ASTM A-775 and FDOT specifications.
 - 3. Bar mats
 - a. Bar mats shall conform to ASTM A-184 and shall be fabricated from reinforcing bars that conform to Item 2.01.

- b. Bar mats shall be fabricated from epoxy-coated reinforcing bars. Metal clips shall be epoxy-coated. Non-metallic clips may be used. Coating damage at the clipped or welded intersections shall be repaired in accordance with Item 3.01-D.
- F. Fabrication: All reinforcement shall be bent cold unless otherwise permitted by the Engineer.
- G. Placing (Field Installation)
 - 1. Epoxy-coated reinforcing bars supported from formwork shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated. In walls having epoxy-coated reinforcing bars, spreader bars unless otherwise specified by the Engineer, shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of approved corrosion-resistant materials.
 - 2. Patch material and repair methods - Epoxy-coated reinforcing bars shall be fastened with nylon-epoxy, or plastic-coated tie wire, or other acceptable materials.

Splices for reinforcing bars shall be made only as required or permitted by the Contract Documents, or as authorized by the Engineer.

 - a. Welded splices - When required or permitted, all welding of reinforcing bars shall conform to AWS D1.4. Unless otherwise permitted, welding of crossing bars (tack welding) for assembly of reinforcement is prohibited.
 - b. Suitable ventilation shall be provided when welding epoxy-coating reinforcing bars.
 - c. After completion of welding on epoxy-coated reinforcing bars, coating damage shall be repaired in accordance with Item 3.01-D. All welds, and all steel splice members when used to splice bars, shall be coated with the same material used for repair for coating damage.
 - d. Mechanical Connections - When required for permitted, mechanical connections shall be installed in accordance with approved splice device manufacturer's recommendations.
 - e. After installing mechanical connections on epoxy-coated reinforcing bars, coating damage shall be repaired in accordance with Item 3.01-D. All parts of mechanical connections used on coated bars, including steel splice sleeves, bolts, and nuts shall be coated with the same materials used for repair of coating damage.
 - 2. Reinforcing bars partially embedded in concrete shall not be field bent,

except as indicated on the Contract Documents or permitted by the Engineer. When heat is used to field bend epoxy-coated reinforcing bars, suitable ventilation shall be provided. When epoxy-coated reinforcing bars are field bent, coating shall be repaired in accordance with Item 3.01-D.

3. Unless permitted by the Engineer, reinforcing bars shall not be cut in the field. When epoxy-coated reinforcing bars are cut in the field, the ends of the bars shall be coated with the same material used for repair of coating damage.
4. Epoxy-coated reinforcing bars - Equipment for handling epoxy-coated bars shall have protected contact areas. Bundles of coated bars shall be lifted at multiple pick-up points to minimize bar-to-bar abrasion from sags in the bundles. Coated bars or bundles of coated bars shall not be dropped or dragged. Coated bars shall be stored on protective cribbing. Fading of the color of the coating shall not be the cause for rejection of epoxy-coated reinforcing bars. Coating damage due to handling, shipment and placing need not be repaired in cases where the damaged area is 0.1 square inches or smaller. Damaged areas larger in accordance with Item 3.01-D. The maximum amount of damage including repaired and unrepaired areas shall not exceed 2 percent of the surface area of each bar.

2.02 FABRICATION

In accord with CRSI Manual of Standard Practice.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Concrete coverage reinforcing steel shall be in strict accordance with the clearances shown on the plans. All reinforcing steel placed against the ground shall have a concrete coverage of 3 inches. The use of proper reinforcing steel support chairs or other supports will be required to rigidly locate the reinforcement within the concrete at the dimensions shown on the plans. No concrete will be placed until all steel is rigidly secured in its proper position.
- B. Placing of all reinforcing steel shall be in accordance with latest American Concrete Institute Codes.
- C. Unless otherwise shown on the plans, the minimum overlap for a lapped splice shall be in accordance with the following schedule. Lapped splices shall be made only at locations approved by the Engineer.

Tension Laps Splices Grade 60 Bars

$f'_c = 3400$ psi

$f'_c = 5500$ psi

#3 dia. 15"

#3 dia. 15"

#4 dia. 20"

#4 dia. 20"

#5 dia. 26"

#5 dia. 26"

#6 dia. 33"

#6 dia. 31"

#7 dia. 45"

#7 dia. 36"

#8 dia. 59"

#8 dia. 46"

- D. Coating damage during fabrication, transportation forming and placing operations shall be repaired in accordance with FDOT Standard Specifications, Latest Edition, Section 416 (Epoxy Coating of Bar Reinforcement).

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 SCOPE

The work shall consist of fabricating and placing all concrete reinforcement as required for concrete construction in accordance with the details shown on the Drawings.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

Concrete Work

Section 03010

1.03 REFERENCE SPECIFICATION

Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" Sections 415 and 416, latest edition, American Concrete Institute Code.

1.04 QUALITY ASSURANCE

- A. Acceptable Manufacturers: Regularly engaged in manufacture of steel bar reinforcing.
- B. Installer Qualifications
 - 1. Three years experience in installation of steel bar reinforcing.
 - 2. Welders qualified in accordance with AWS D12.1-72.
- C. Test Agency: Independent testing lab licensed by State of Florida.
- D. Requirements of Regulatory Agencies: Conform to requirements of City of West Palm Beach Building Code, and American Concrete Institute Code.
- E. Allowable Tolerances (Reinforcing Steel): Allowable tolerance for fabrication, placement and handling shall be in accordance with the plans and the Reference Specification.
- F. Source Quality Control: Mill test certificates identifying chemical and physical analysis of each load of reinforcing steel delivered.

1.05 SUBMITTALS

Shop Drawings

- A. Show sizes and dimensions for fabrication and placing of reinforcing steel bar supports.

- B. Indicate bar schedules, stirrup spacing and diagrams of bent bars.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project or precasting site in bundles or rolls marked with metal tags indicating bar size and length.
- B. Handle and store materials to prevent contamination.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Reinforcing steel shall conform to ASTM A-615, Grade 60.
- B. Prestressing strands shall conform to ASTM A-416, Grade 270, Low Relaxation.
- C. All reinforcing steel is to be epoxy-coated and conform to ASTM A-775 and Florida Department of Transportation specifications.
- D. Wire mesh shall conform to ASTM A-185.
- E. Reinforcement
 - 1. Reinforcing bars - All reinforcing bars shall be deformed, except that plain bars may be used for spirals. Reinforcing bars shall be the grades required by the Contract Documents and shall conform to one of the following specifications:
 - a. ASTM A-615 including supplementary requirement S1.
 - b. ASTM A-616, except that all bars shall be bend tested and shall meet the bend test requirements for axle-steel reinforcing bars, ASTM A-617, Grade 60; and the bar markings rolled into the surface of the bars shall include the letter R to designate rail steel meeting these requirements.
 - c. ASTM A-617.
 - d. ASTM A-706.
 - 2. Epoxy-coated reinforcing bars - Epoxy-coated reinforcing bars shall conform to ASTM A-775 and FDOT specifications.
 - 3. Bar mats
 - a. Bar mats shall conform to ASTM A-184 and shall be fabricated from reinforcing bars that conform to Item 2.01.

- b. Bar mats shall be fabricated from epoxy-coated reinforcing bars. Metal clips shall be epoxy-coated. Non-metallic clips may be used. Coating damage at the clipped or welded intersections shall be repaired in accordance with Item 3.01-D.
- F. Fabrication: All reinforcement shall be bent cold unless otherwise permitted by the Engineer.
- G. Placing (Field Installation)
 - 1. Epoxy-coated reinforcing bars supported from formwork shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable materials. Wire bar supports shall be coated reinforcing bars. Reinforcing bars used as support bars shall be epoxy-coated. In walls having epoxy-coated reinforcing bars, spreader bars unless otherwise specified by the Engineer, shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of approved corrosion-resistant materials.
 - 2. Patch material and repair methods - Epoxy-coated reinforcing bars shall be fastened with nylon-epoxy, or plastic-coated tie wire, or other acceptable materials.

Splices for reinforcing bars shall be made only as required or permitted by the Contract Documents, or as authorized by the Engineer.

- a. Welded splices - When required or permitted, all welding of reinforcing bars shall conform to AWS D1.4. Unless otherwise permitted, welding of crossing bars (tack welding) for assembly of reinforcement is prohibited.
 - b. Suitable ventilation shall be provided when welding epoxy-coating reinforcing bars.
 - c. After completion of welding on epoxy-coated reinforcing bars, coating damage shall be repaired in accordance with Item 3.01-D. All welds, and all steel splice members when used to splice bars, shall be coated with the same material used for repair for coating damage.
 - d. Mechanical Connections - When required for permitted, mechanical connections shall be installed in accordance with approved splice device manufacturer's recommendations.
 - e. After installing mechanical connections on epoxy-coated reinforcing bars, coating damage shall be repaired in accordance with Item 3.01-D. All parts of mechanical connections used on coated bars, including steel splice sleeves, bolts, and nuts shall be coated with the same materials used for repair of coating damage.
- 2. Reinforcing bars partially embedded in concrete shall not be field bent,

except as indicated on the Contract Documents or permitted by the Engineer. When heat is used to field bend epoxy-coated reinforcing bars, suitable ventilation shall be provided. When epoxy-coated reinforcing bars are field bent, coating shall be repaired in accordance with Item 3.01-D.

3. Unless permitted by the Engineer, reinforcing bars shall not be cut in the field. When epoxy-coated reinforcing bars are cut in the field, the ends of the bars shall be coated with the same material used for repair of coating damage.
4. Epoxy-coated reinforcing bars - Equipment for handling epoxy-coated bars shall have protected contact areas. Bundles of coated bars shall be lifted at multiple pick-up points to minimize bar-to-bar abrasion from sags in the bundles. Coated bars or bundles of coated bars shall not be dropped or dragged. Coated bars shall be stored on protective cribbing. Fading of the color of the coating shall not be the cause for rejection of epoxy-coated reinforcing bars. Coating damage due to handling, shipment and placing need not be repaired in cases where the damaged area is 0.1 square inches or smaller. Damaged areas larger in accordance with Item 3.01-D. The maximum amount of damage including repaired and unrepaired areas shall not exceed 2 percent of the surface area of each bar.

2.02 FABRICATION

In accord with CRSI Manual of Standard Practice.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Concrete coverage reinforcing steel shall be in strict accordance with the clearances shown on the plans. All reinforcing steel placed against the ground shall have a concrete coverage of 3 inches. The use of proper reinforcing steel support chairs or other supports will be required to rigidly locate the reinforcement within the concrete at the dimensions shown on the plans. No concrete will be placed until all steel is rigidly secured in its proper position.
- B. Placing of all reinforcing steel shall be in accordance with latest American Concrete Institute Codes.
- C. Unless otherwise shown on the plans, the minimum overlap for a lapped splice shall be in accordance with the following schedule. Lapped splices shall be made only at locations approved by the Engineer.

Tension Laps Splices Grade 60 Bars

$f'_c = 3400$ psi

$f'_c = 5500$ psi

#3 dia. 15"

#3 dia. 15"

#4 dia. 20"

#4 dia. 20"

#5 dia. 26"

#5 dia. 26"

#6 dia. 33"

#6 dia. 31"

#7 dia. 45"

#7 dia. 36"

#8 dia. 59"

#8 dia. 46"

- D. Coating damage during fabrication, transportation forming and placing operations shall be repaired in accordance with FDOT Standard Specifications, Latest Edition, Section 416 (Epoxy Coating of Bar Reinforcement).

END OF SECTION

SECTION

DHES REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PART I - GENERAL

1.1 SECTION INCLUDES:

- A. All pertinent documents associated with the Project. Form explains the requirements for this federally funded project.
- B. Completion of sections of this form as noted and required.
- C. Palm Beach County will provide a Wage Decision for this project to meet Federal Labor Standards.

END OF SECTION

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**PROJECT NAME:****Village of Palm Springs - Park Connector Pathways Ph2**

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

1. General Requirements:

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. Forms for the successful bidder, to be submitted after contract award:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement

4. Reports to be submitted to DHES by Subrecipient/ Contractor after contract award:

- Contract Award Report (HUD Form 2516) to be submitted as follows:
 - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - with the final payment request
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

5. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

Wage Decision(s) No.:**FL20210182 Mod 0, Highway 1/1/2021**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with what-ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

1. BID GUARANTEE

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashiers check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. PERFORMANCE BOND

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. PAYMENT BOND

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

LEAD-BASED PAINT POISONING PREVENTION ACT

References: - 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

* * * * *

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is _____ of _____, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, _____, personally appeared _____ who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____
who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__ by

_____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

Commission No. _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address: _____

Signature

Name and Title

Date

WORKFORCE PROJECTION**PROJECT NAME:**

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☐ Asphalt Distributor
- ☐ Asphalt Paving Machine
- ☐ Asphalt Screed
- ☐ Backhoe
- ☐ Boom Auger Operator
- ☐ Bulldozer
- ☐ Concrete Curb Machine Operator
- ☐ Concrete Joint Saw Operator
- ☐ Concrete Pump
- ☐ Cranes with boom length less than 150 ft
- ☐ Cranes with boom length 150 ft and over
- ☐ Cranes, all tower cranes, and all
- ☐ Derrick, or Dragline
- ☐ Earthmover
- ☐ Excavator
- ☐ Forklift
- ☐ Front End Loader
- ☐ Grader/Blade
- ☐ Guardrail Erector
- ☐ Guardrail Erector
- ☐ Guardrail Post Driver
- ☐ Mechanic (type: _____)
- ☐ Milling Machine Grade Checker
- ☐ Milling Machine Operator
- ☐ Motor Grader
- ☐ Mulching Machine
- ☐ Oiler, Greaseman
- ☐ Pavement Striping Machine
- ☐ Pavement Striping Machine Nozzleman
- ☐ Pile driver
- ☐ Power Sub-grade Mixer
- ☐ Roller
- ☐ Scraper
- ☐ Sign Erector
- ☐ Small Tool Operator
- ☐ Tractor
- ☐ Trenching Machine
- ☐ Truck Driver (type: _____)
- ☐ Other:
- ☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
- ☐ Air Tool Operators
- ☐ Asphalt Rakers
- ☐ Bricklayer/Brickmason/Blocklayer
- ☐ Carpenter
- ☐ Cement Mason/Concrete Finisher
- ☐ Drywall Hanger
- ☐ Drywall Finisher/Taper
- ☐ Electrician
- ☐ Elevator Mechanic
- ☐ Fence Erector
- ☐ Form Setter
- ☐ Glazier
- ☐ Grade Checker
- ☐ HVAC Mechanic (type: _____)
- ☐ Ironworker - Ornamental
- ☐ Ironworker - Reinforcing
- ☐ Ironworker - Structural
- ☐ Laborer - Common or General
- ☐ Laborer - Roof Tear off
- ☐ Landscape and Irrigation laborer
- ☐ Lather
- ☐ Mason Tenders
- ☐ Painter
- ☐ Pipefitter (excluding HVAC pipe work)
- ☐ Pipelayer
- ☐ Plasterer
- ☐ Plasterers Tenders
- ☐ Plumber (excluding HVAC pipe)
- ☐ Plumber (including HVAC pipe)
- ☐ Roofer (including built-up, composition and single ply)
- ☐ Sheet Metal Worker (including HVAC duct work)
- ☐ Sprinkler Fitter (fire sprinkler)
- ☐ Terrazzo Worker Mechanic
- ☐ Tile Setter
- ☐ Traffic Control Specialist
- ☐ Traffic Signalization - Installer
- ☐ Traffic Signalization - Mechanic
- ☐ Unskilled Laborer
- ☐ Welder
- ☐ Other:

Submitted by: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

(SUBCONTRACTORS)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____

By:

Name and Title

Signature

Date

STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0066

Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME				a. NAME	
b. STREET ADDRESS				b. STREET ADDRESS	
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
				d. STATE	
				e. ZIP CODE	
6. The prime contract ☐ does, ☐ does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARDDING FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION			
10a. NAME OF PERSON SIGNING		11. BY (Signature)		12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING					

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C			
B		D			
15a. NAME OF PERSON SIGNING		16. BY (Signature)		17. DATE SIGNED	
15b. TITLE OF PERSON SIGNING					

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SECTION 3 REPORT

Subrecipient:	
Project:	

The sub-recipient hereby provides the following information in connection with the above project:

PROJECT FUNDING INFORMATION

Total amount of project funding (all funding for construction, consultant, etc.):	\$
Amount funded from DHES:	\$
Amount funded from Sub-recipient:	\$
Amount funded from other sources: Source:	\$
Amount funded from other sources: Source:	\$

CONTRACT AWARD INFORMATION**For *construction work* funded in part or in whole through DHES:**

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for construction work which are <i>funded in part or in whole through DHES</i> . (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).	
Total construction contract amount (including change orders):	\$
Total dollar amount of contracts/ subcontracts for <i>construction work</i> awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts for <i>construction work</i> :	

CONTRACT AWARD INFORMATION**For *non-construction work* funded in part or in whole through DHES:**

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for non-construction work which are <i>funded in part or in whole through DHES</i> (such as professional service contracts).	
Total contract amount awarded (including change orders) (non-construction):	\$
Total dollar amount of contracts/subcontracts (non-construction) awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts (for non-construction work):	

EMPLOYMENT AND TRAINING INFORMATION

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) which are funded in part or in whole through DHES (including non-construction and professional service contracts). (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).

The information reported in this section relates to all new hires as a result of DHES funding. New hires means full-time employees for permanent, temporary or seasonal employment opportunities.

Number of new hires as a result of this project:	0*
--	----

*** If new hires are reported above, please complete the following table:**

For the purpose of completing the table below, a Section 3 Resident is defined as:

- an individual residing in public housing, or as
- an individual residing in Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County (median income information is available at DHES).

(A) JOB CATEGORY	(B) NUMBER OF NEW HIRES	(C) NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(D) % OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(E) % OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES AND TRAINEES	(F) NUMBER OF SECTION 3 TRAINEES
PROFESSIONALS					
TECHNICIANS					
OFFICE/ CLERICAL					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
OTHER:					
TOTALS:					

SUBRECIPIENT CERTIFICATION

The undersigned certifies that the information in this report is true and correct:

Name and Title:	Date:	Signature:
		X

**REQUIRED USE OF THE LABOR COMPLIANCE
REPORTING SYSTEM (LCRS)**

As part of the County's commitment to assist the Subrecipient and its contractors/ subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Sustainability has established a Labor Compliance Reporting System (LCRS) for this project. The Subrecipient's contractors/ subcontractors will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/ or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/ developers.

USER RESPONSIBILITIES

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHES, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

DISCLAIMER OF WARRANTIES FOR LCRS

LCRS and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. LCRS and its licensors do not represent or warrant that:

1. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
2. The service will meet PBC/DHES's Requirements or expectations.
3. Any stored data will be accurate or reliable.
4. The quality of any products, services, information or other material purchased or obtained by PBC/DHES through the service will meet PBC/DHES's requirements or expectations.
5. Errors or defects will be corrected.
6. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to PBC/DHES strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by LCRS and its licensors.

DISPLAY OF POSTERS AND WAGE DECISION

The contractor shall, for each federally funded project, supply and install a minimum (1) 4 ft x 4 ft display surface with clear acrylic cover sheet for all-weather protection and easy visibility on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Department of Housing and Economic Sustainability.

The contractor shall supply a standard display of posters at the job site, including but not limited to:

- Employee Rights Under the Davis- Bacon Act (English)
- Employee Rights Under the Davis-Bacon Act (Spanish)
- applicable Wage Decision(s)
- Palm Beach County seal

The above posters, wage decision and Palm Beach County seal for display will be provided by Palm Beach County Department of Housing and Economic Sustainability at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

The contractor shall be responsible for all other Federal, State and/ or local poster requirements.

The cost of poster mounting boards and posts are to be paid for by the contractor.

Display board must be maintained in a legible condition throughout the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Department of Housing and Economic Sustainability.

FEDERAL LABOR STANDARDS PROVISIONS**U. S. Department of Housing and Urban Development**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1: (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

A.2: Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain

the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs. (Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include and individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

A.4: Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

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

A.6: Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

A.10: (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

A.11: Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act

The provisions of this Paragraph B are applicable where the amount of prime contract exceeds \$100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontracting contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS**A. Contracts with Two Wage Decisions**

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by

the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships/ Independent Contractors/ Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices / Helpers

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the “trade” depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a “helper”. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

**DETERMINATION OF CATEGORICAL EXCLUSION
SUBJECT TO 24 CFR 58.5**

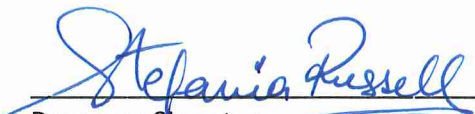
Program: Village of Palm Springs Public Infrastructure Improvements - CDBG
Fiscal Year: FY 2020-2021

Applicant/Site Location: **Village of Palm Springs**
PCN: The project will take place along nine (9) of the Village's parks. ROW from Greenbrier Drive moving south along Davis Road to Lakewood Road. Palm Springs, FL 33461

I HEREBY CERTIFY THAT THE FOLLOWING ACTIVITY(S) COMPRISING THE CDBG GRANT PROGRAM HAVE BEEN REVIEWED AND DETERMINED CATEGORICAL EXCLUDED ACTIVITY PER 24 CFR 58.35(a) AS FOLLOWS:

- ☒ (1) Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20% (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, paving of streets).
- ☐ (2) Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.
- ☐ (3) Rehabilitation of buildings and improvements when the following conditions are met:
 - (i) In the case of a building for residential use (with one to four units), the density is not increase beyond four units, the land use is not changes, and the footprint of the building is not increase in a floodplain or in a wetland;
 - (ii) In the case of multi-family residential buildings:
 - (A) Unit density is not changed more than 20%;
 - (B) The project does not involve changes in land use from residential to non-residential; and
 - (C) Estimated cost of rehabilitation is less than 75% of the total estimated cost of replacement after rehabilitation.
 - (iii) In the case of non-residential structures, including commercial, industrial, and public buildings:
 - (A) Facilities and improvements are in place and will not be changed in size or capacity by more than 20%; and
 - (B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.
- ☐ (4)
 - (i) An individual action on up to four dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between; or
 - (ii) An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.
 - (iii) Paragraphs (a)(4)(i) and (ii) of this section do not apply to rehabilitation of a building for residential use (with one to four units) (see paragraph (a)(3)(i) of this section).
- ☐ (5) Acquisition (including leasing) or disposition of, or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.
- ☐ (6) Combination of the above activities.

58.5 Statutory Checklist Attached


Preparer Signature

Stefania Russell
Preparer Name

9/28/2020
Date

58.5 STATUTORY CHECKLIST
ENVIRONMENTAL REVIEW FOR ACTIVITY CATEGORICALLY EXCLUDED SUBJECT TO SECTION
58.5 PURSUANT TO 24 CFR 58.35(A)

Project Information

Project Name	Park Connector Pathway System
Responsible Entity	Palm Beach County Dept. of Housing and Economic Sustainability
Grant Recipient (if different than Responsible Entity)	Village of Palm Springs
Preparer	Stefania Russell
Certifying Officer Name and Title	Jonathan B. Brown, Director, PBC HES
Direct Comments to	Dept. of Housing and Economic Sustainability (HES)
Project Location (Target area, city, county)	Village of Palm Springs CDBG Target Area, Public Right of Way (ROW) from Greenbrier Drive moving south along Davis Road to Lakewood Road.
Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]	The project involves improvements to the existing sidewalk network to create an interconnected pathway system, that link nine (9) of the Village's parks. The improvements will include a wider 6' to 8' pathway completing the entire pathway network as well as enhancements such as pedestrian lighting, benches, water fountains, and decorative pavers at key intersenctions.
Level of Environmental Review Determination	Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5

Funding Information:

Grant Number	HUD Program	Funding Amount
B-20-UC-12-0004	CDBG	\$ 154,205
		\$
		\$
Estimated HUD Funded Amount		\$ 154,205
Estimated Total Project Cost (All HUD and non-HUD funds combined) [24 CFR 58.32(d)]		\$ 2,250,000

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation to support conclusions.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards - 24 CFR Part 51 Subpart D	Yes No ☐ ☒	The project site is located within 3.4 miles to Palm Beach International Airport and 3.3 miles to Palm Beach County Park /Lantana Airport. Based on the locations of the airports, the project site is not located within 3,000 feet of any airport's runway clear zones.
Coastal Barrier Resources - Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	The County participates in the U.S. Coastal Zone Management Program via the Florida Coastal Management Program. The FY 2020-2021 Action Plan was reviewed for consistency with the program and approved by the FL State Clearinghouse.
Flood Insurance - Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No ☐ ☒	The activity site is located in Flood Zone AE effective 10/05/2017. The purchase of flood insurance is not required. Due to the nature of this activity (infrastructure improvements), this item is deemed not applicable.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air - Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No ☐ ☒	The State of Florida and Palm Beach County (PBC) will maintain Federally adopted air quality standards as identified by the NAAQS for 6 criteria air pollutants, and reported in the FDEP 2012 Annual Air Monitoring Report. The project area activity to be undertaken does not have the potential to affect the surrounding air quality and will not trigger the Clean Air Act. (PBC Comprehensive Plan)
Coastal Zone Management - Coastal Zone Management Act, sections 307(c) & (d)	Yes No ☐ ☒	The State participates in the U.S. Coastal Zone Management Program via the Florida Coastal Management Program. This activity was reviewed for consistency with the program when submitted to the State Clearinghouse at FDEP. Within the project area, there are no natural rivers, bays, lakes or wetlands identified by the FDEP.
Contamination and Toxic Substances - 24 CFR Part 50.3(i)	Yes No ☐ ☐	A review of the FDEP Cleanup Contamination

& 58.5(i)(2)	☐ ☒	Locator database and maps indicated that there are no active Brownfields Sites, 3 (three) active Petroleum Cleanup sites, no Superfund Sites, and no Active Other Waste Cleanup site within a ½ mile radius of the activity site. Based on review of available information, it is concluded that these sites will not affect the activity site. Also due to the nature of the activity (infrastructure improvements), the activity will not affect or be impacted by surrounding sites.
Endangered Species - Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes No ☐ ☒	The US Fish and Wildlife Service provide a listing of threatened and endangered species by County report. No endangered plant or animal species have been identified in the project area. If a listed species was identified, the Florida Fish and Wildlife Conservation Commission or the US Fish and Wildlife Service will be contacted and a determination as to whether mitigation measures or conditions are required.
Explosive and Flammable Hazards - 24 CFR Part 51 Subpart C	Yes No ☐ ☒	The activity involves improvements to include a wider 6' to 8' pathway completing the entire pathway network as well as enhancements such as pedestrian lighting, benches, water fountains, and decorative pavers at key intersections. The activity will not increase the number of people exposed to hazardous operations by increasing residential densities. Therefore, the activity is not subject to 24 CFR 51.201 and an ASD calculation and an evaluation are not required. No action is needed to address acceptable separation distance for residents.
Farmlands Protection - Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes No ☐ ☒	The activity is not located in or adjacent to an agricultural area. Therefore, the activity will not affect farmlands and complies with the FPP Act.
Floodplain Management - Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No ☐ ☒	The activity is located in Zone AE effective 10/05/2017. It is not located in a floodway nor is it deemed a critical action that will require mitigation.
Historic Preservation, SHPO National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No ☐ ☒	This is an ongoing public infrastructure project in an area that was previously disturbed; therefore, SHPO's consultation is not required.
Historic Preservation, Native American Tribes – National Historic Preservation Act of 1966,	Yes No ☐ ☒	Historical Preservation, Native American Tribe is not applicable to this activity as this activity takes

section 106		place in an area previously disturbed.
Noise Abatement and Control - Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes ☐ No ☒	The project site is not located within 1,000 feet of a 'traffic' street or 3,000 feet of a railroad. Although the activity site is located approximately 3.4 miles to Palm Beach International Airport and 3.3 miles to Palm Beach County Park /Lantana Airport. Based on the location of the activity site and the nature of the activity (public ROW infrastructure improvements) noise sensitivity is not an issue.
Sole Source Aquifers - Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes ☐ No ☒	There is only one sole source aquifer in Palm Beach County, the Biscayne Aquifer, and it extends only into the southeastern most portion of the County. Due to the location of the Aquifer, the project will not impact the Surficial Aquifer system.
Wetlands Protection - Executive Order 11990, particularly sections 2 and 5	Yes ☐ No ☒	There are no known wetlands in the current project boundaries. A review of the project area using the National Wetlands Inventory map at www.fws.gov/wetlands/data/Mapper.html determined that no wetlands were found in this proposed project site.
Wild and Scenic Rivers - Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes ☐ No ☒	There is only one wild and scenic river in Palm Beach County, the Loxahatchee River. The river and its headwaters are located approximately 15 miles North of the activity and the geographic separation distance, the project area activity will not impact the river.
ENVIRONMENTAL JUSTICE		
Environmental Justice - Executive Order 12898	Yes ☐ No ☒	The project consist of infrastructure improvements in the public ROW. This project will not create adverse environmental conditions that would disproportionately affect any of the households with the area near the activity site (CT and block group).

Field Inspection (Date and completed by)	A field inspection of the project site was not conducted.
Summary of Findings and Conclusions	The activity is located in the Public Right of Way (ROW) along nine (9) of the Village's parks. The improvements will include a wider 6' to 8' pathway completing the entire pathway network as well as enhancements such as pedestrian lighting, benches, water fountains, and

	decorative pavers at key intersenctions. The activity site is not located near above ground storage tanks, contaminated properties, noise factors, wellfields.
--	--

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Asbestos	Due to the nature of the activity, asbestos is not applicable.
Lead Based Paint	Due to the nature of the activity, lead base paint is not applicable.

Determination:

- ☒ This categorically excluded activity/project converts to **EXEMPT** per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This non-tiered categorically excluded activity/project cannot convert to Exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- ☐ After conducting a Tier I Environmental review on the project/program target area, it has been determined that this categorically excluded activity/project cannot convert to exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Formal consultation/mitigation will occur as project sites are identified in a Tier II Site-Specific Environmental Review process. All identified actions/mitigation measures required by the Tier II review will be completed and endorsed by the governing compliance agency before committing or drawing down any funds for the project.
- ☐ This project is not categorically excluded OR, if originally categorically excluded, is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: Stefania Russell Date: 9/30/2020

Name/Title/Organization: Stefania Russell, Planner II, HES

Responsible Entity Agency Official Signature:

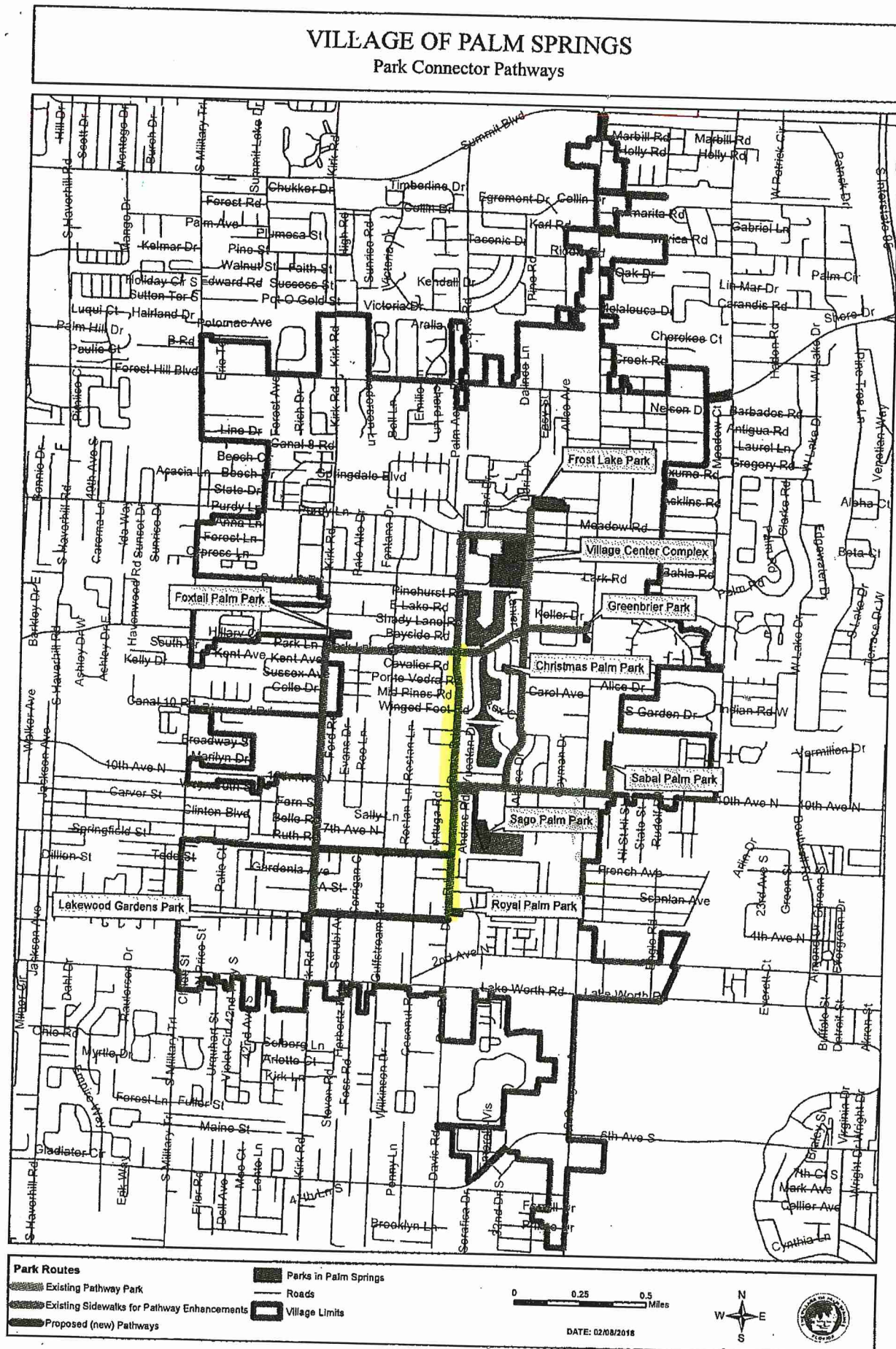
Jonathan Brown

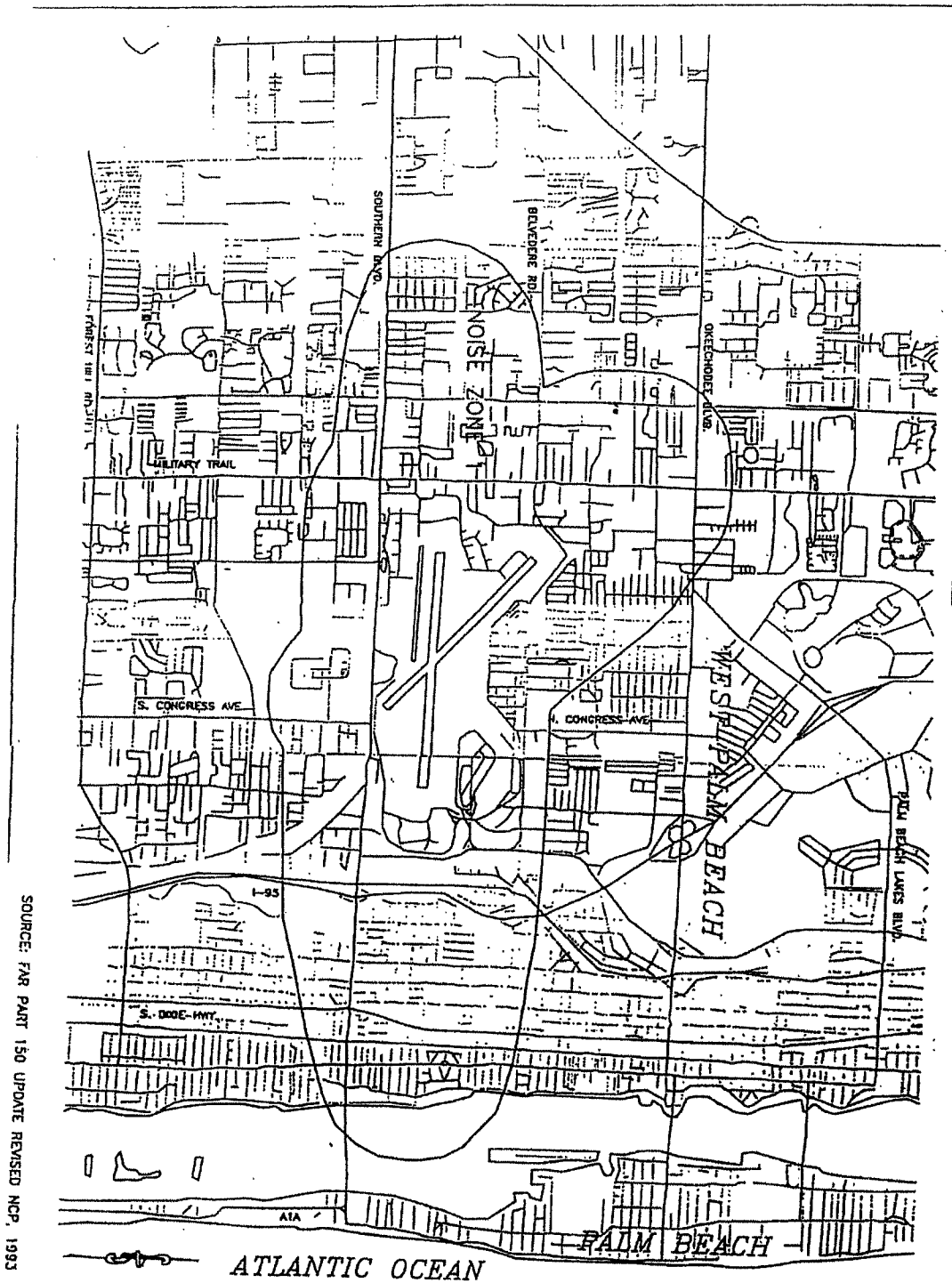
Date:

10/5/2020

Name/Title: Jonathan B. Brown, HES Director

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

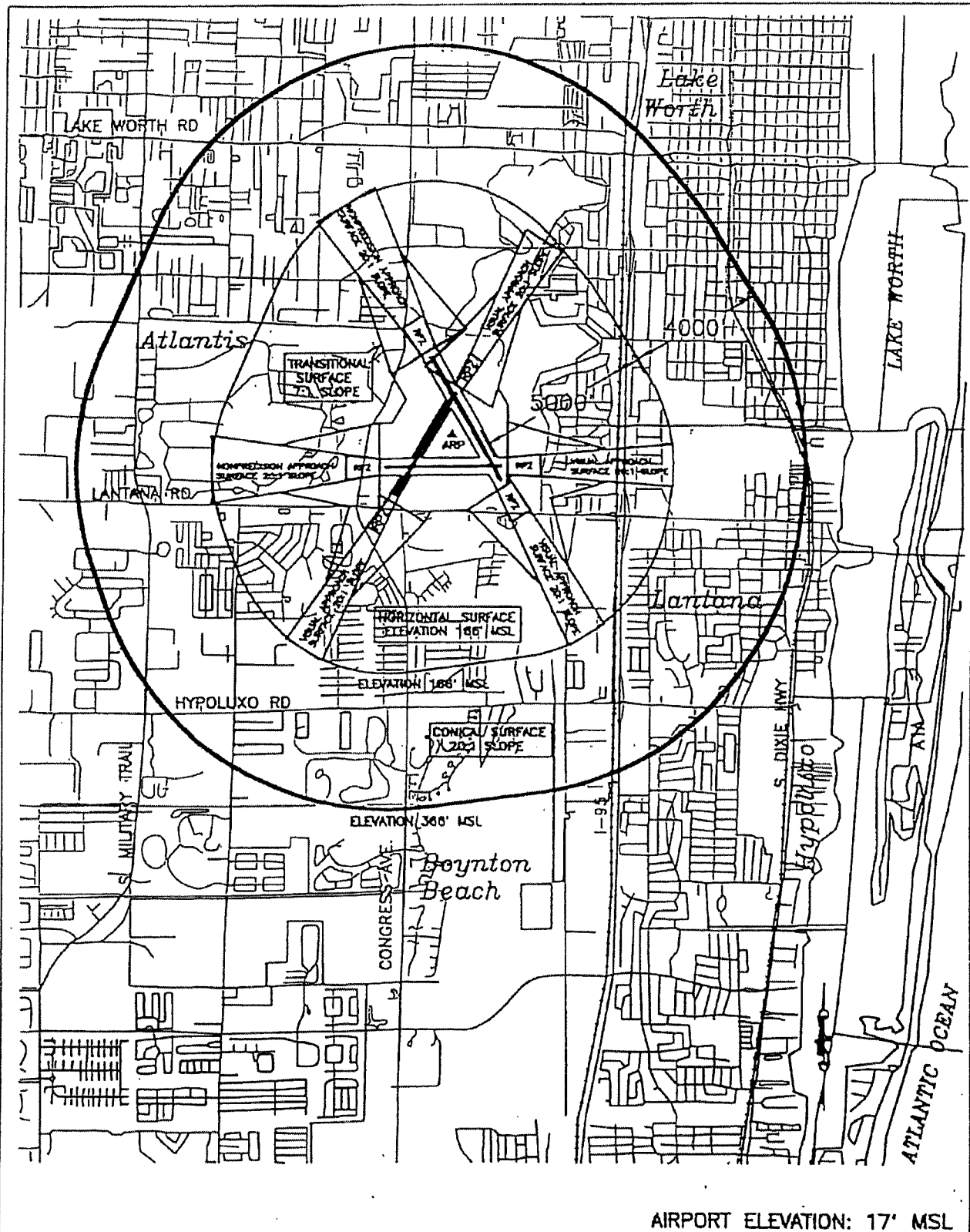




SOURCE: FAR PART 150 UPDATE REVISED NCP, 1993

APPENDIX 9
AIRPORT LAND USE NOISE ZONE
 SCALE: 1"=3000'

PALM BEACH INTERNATIONAL AIRPORT
 WEST PALM BEACH, FLORIDA

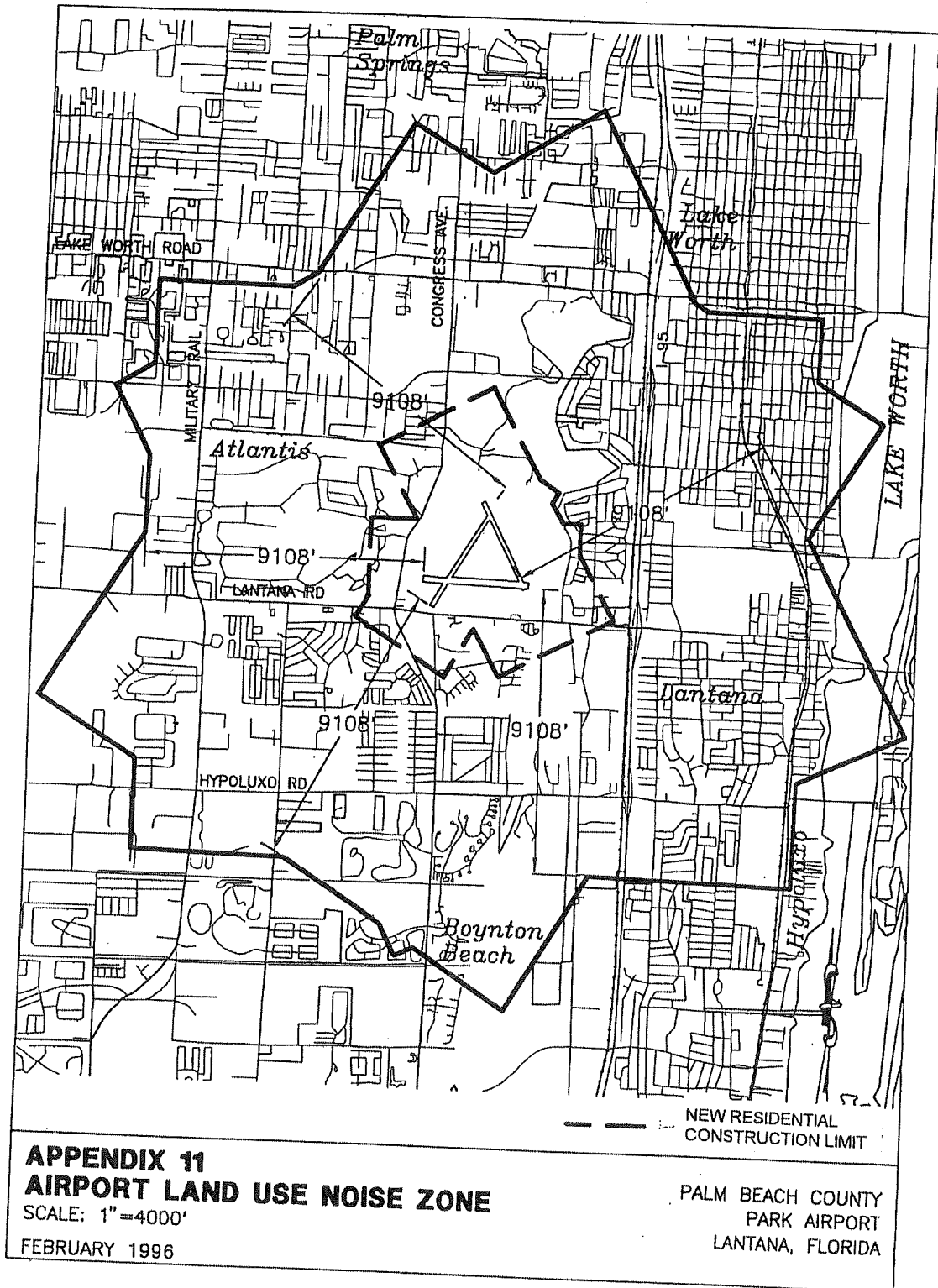


APPENDIX 3 **MAP B**

SCALE: 1"=4000'

FEBRUARY 1996

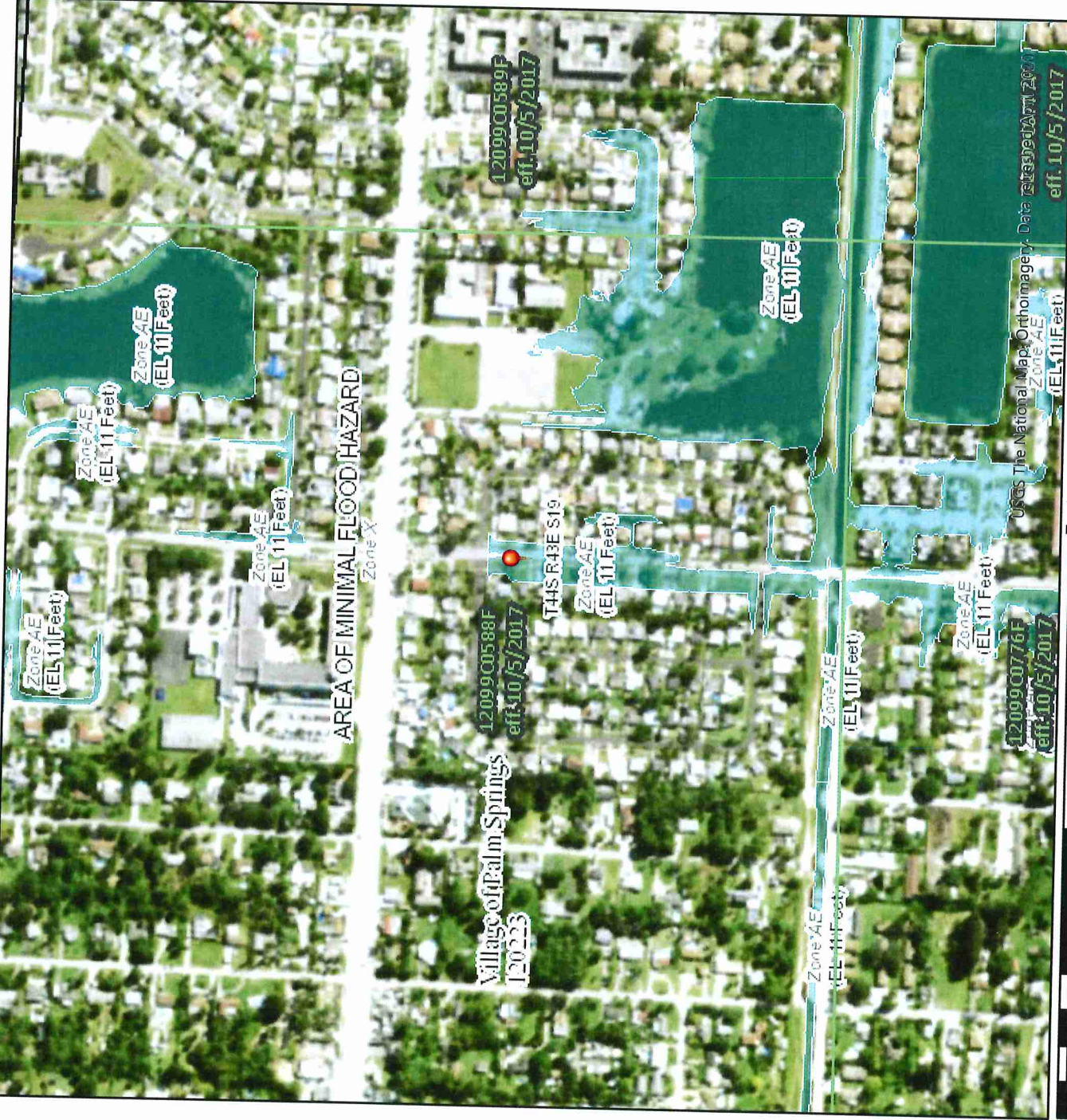
PALM BEACH COUNTY
PARK AIRPORT
LANTANA, FLORIDA



National Flood Hazard Layer FIRMMette



80°6'7"W 26°37'56"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee, See Notes, Zone X Area with Flood Risk due to Levee Zone D	OTHER AREAS OF FLOOD HAZARD NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone D	GENERAL STRUCTURES Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall	OTHER FEATURES Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature	MAP PANELS Digital Data Available No Digital Data Available Unmapped
--	--	---	--	---

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

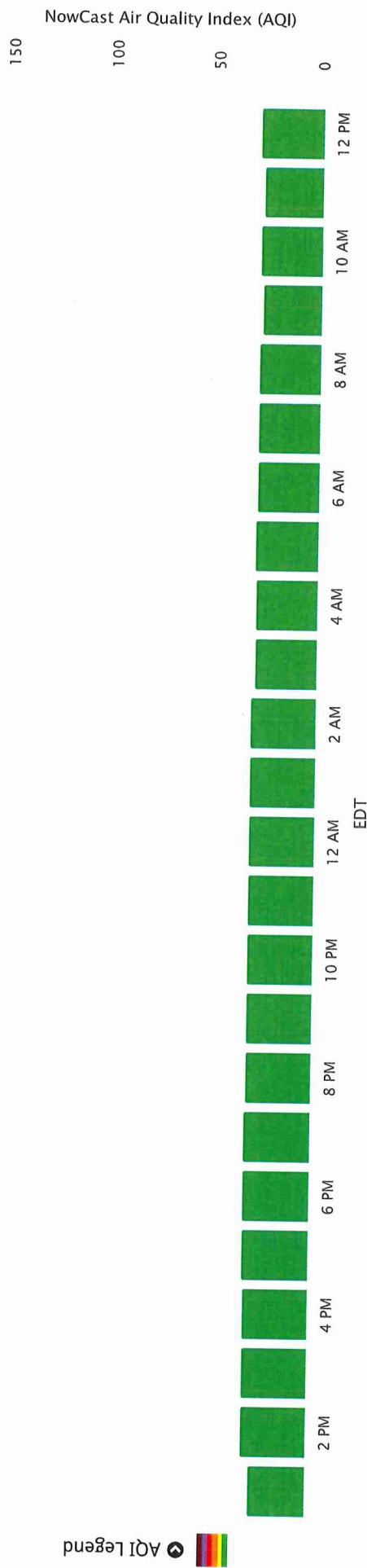
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/30/2020 at 3:02 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Trends

Today

West Palm Beach Reporting Area



This chart shows the NowCast AQI in your area for the previous 24 hours. Mouse over or tap a bar to see which pollutant (ozone or PM) was highest that hour.

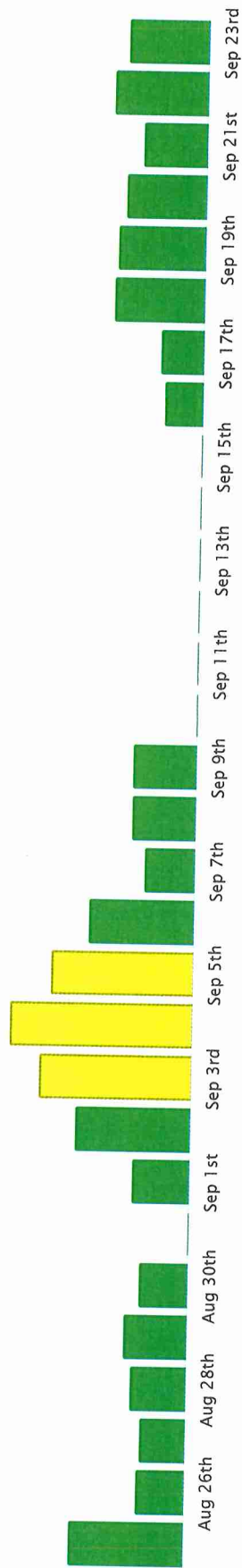
AirNow.gov

Week



This chart shows the daily AQI in your area for each of the last 7 days. Mouse over or tap a bar to see which pollutant (ozone or PM) was highest that day.

Month

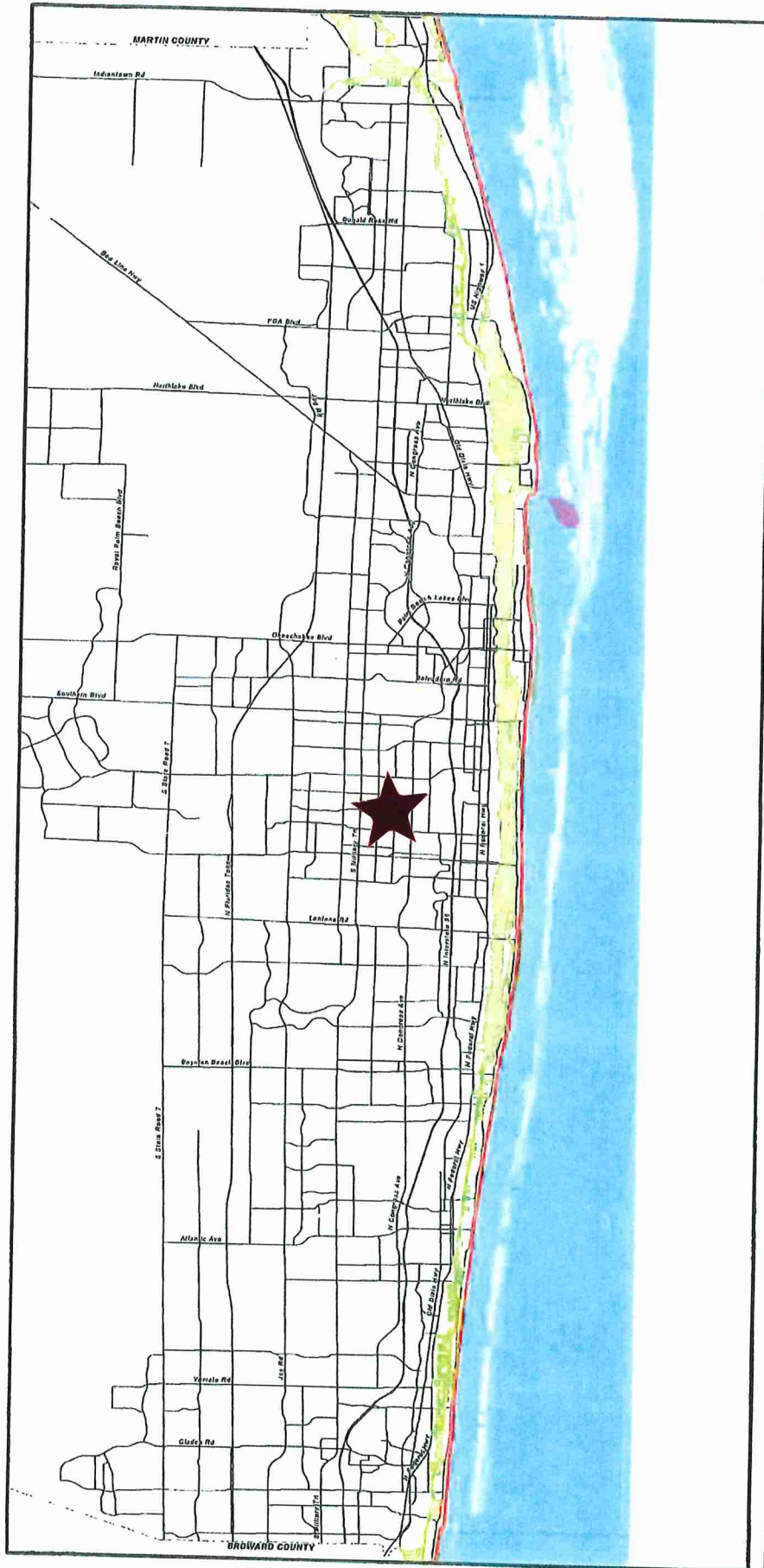


This chart shows the daily AQI in your area for each of the last 30 days. Mouse over or tap a bar to see which pollutant (ozone or PM) was highest that day.



(<http://www.persuadiblog.com/2010/09/07/just-as-tx-swfw-a-ifaceabook.com/airnow>)

AirNow.gov - Home of the U.S. Air Quality Index
[Home \(/\)](#) | [Site Map \(/site-map\)](#)



MAP CM 1.1

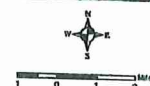
Coastal Resources In Palm Beach County

- ARTIFICIAL REEF
- OFFSHORE REEF
- NEARSHORE REEF
- ESTUARINE SYSTEM
- BEACHES AND SHORES

SOURCES:
PBC Dept of Environmental
Resources Management, 2012
Last Amended in Round 132 by Ord 2013-008

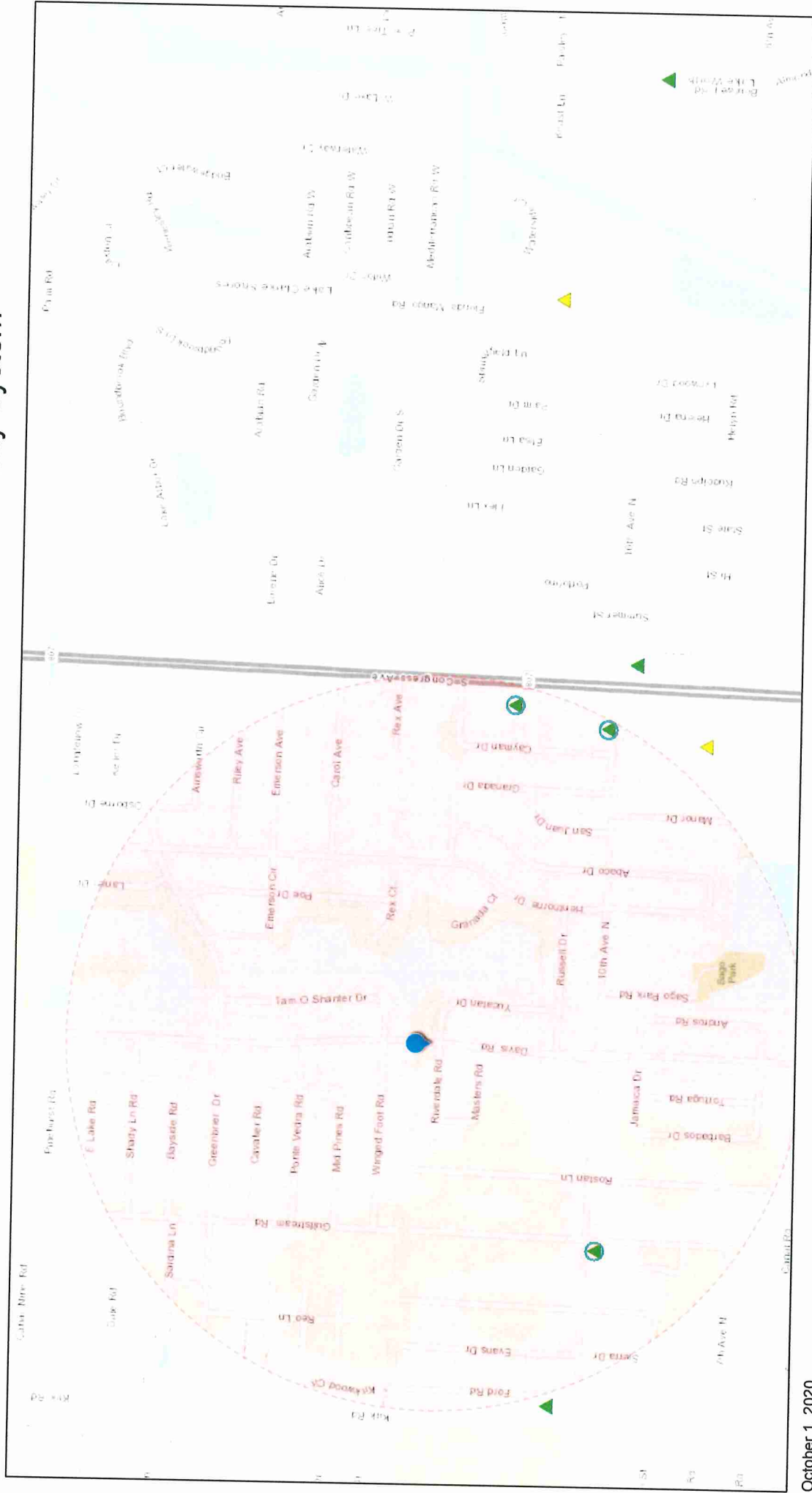


PALM BEACH COUNTY COMPREHENSIVE PLAN MAP SERIES



Effective Date: 11/2/2013
Filename: NMap020201
Contact: PBC Planning Dept.

Village of Palm Springs - Park Connector Pathway System



October 1, 2020
DEP Cleanup Sites

- ▲ BROWNFIELD SITES
- ▲ PETROLEUM
- ▲ SUPERFUND
- ▲ OTHER WASTE CLEANUP

1:9,028

0 0.1 0.15 0.2 0.3 0.4 mi
0 0.15 0.3 0.6 km

FDEPDWM, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Florida Department of Environmental Protection makes no warranty, expressed or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Map created by Map Direct, powered by ESRI.

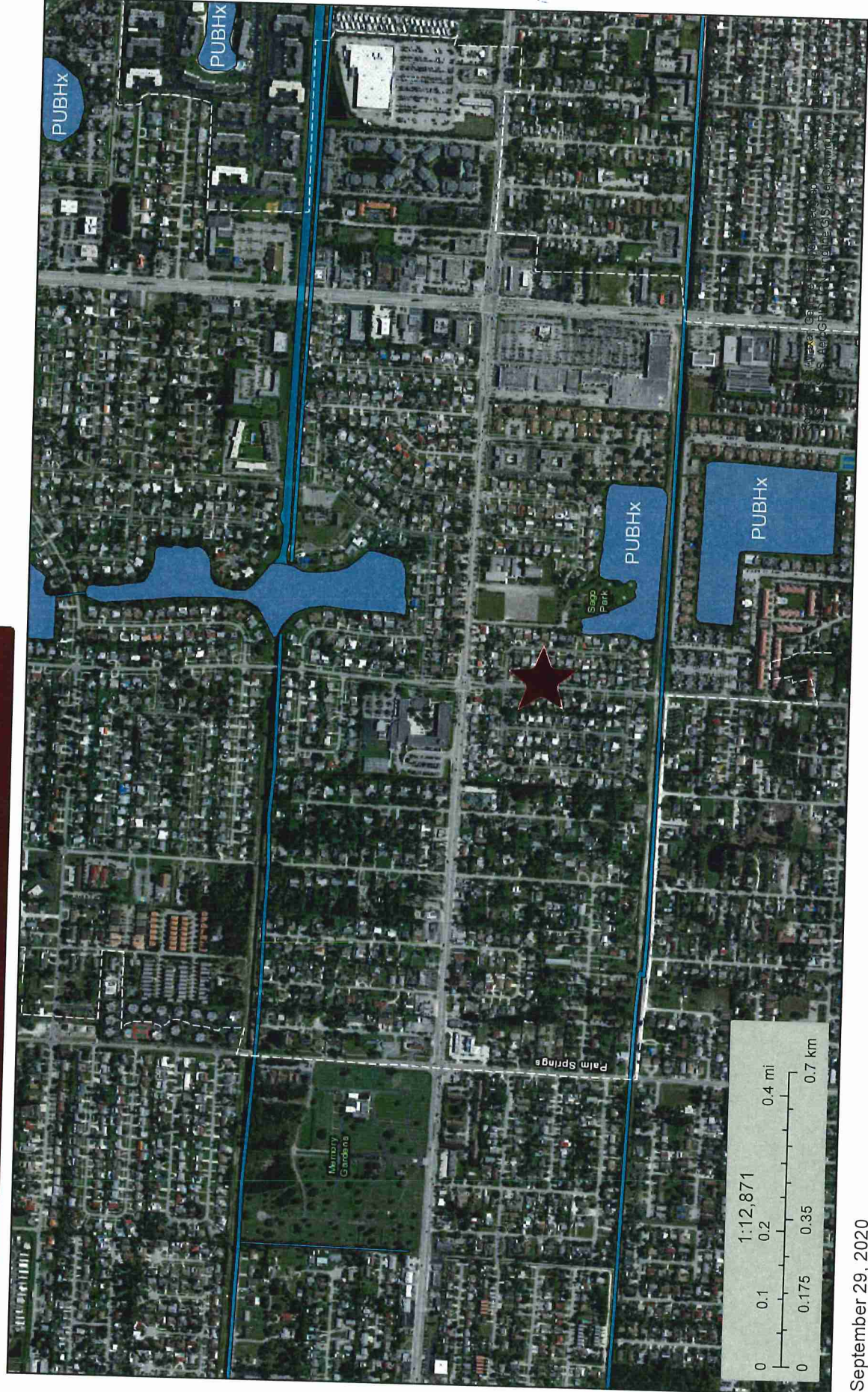
Davis Road Pedestrian Pathway

Write a description for your map.

Legend

- BP
- Feature 9
- Growers Outlet of Lake Worth
- Lake Worth Drive In
- Lakewood Rd
- School
- US Post Office





This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

- September 29, 2020

Wetlands
- Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Forested/Shrub Wetland

Freshwater Pond

Lake

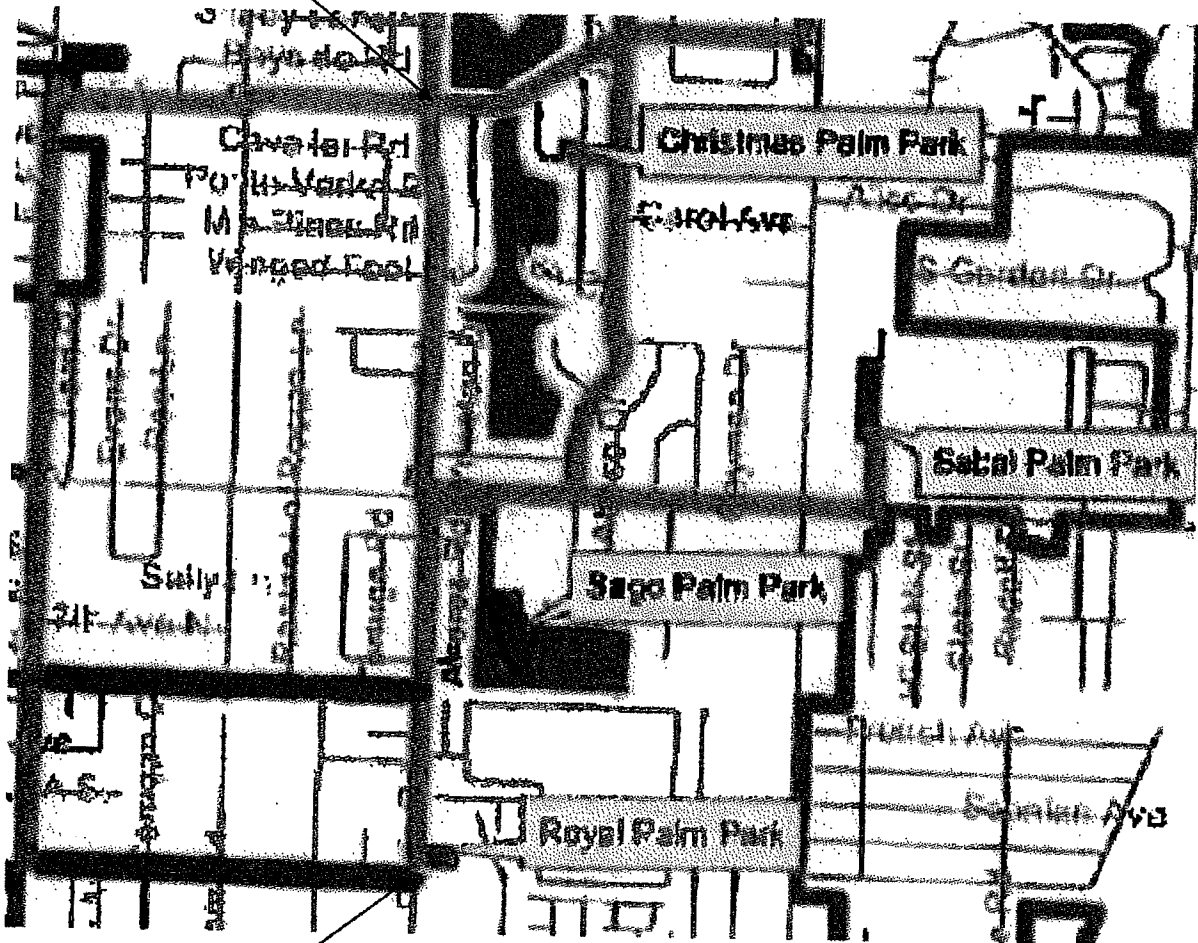
Other

Riverine

Village of Palm Springs
FY 2021 Project Request Location

Map showing requested project location Greenbriar Drive moving south along Davis Road to Lakewood Road.

Greenbriar Drive



Lakewood Road

"General Decision Number: FL20210182 01/01/2021

Superseded General Decision Number: FL20200182

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.69	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 15.09	0.00

HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzleman).....	\$ 11.81	0.00
INSTALLER - GUARDRAIL.....	\$ 13.96	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.58	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....		
	\$ 12.97	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....		
	\$ 12.99	0.00
LABORER: Common or General.....	\$ 10.66	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 14.82	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 15.66	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....		
	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70	0.00
OPERATOR: Bulldozer.....	\$ 16.00	0.00
OPERATOR: Concrete Finishing Machine.....		
	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 16.22	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76	0.00
OPERATOR: Drill.....	\$ 14.78	0.00

OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 15.75	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87	0.00
OPERATOR: Loader.....	\$ 14.19	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.03	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 15.51	0.00
OPERATOR: Tractor.....	\$ 10.79	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.02	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.25	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"



**PALM BEACH COUNTY UNIFIED LAND DEVELOPMENT CODE, ARTICLE 14 CHAPTER B, WELLFIELD
PROTECTION PROHIBITIONS, RESTRICTIONS, AND
BEST MANAGEMENT PRACTICES**

PROHIBITIONS AND RESTRICTIONS IN ZONES OF INFLUENCE:

The Wellfield Protection Ordinance was adopted on February 23, 1988 by the Board of County Commissioners. On June 22, 1992, the Ordinance was included as the Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection. It's intent is to ensure safe drinking water for the residences of Palm Beach County. The majority of County's drinking water supply comes from groundwater. Hazardous and toxic chemicals present a risk of contamination to our potable water supply.

Article 14 Chapter B, Wellfield Protection, defines and maps out four zones of protection. Facilities that use, handle, store or produce chemicals in quantities greater than or equal to 5 gallons liquid or 25 pounds solid are subject to regulations of the section. Chemicals above this stated quantity are prohibited in Zone 1. Facilities in Zone 2, Zone 3 or Zone 4 may be required to obtain an Operating Permit. Facilities subject to this section are liable for expenses incurred.

The owner or developer that owns property within these zones must notify potential operators of facilities of conflicts with Article 14 Chapter B. A facility which contains tenants who are not advised of the prohibitions and requirements Article 14 Chapter B is subject to Art. 14.B.3.B. Applicability, as shown below.

No building permit or occupational license for any nonresidential activity shall be issued by the County or any municipality located within Palm Beach County that would allow development or construction in Zones 1, 2, 3, or 4, that is contrary to the restrictions and provisions provided in this section. Permits or occupational licenses issued in violation of this section confirm no right or privilege on the grantee and such invalid permits or licenses will not vest rights.

In addition, no new "exfiltration systems", defined as a gallery, perforated or leaky pipe, or similar structure used to dispose of untreated stormwater by subsurface discharge may be constructed in Zone 1 or Zone 2. Installations of sanitary sewer mains in these zones must conform to force main standards, which are indicated in Appendix 5 Minimum Standards for Sewer Pipe Fittings.

Article 14 Chapter B is implemented by the Palm Beach County Department of Environmental Resources Management, 2300 N. Jog Road West Palm Beach, Florida 33411-2743 telephone (561) 233-2400. The Department may take appropriate legal actions as deemed necessary under Art. 14.B.14. Violations, Enforcement and Penalties.

Examples of activities that may be subject to Article 14 Chapter B include but are not restricted to the following:

1. Auto Paint and Body Shops
2. Battery Manufacturers or Repair Shops
3. Carpet Cleaners
4. Commercial Laundries
5. Dry Cleaners
6. Electroplaters, Circuit Board Manufacturers or Metal Finishers
7. Equipment Rental Operations
8. Fiberglass or Acrylic Manufacturers or Formers
9. Fire Extinguisher Repair Operations
10. Food Processors
11. Funeral Homes
12. Furniture Manufacturers
13. Janitorial Suppliers and Portable Toilet Operations
14. Machine Shops
15. Manufacturers using Acids, Caustics or Solvents
16. Medical Facilities
17. Paint Manufacturers
18. Pest Control Operations
19. Photo, Chemical, Industrial and Environmental Laboratories
20. Pool Maintenance Companies
21. Printers and Blueprinters
22. Roofers
23. Service Stations and Fuel Depots
24. Soap and Detergent Manufacturers and Distributors
25. Vehicle Repair Facilities
26. Water Conditioning Companies
27. Transformer Use and Storage Areas

Prohibitions, Restrictions & Best Management Practices

Examples of the types of materials that are regulated are as follows:

Acid and basic cleaning solutions
Antifreeze and coolants
Arsenic and arsenic compounds
Bleaches and peroxides
Brake and transmission fluids
Brine solution
Casting & Foundry chemicals
Caulking agents and sealants
Cleaning solvents
Corrosion and rust prevention solutions
Cutting fluids
Degreasing and parts cleaning solvents
Disinfectants
Electroplating solutions
Explosives
Fertilizers
Fire extinguishing chemicals
Food processing wastes
Formaldehyde
Fuels and fuel additives
Glues, adhesives and resins
Greases
Hazardous waste
Hydraulic fluid
Indicators
Industrial and commercial janitorial supplies
Industrial process chemicals
Industrial sludges and stillbottoms
Inks, printing and photocopying chemicals
Laboratory chemicals
Liquid storage batteries
Medical, Pharmaceutical, dental, veterinary,
and hospital solutions

Mercury and mercury compounds
Metals finishing solutions
Oils
Paints, primers, thinners, dyes, stains, wood preservatives,
varnishing and cleaning compounds
Painting solvents
PCB's
Pesticides and herbicides
Plastic resins, plasticizers
and catalysts
Photo development chemicals
Poisons
Polishes
Pool chemicals
Processed dust and particulates
Radioactive sources
Reagents and standards
Refrigerants
Roofing chemicals and sealers
Sanitizer, disinfectants,
bactericides, and algacides
Soaps, detergents and
surfactants
Solders and fluxes
Stripping compounds
Tanning industry chemicals
Transformer and capacitor oils/fluids
Waste oils and antifreeze
Water and wastewater
treatment chemicals

BEST MANAGEMENT PRACTICES FOR THE CONSTRUCTION INDUSTRY:

- A. The general contractor, or if none, the property owner, shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may pose particular problems for the use, handling, production or storage of any regulated substances. For instance, handling regulated substances in the proximity of water bodies or wetlands may be improper.
- B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons or 440 pounds or more containing regulated substances shall have constructed below it an impervious containment system constructed of material of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater or surface water of any pollutant which may emanate from said storage container. Each containment system shall be able to contain 150% of the contents of all storage containers above or within the containment system.
- C. Each contractor shall familiarize himself with the manufacturer's safety data sheet supplied with each material containing a regulated substance and shall be familiar with procedures required to contain and clean up any releases of the regulated substance. Any tools or equipment necessary to accomplish same shall be available in case of release.
- D. Upon completion of construction, all unused and waste regulated substances and containment systems shall be removed from the construction site by the responsible contractor and shall be disposed of in a proper manner as prescribed by law.

AFFIDAVIT OF NOTIFICATION

Pursuant to the Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection, you shall provide notification to the Palm Beach County Department of Environmental Resources Management for the following activities should you store, handle, use, or produce Regulated Substances that exceed the threshold of 5 gallons, if liquid, or 25 pounds, if solid, within a wellfield zone:

- a. Application for nonresidential building permits.
- b. Application for residential building permits of 25 units or more.
- c. Applications for development subject to review by advisory planning bodies and approval by local governing authority or zoning board of appeals.

A. Project Information:

- 1. Name of Project _____
- 2. Property Control # _____
- 3. Address of Project _____
(Street) (City) (State) (ZIP)

B. Owner of Property, Developer or Agent Signing Affidavit (If agent, a letter of authorization to sign for the owner must be attached.)

- 1. If individual, provide full legal name _____
Address _____
(Street) (City) (State) (ZIP)

Telephone _____

Owner of Property (if signed by agent) _____

- 2. If corporation or partnership, provide full name of corporation or partnership and relationship to corporation or partnership.

Name of Corporation or Partnership _____

Address _____

Telephone _____

Relationship to corporation or partnership _____

- 3. List any Regulated Substances (chemicals, fuels, oils, paints, etc.) that you intend to store, handle, use or produce at this site:

<u>Type of Substance</u>	<u>Approximate Quantity</u>
_____	_____ gallons _____ pounds
_____	_____ gallons _____ pounds
_____	_____ gallons _____ pounds

I have received a copy of "Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection Prohibitions, Restrictions, and Best Management Practices." I understand that there are restrictions and prohibitions concerning the use, handling and storage of regulated substances pursuant to the Wellfield Protection Ordinance. I also understand that certain facilities are prohibited or subject to restrictions in the various wellfield zones.

Affiant

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

Notary Public, State of Florida

Return Original to Department of Environmental Resources Management

2300 N. Jog Road West Palm Beach, Florida 33411-2743 telephone (561) 233-2400

Copy to Applicant/ Copy to Local Agency

u:\users\bfinnera\forms\FORM_affidavit of notification-small.doc

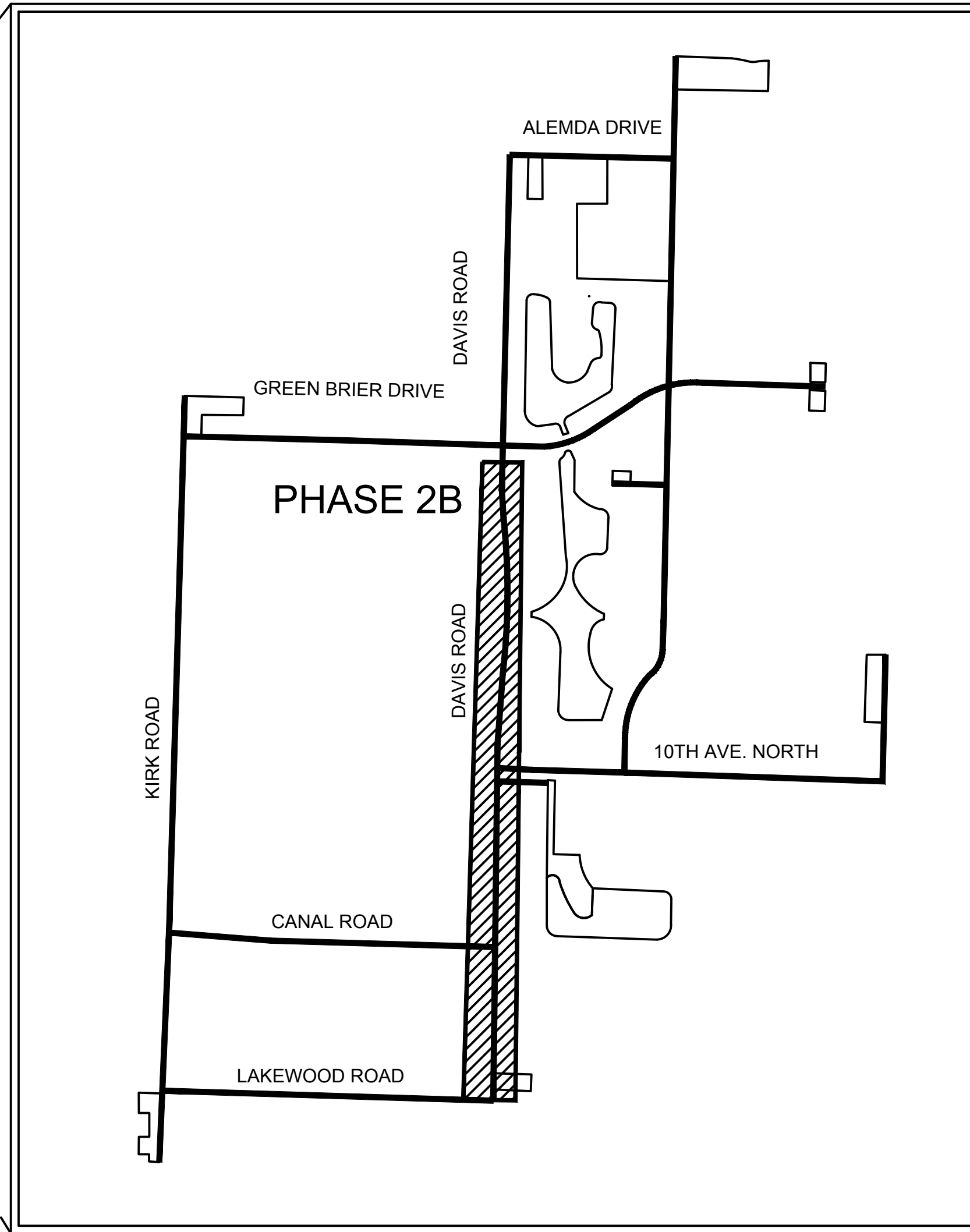
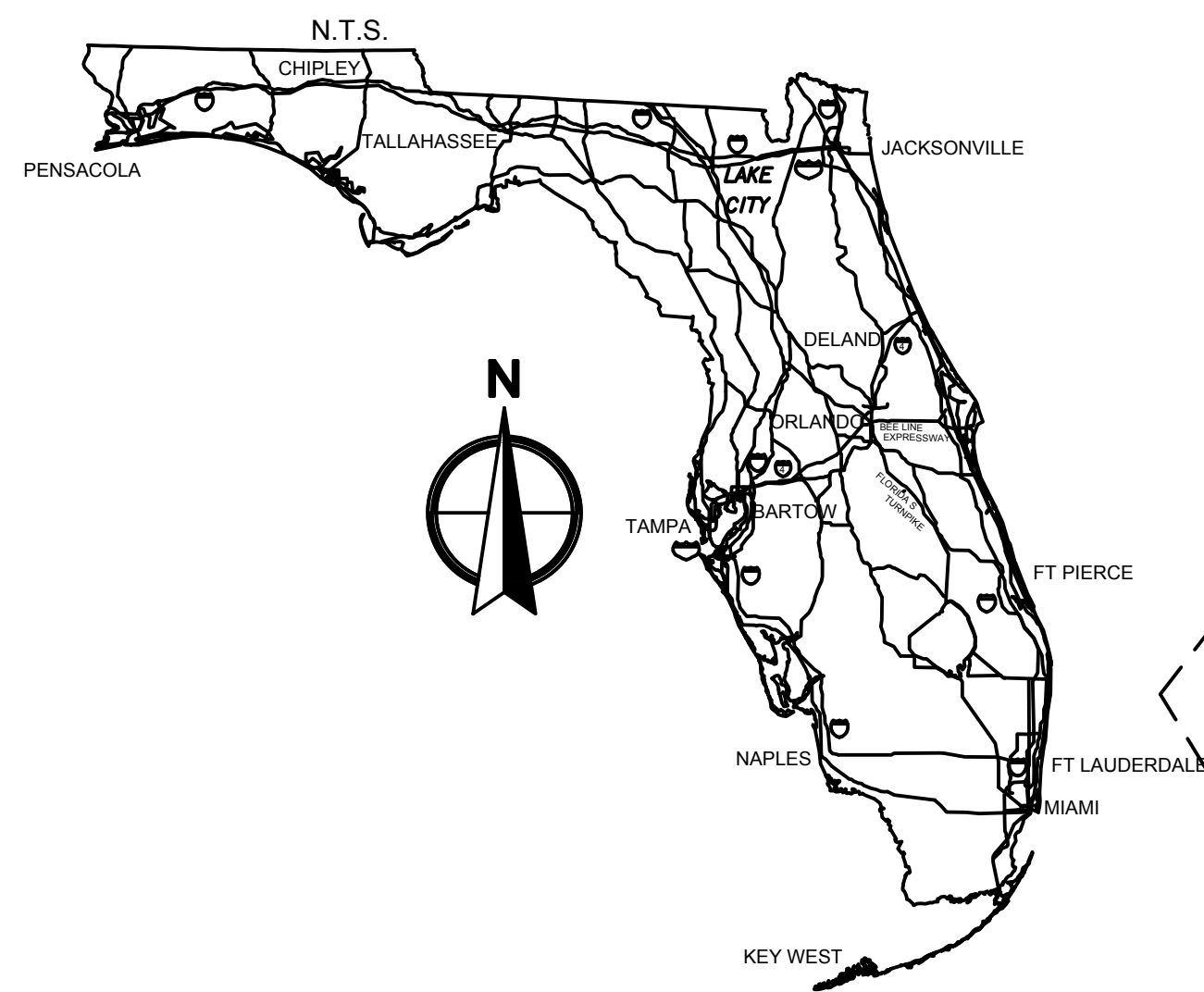
VILLAGE OF PALM SPRINGS

PARK CONNECTOR PATHWAY PHASE 2B

100% CONSTRUCTION DOCUMENTS - BID SET



LOCATION MAP



SHEET INDEX

CIVIL PLANS

GN-100
C-100 - C-105

GENERAL NOTES
PAVING AND GRADING PLAN

HARDSCAPE PLANS

LH-100 - LH-105
LH-500
LH-600

HARDSCAPE PLANS
HARDSCAPE DETAILS
HARDSCAPE MATERIAL SCHEDULE

LANDSCAPE PLANS

LD-100 - LD-105
LD-500 - LD-500

TREE DISPOSITION PLANS
TREE DISPOSITION LIST

REVISIONS		BY	
NO.	DATE	DESCRIPTION	

CAD	JOB NO.	3527 02	KS/BJ	KS/JM	01/15/2021
	DRAWN BY				
	CHECK BY				
	DATE				

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2B

SHEET:
LC-100

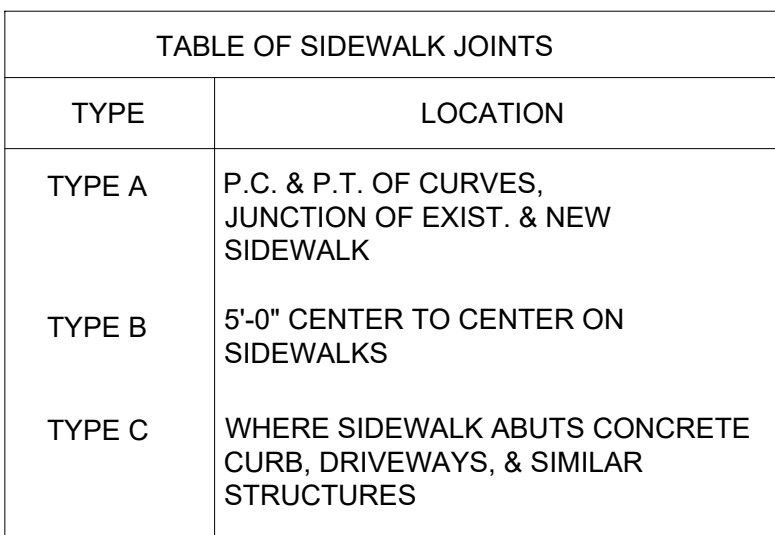
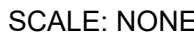
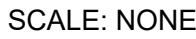


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
TYPE A	P.C. & P.T. OF CURVES, JUNCTION OF EXIST. & NEW SIDEWALK
TYPE B	5'-0" CENTER TO CENTER ON SIDEWALKS
TYPE C	WHERE SIDEWALK ABUTS CONCRETE CURB, DRIVEWAYS, & SIMILAR STRUCTURES

- RIGHT-OF-WAY LINE

PROPOSED CONCRETE

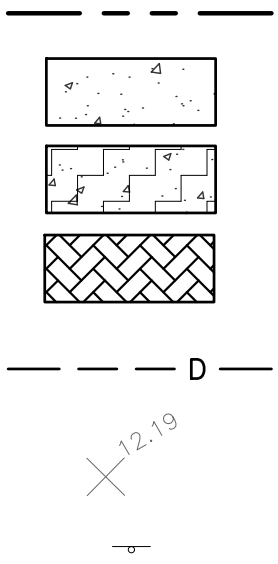
EXISTING SIDEWALK (TO BE REMOVED)

EXISTING SIDEWALK (TO BE REMOVED)

EXISTING DRAINAGE PIPE

EXISTING GROUND ELEVATION

EXISTING STREET SIGN



1. REGULATIONS - ALL CONSTRUCTION SHALL BE DONE IN A WORKMAN LIKE MANNER AND SHALL CONFORM TO ALL VILLAGE OF PALM SPRINGS, STATE AND FEDERAL REGULATIONS AND OR CODES INCLUDING BUT NOT LIMITED TO THE CURRENT PALM BEACH COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LATEST REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES TO BEGIN WORK AND PAY ALL REQUIRED FEES ASSOCIATED WITH SAME.
2. STANDARD DETAILS AND SPECIFICATIONS - STATE, COUNTY AND VILLAGE OF PALM SPRINGS CONSTRUCTION DETAILS AND SPECIFICATIONS SHALL BE APPLIED TO THE APPROPRIATE AREAS OF THE PLANS, GENERALLY DIFFERENTIATED BY PROPERTY OWNERSHIP LINES OR INTENT OF THE DESIGN. ANY CONFLICTS BETWEEN GOVERNING STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. DATUM - UNLESS OTHERWISE NOTED, ELEVATIONS SHOWN HEREON REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). HORIZONTAL DATA SHOWN HEREON REFERS TO N.A.D. 83 FLORIDA STATE PLANE EAST ZONE. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE CONSTRUCTION BEGINS OR RESUMES.
4. CHANGES - ALL CHANGES SHALL BE SUBMITTED IN WRITING AND APPROVED PRIOR TO CONSTRUCTION.
5. GUARANTEE - THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIAL SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
6. SHOP DRAWING - CONTRACTOR TO SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL BEFORE CONSTRUCTION.
7. RESPONSIBILITY - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING UTILITIES WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE AND MATERIAL OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. THE APPROPRIATE UTILITY COMPANY SHALL BE NOTIFIED PRIOR TO ANY CONSTRUCTION IN OR AROUND THAT UTILITY. CALL "SUNSHINE STATE ONE CALL" AT 1-800-432-4770 PRIOR TO ANY EXCAVATION. THE ENGINEER AND OWNER SHALL BE HELD HARMLESS AGAINST ALL CLAIMS OR DAMAGES.
8. RESTORATION - THE CONTRACTOR SHALL IMMEDIATELY REPAIR AND RESTORE EXISTING SITE FEATURES INCLUDING PAVEMENT, DRIVEWAYS, FENCES, IRRIGATION, TRAFFIC CONTROL DEVICES, MAILBOXES AND PROPERTY CORNERS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES. THE REPAIR AND RESTORATION SHALL CONFIRM TO APPLICABLE STANDARDS AS GOVERNED.

1. CONTRACTOR SHALL REMOVE/RELOCATE TREES INDICATED ON TREE DISPOSITION PLAN, REFER TO LANDSCAPE PLAN FOR ADDITIONAL INFORMATION.
2. GRUBBING - ALL STUMPS, ROOTS, BURIED LOGS OR OTHER UNSUITABLE MATERIAL WITHIN THE LIMITS OF SIDEWALK CONSTRUCTION SHALL BE REMOVED TO A DEPTH OF 30" BELOW FINISHED PAVEMENT ELEVATION AND REPLACED WITH CLEAN FILL.
3. PROTECTION - THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT ALL EXISTING BUILDINGS, UTILITIES, STRUCTURES THAT ARE ABOVE OR BELOW GROUND AND SHALL HOLD THE ENGINEER AND OWNER HARMLESS AGAINST ALL CLAIMS OR DAMAGES.

1. CLEARING - CLEARING SHALL BE LIMITED TO THE CONSTRUCTION AREA AND/OR AS DIRECTED BY THE ENGINEER OR VILLAGE OF PALM SPRINGS.
2. DEBRIS REMOVAL - ALL DEBRIS SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED. ANY MATERIAL RETAINED ON-SITE FOR MORE THAN 30 DAYS SHALL BE STORED IN CONTAINERS APPROVED BY THE ENGINEER.

1. GRADING - SIDEWALK CROSS SLOPE NOT TO EXCEED 2%.
2. NEW SIDEWALKS SHALL BE GRADED TO SLOPE TOWARDS THE ROAD AND NOT TOWARDS ADJACENT HOMES OR BUSINESSES.
3. ADA DETECTABLE SURFACE SHELL WARNINGS TO BE INSTALLED PER THE ADA STANDARDS OF ACCESSIBLE DESIGN.
4. ADA DETECTABLE WARNING SURFACE SHALL BE DARK GRAY ARMOR-TILE OR APPROVED EQUAL.
5. REFERENCE HARDSCAPE PLANS FOR CROSSWALK AND SIDEWALK DESIGN DETAILS.
6. SIDEWALK THICKNESS SHALL BE 6" DEPTH CONCRETE AT DRIVEWAYS AND ROADWAY CROSSINGS AND 4" DEPTH IN LANDSCAPE AREAS.

1. CONTRACTOR SHALL PROVIDE INLET PROTECTION FOR ALL EXISTING CATCH BASINS ADJACENT TO NEW PATHWAY.

RIGHT-OF-WAY LINE

PROPOSED CONCRETE

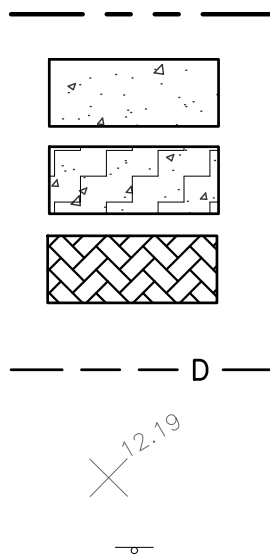
EXISTING SIDEWALK (TO BE REMOVED)

EXISTING SIDEWALK (TO BE REMOVED)

EXISTING DRAINAGE PIPE

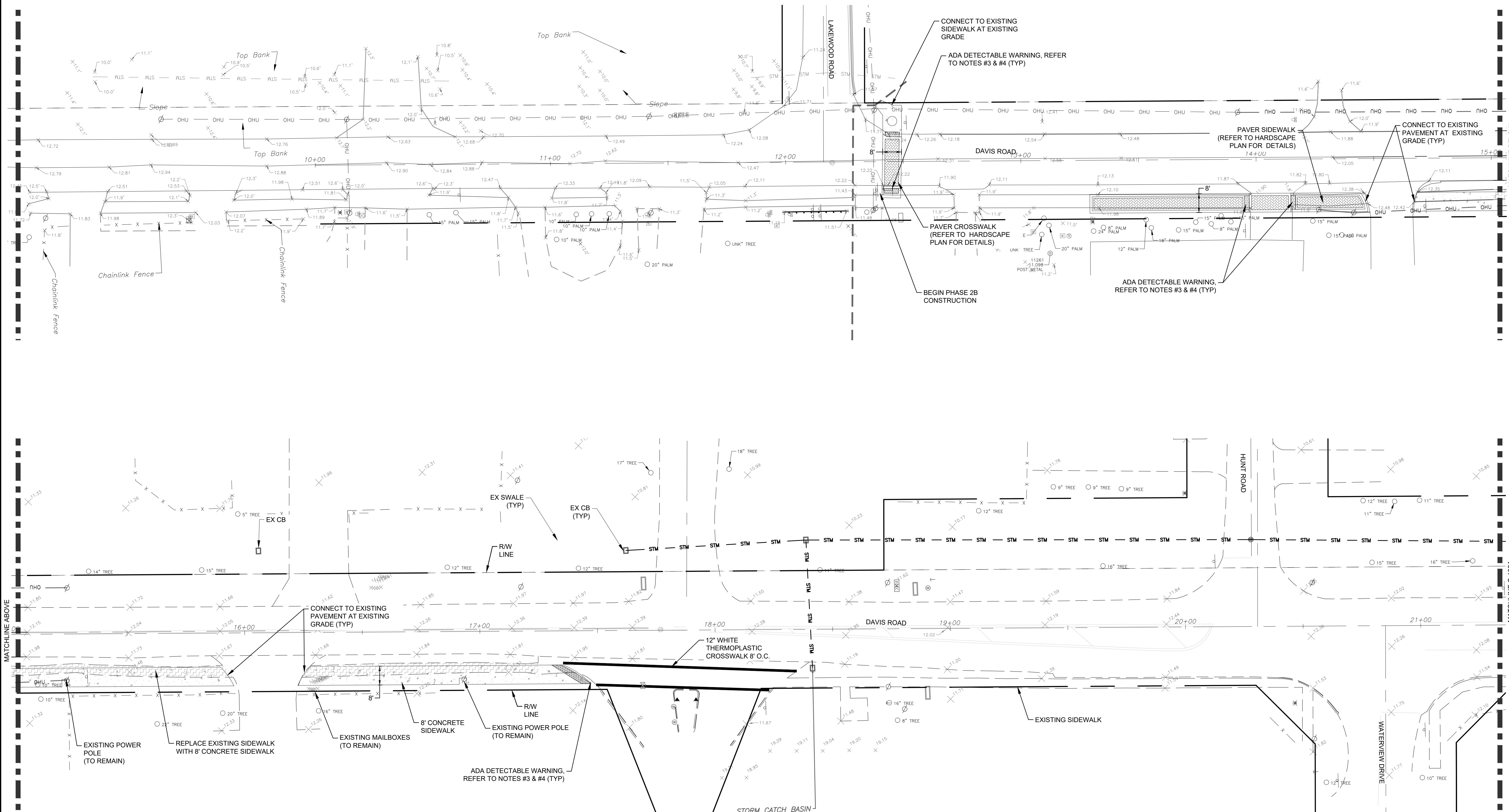
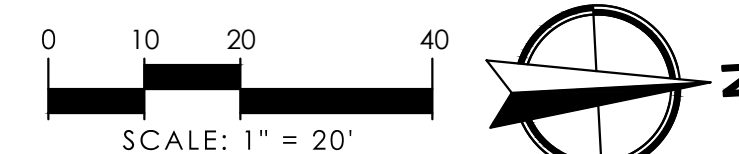
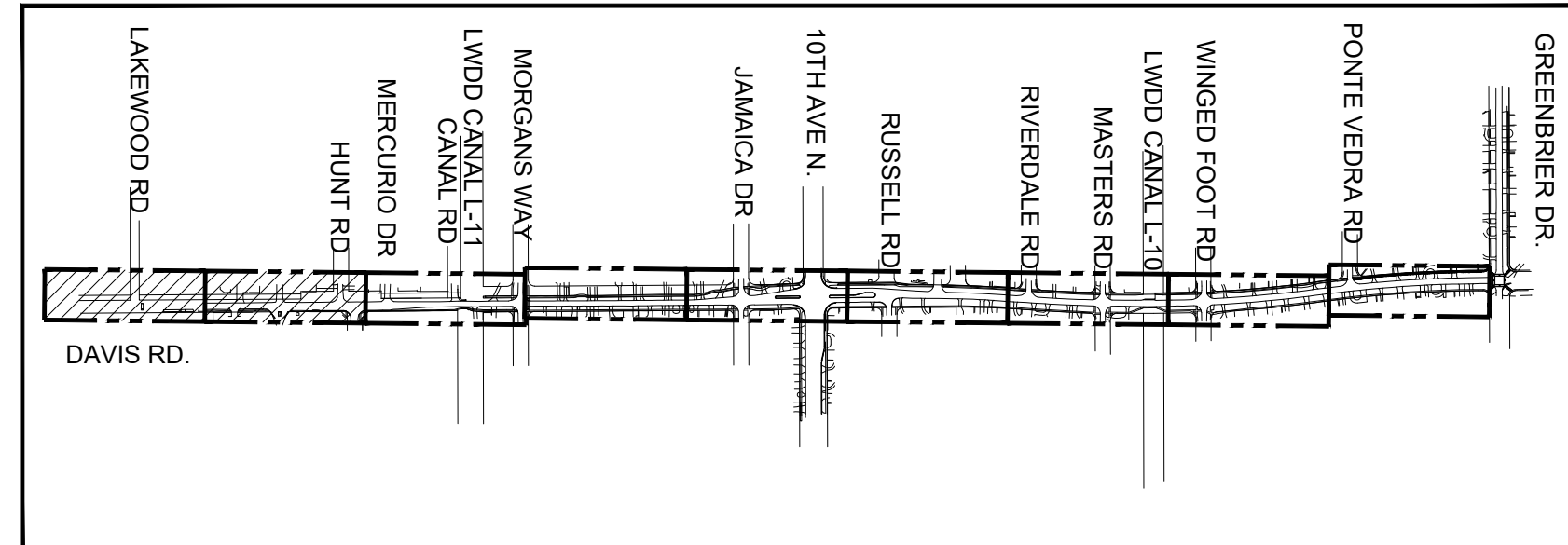
EXISTING GROUND ELEVATION

EXISTING STREET SIGN



1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS.

SHEET KEY MAP

[illegible]

CAD 352702-CV-FG PH2B.DWG	
JOB NO.	3527.02
DRAWN BY	TD
CHECK BY	CJH
DATE	1/28/21

ENGINEER OF RECORD
CHRISTOPHER J. HOLMES, PE
PE# 66344

**VILLAGE OF PALM SPRING PARK
CONNECTION PATHWAYS
PHASE 2B
CONCEPT PAVING AND GRADING PLAN**

SHEET:
C-101

Jerryn Long c:\pwworking\jerrynlong\15155521352702-CV-PG PH28.dwg ---- Plotted: 1/28/2021 8:43:49 AM Saved: 8/28/2020 10:53:11 AM

RIGHT-OF-WAY LINE

RIGHT-OF-WAY LINE

PROPOSED CONCRETE

EXISTING SIDEWALK (TO BE REMOVED)

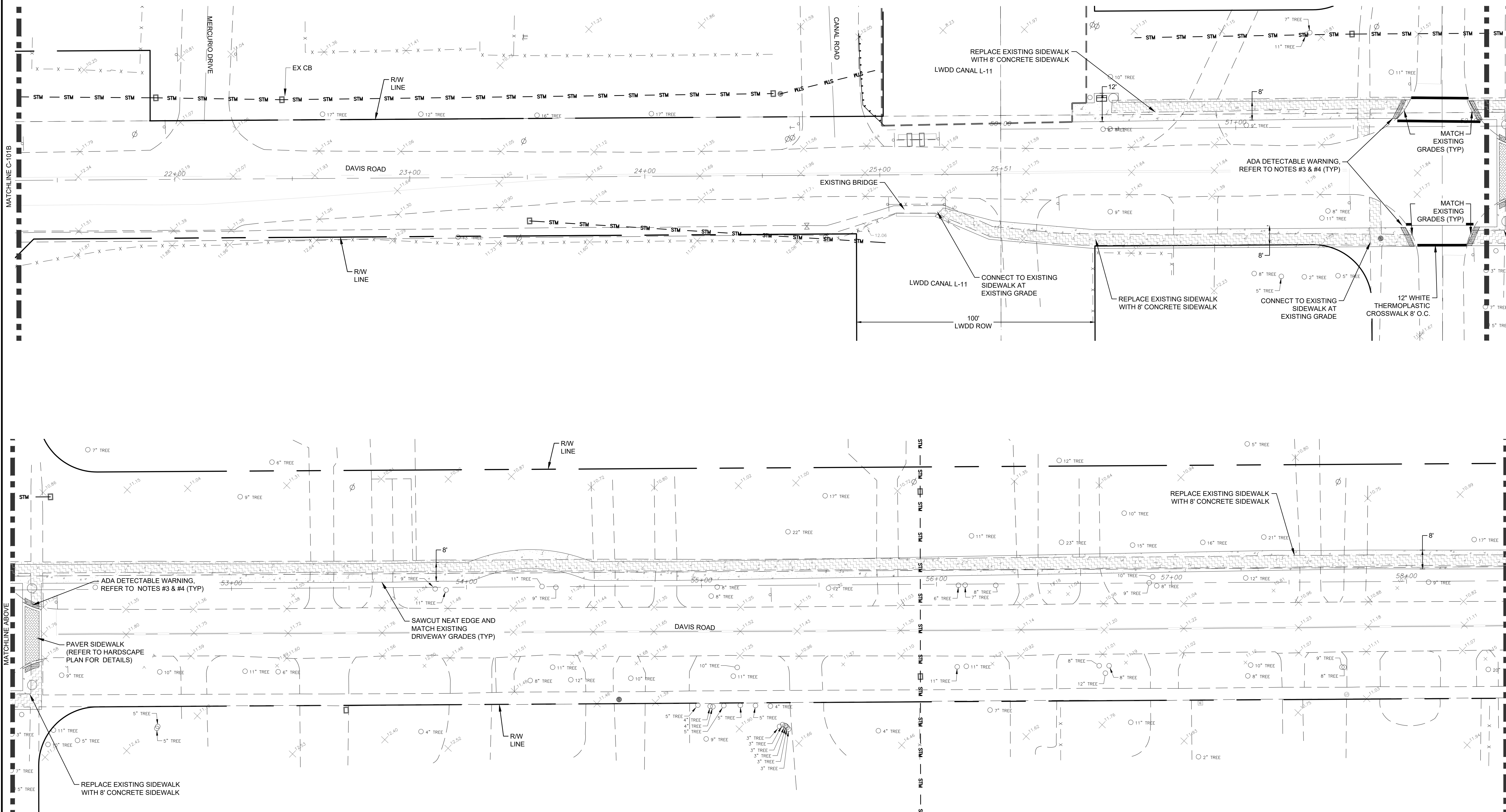
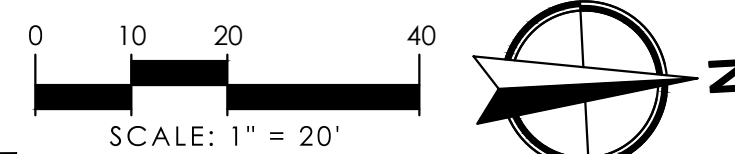
EXISTING SIDEWALK (TO BE REMOVED)

EXISTING DRAINAGE PIPE

EXISTING GROUND ELEVATION

EXISTING STREET SIGN

1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS.



	MATCHLINE BELOW			
	NO.	DATE	DESCRIPTION	BY
CAD 352702-CV-CP-PH-BDWG				
JOB NO.	3527 02			
DRAWN BY			TD	
CHECK BY			CJH	
DATE		1/28/21		

ENGINEER OF RECORD
CHRISTOPHER J. HOLMES, PE
PE# 66344

**VILLAGE OF PALM SPRING PARK
CONNECTION PATHWAYS**

PHASE 2B

CONCEPT PAVING AND GRADING PLAN

SHEET:
C-102

RIGHT-OF-WAY LINE

RIGHT-OF-WAY LINE

PROPOSED CONCRETE

EXISTING SIDEWALK (TO BE REMOVED)

EXISTING SIDEWALK (TO BE REMOVED)

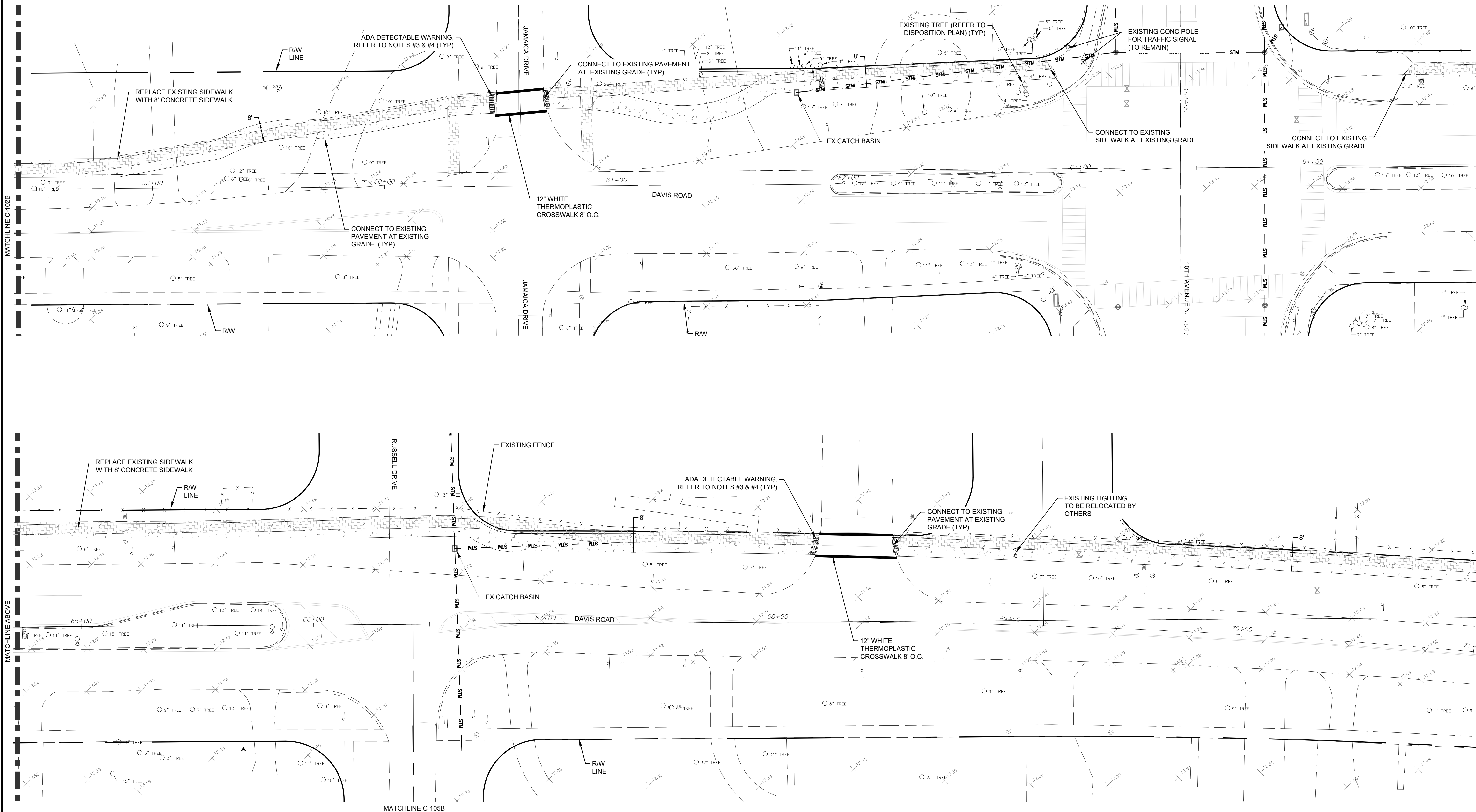
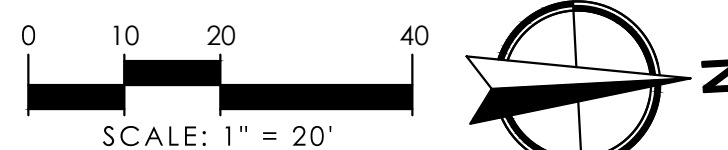
EXISTING DRAINAGE PIPE

EXISTING GROUND ELEVATION

EXISTING STREET SIGN

1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS.

1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS.



CAD 352702-CV-FQ-PLH-B2.DWG		REVISIONS	
NO.	DATE	DESCRIPTION	BY
JOB NO.	3527 02		
DRAWN BY	TD		
CHECK BY	CJH		
DATE	1/28/21		

ENGINEER OF RECORD
CHRISTOPHER J. HOLMES, PE
PE# 66344

**VILLAGE OF PALM SPRING PARK
CONNECTION PATHWAYS**

PHASE 2B

CONCEPT PAVING AND GRADING PLAN

SHEET:
C-103

LEGEND

RIGHT-OF-WAY LINE

PROPOSED CONCRETE

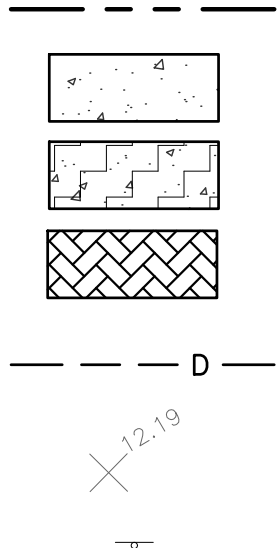
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EXISTING SIDEWALK (TO BE REMOVED)

EXISTING DRAINAGE PIPE

EXISTING GROUND ELEVATION

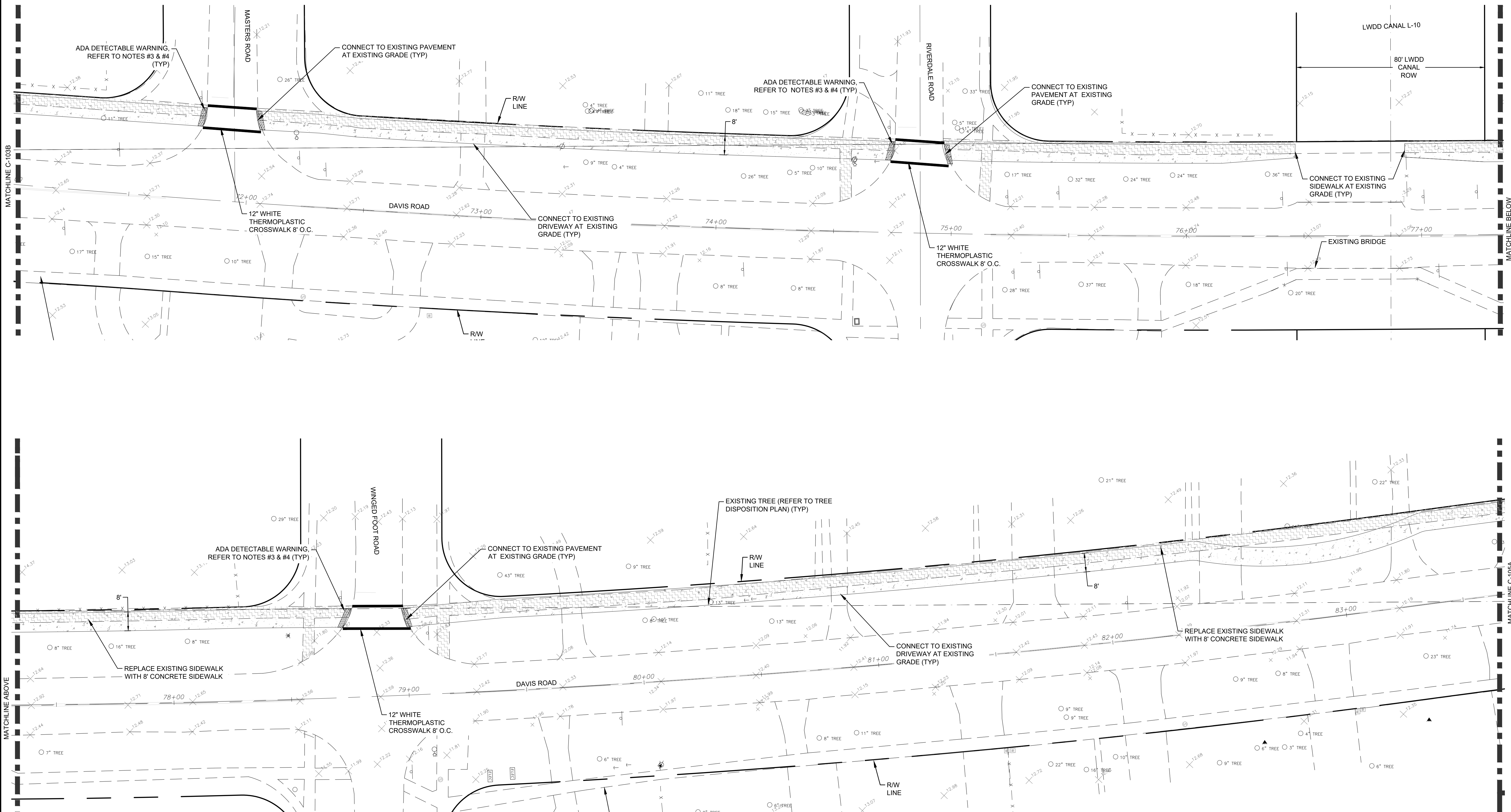
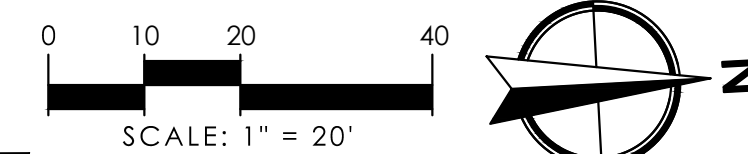
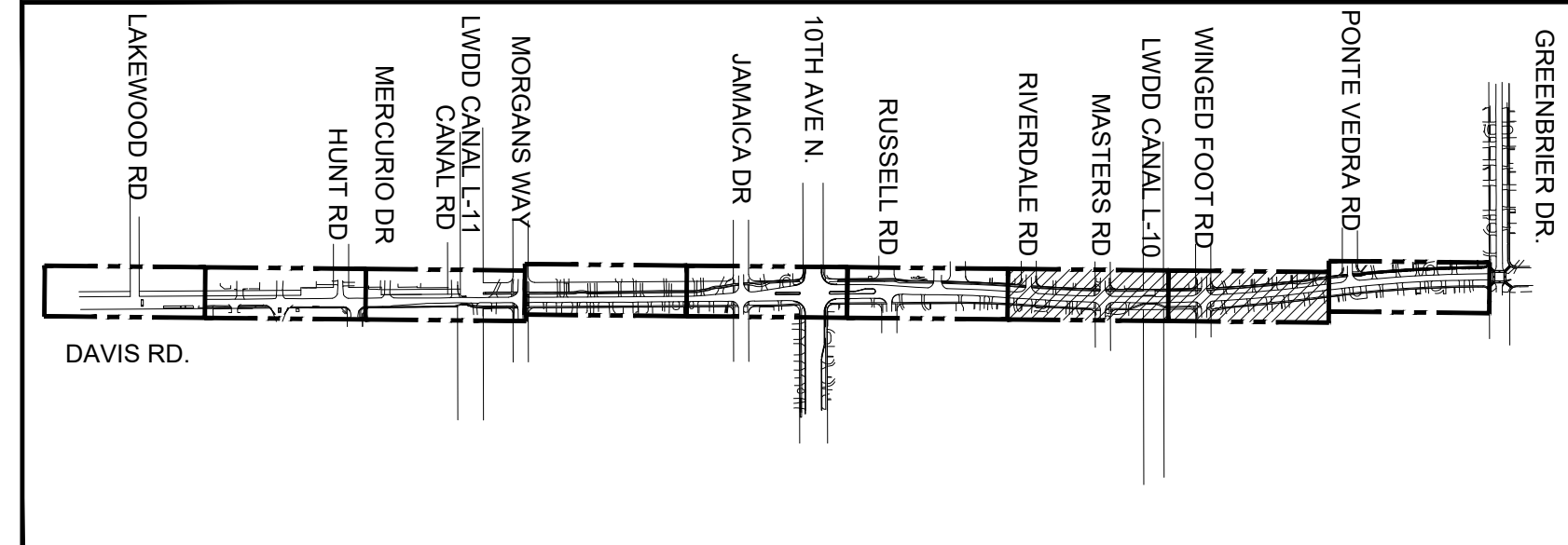
EXISTING STREET SIGN



NOTES:

1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS.

SHEET KEY MAP



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NO.	DATE	DESCRIPTION	BY
JOB NO.	3527 02		
DRAWN BY	TD		
CHECK BY	CJH		
DATE	1/28/21		
ENGINEER OF RECORD CHRISTOPHER J. HOLMES, PE PE# 66344			

RIGHT-OF-WAY LINE

RIGHT-OF-WAY LINE

PROPOSED CONCRETE

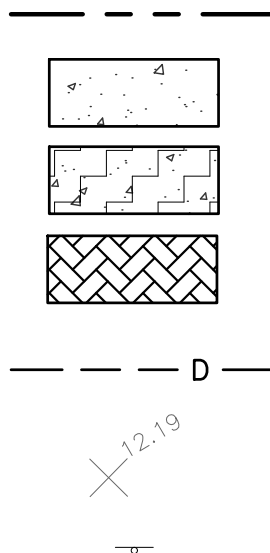
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EXISTING SIDEWALK (TO BE REMOVED)

EXISTING DRAINAGE PIPE

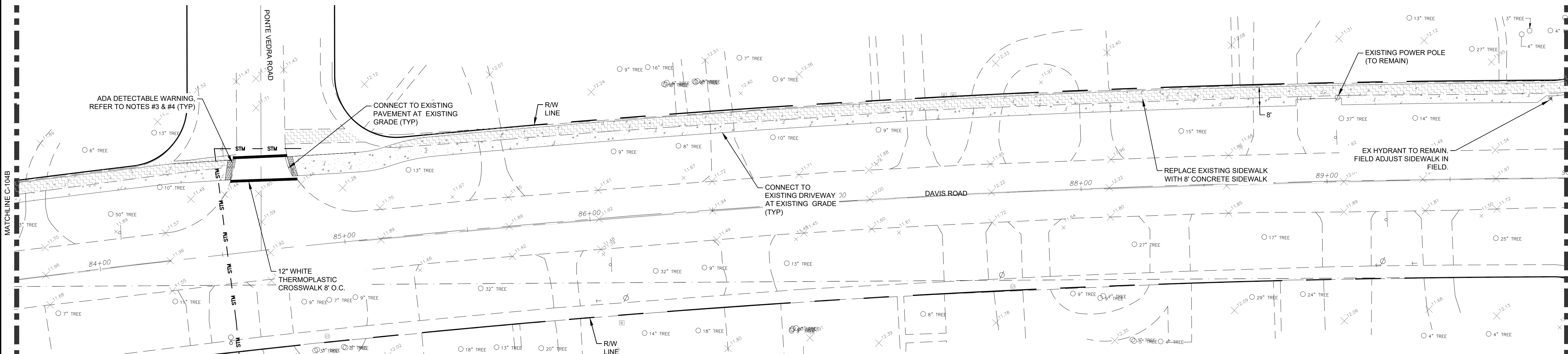
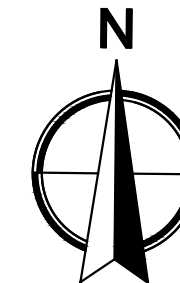
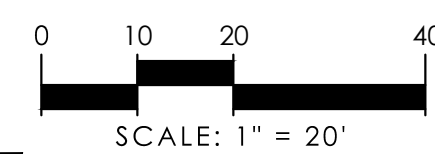
EXISTING GROUND ELEVATION

EXISTING STREET SIGN



1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS

1. REFERENCE TREE DISPOSITION PLAN FOR TREE RELOCATIONS AND REMOVALS



CONTINUATION ON PHASE 2A

CAD 352702-CV-QP-HB-DWG	REVISIONS		
	NO.	DATE	DESCRIPTION
JOB NO.	3527 02		BY
DRAWN BY	TD		
CHECK BY	CJH		
DATE	1/28/21		

ENGINEER OF RECORD
CHRISTOPHER J. HOLMES, PE
PE# 66344

**VILLAGE OF PALM SPRING PARK
CONNECTION PATHWAYS**

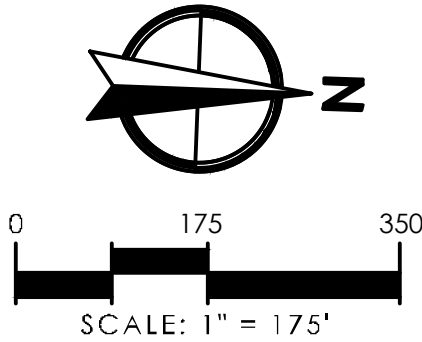
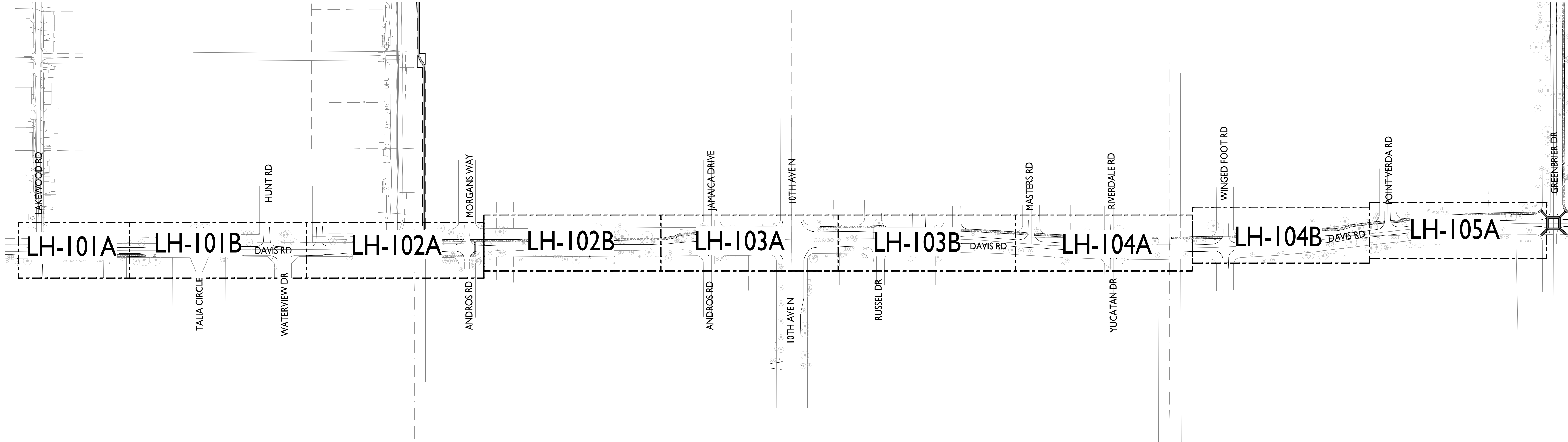
PHASE 2B

CONCEPT PAVING AND GRADING PLAN

SHEET:
C-105

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SHEET:
LH-100

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2B
OVERALL HARDSCAPE PLAN

BID SET

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

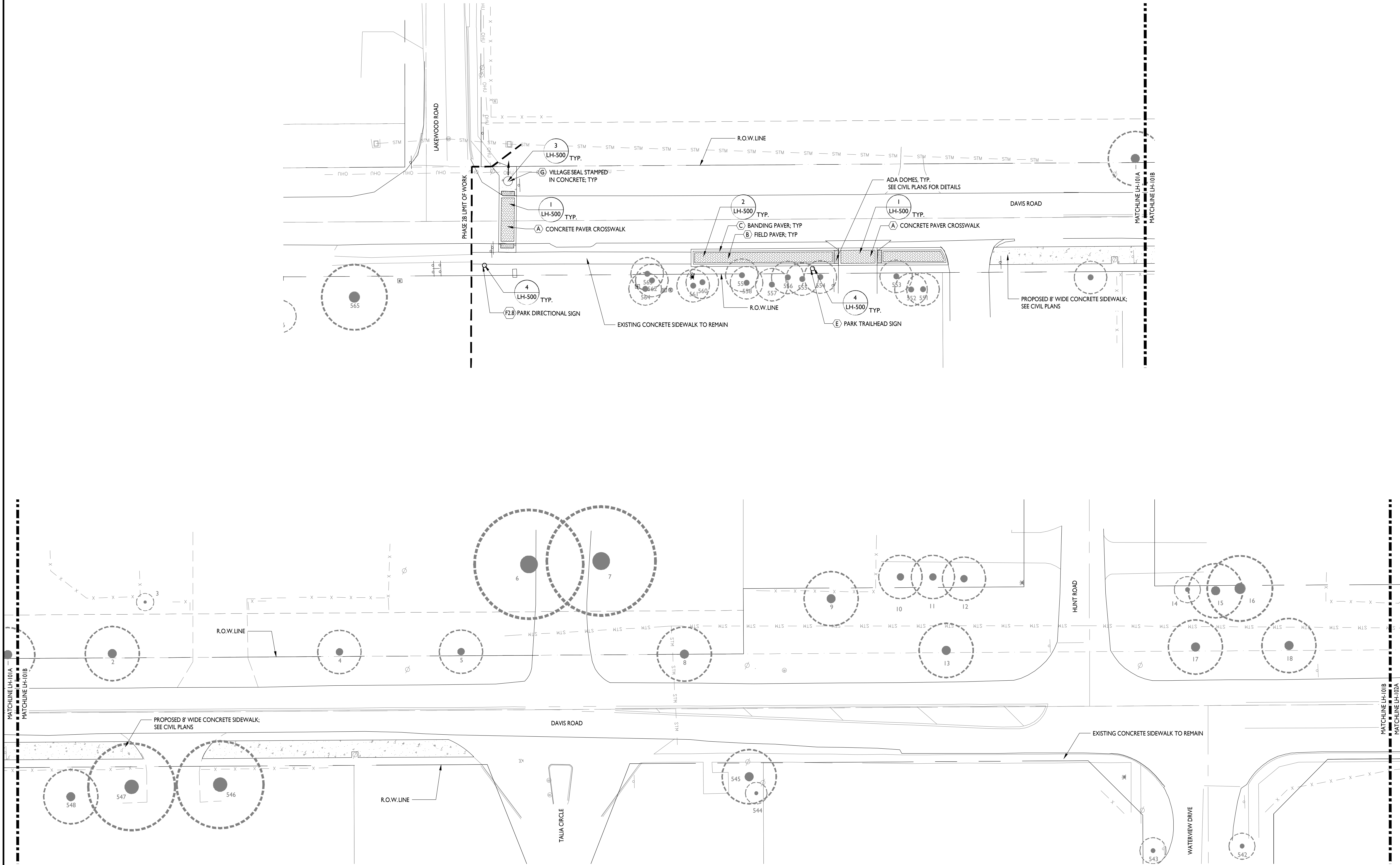
CAD	JOB NO.	DRAWN BY	CHECK BY	DATE
	3527.02	KS/BJ	KS/JM	01/15/2021

REVISIONS			
NO.	DATE	DESCRIPTION	BY

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2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

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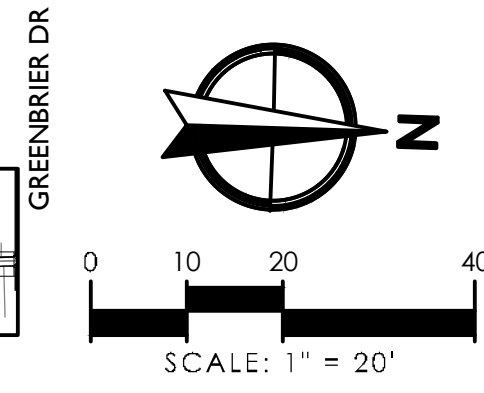
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NO.	DATE	DESCRIPTION

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DATE	01/15/2021	
LANDSCAPE ARCHITECT OF RECORD Kirsten Siegel PLA# LA6667375		
BID SET		

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2B
HARDSCAPE PLAN

SHEET:
LH-101

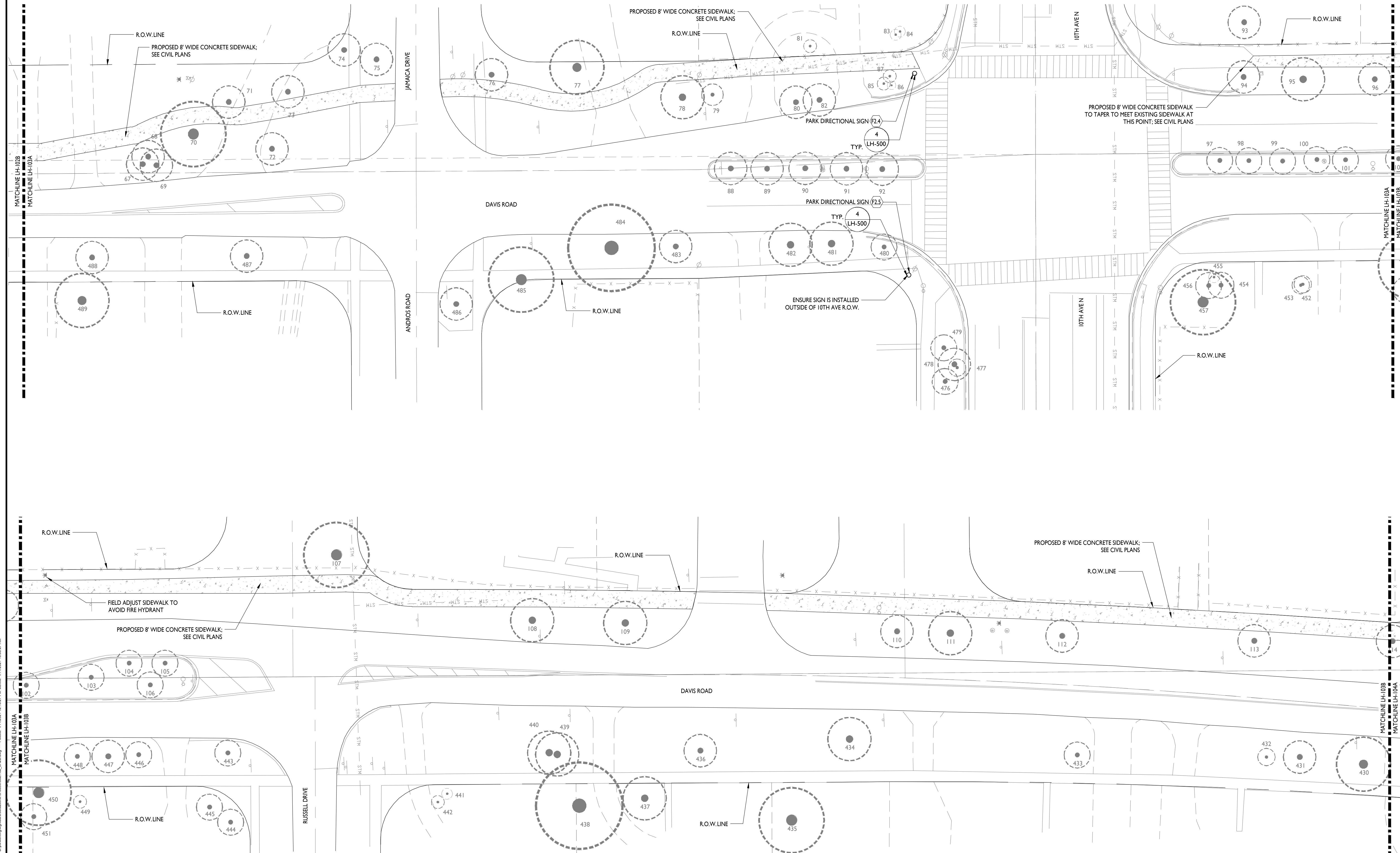
WGI[®]
2035 Vista Parkway, West Palm Beach, FL 33411
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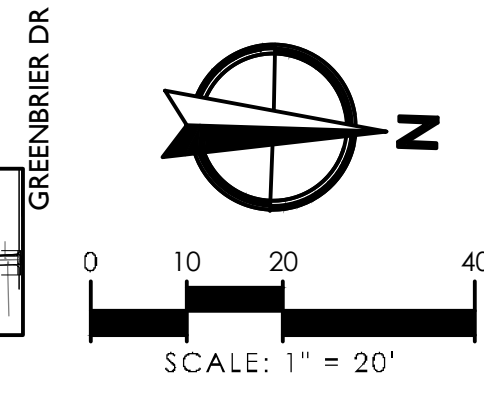
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Cert No. 6091 - LB No. 7055

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JOB NO.	3527 02					
DRAWN BY	KSIBJ					
CHECK BY	KSJIM					
DATE	01/15/2021					

BID SET	VILLAGE OF PALM SPRINGS PARK CONNECTOR PATHWAYS PHASE 2B HARDSCAPE PLAN	SHEET: LH-102
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CAD		NO.	DATE	DESCRIPTION	REVISIONS	BY
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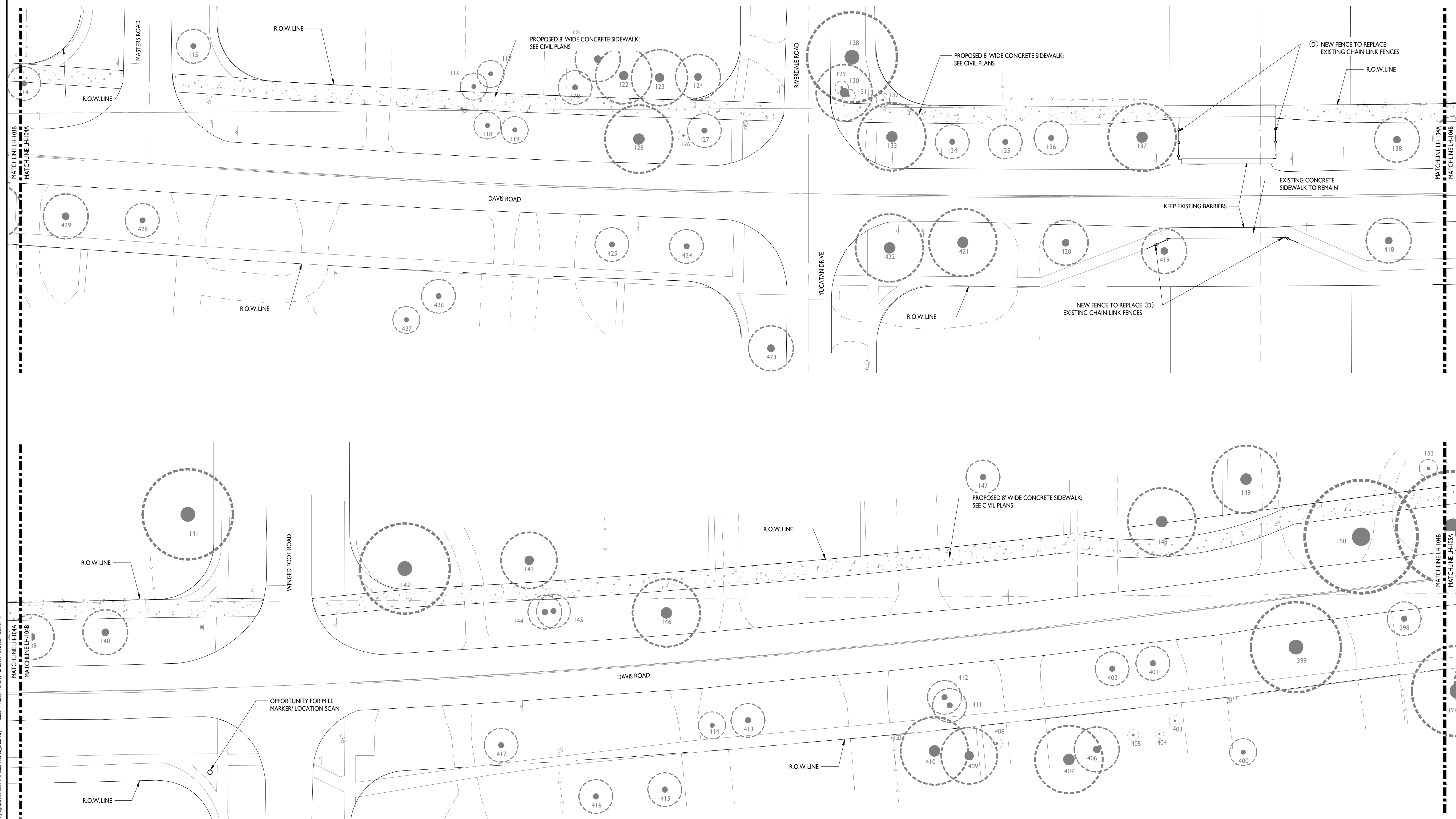
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JOB NO.	3527 02					
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DATE	01/15/2021					

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

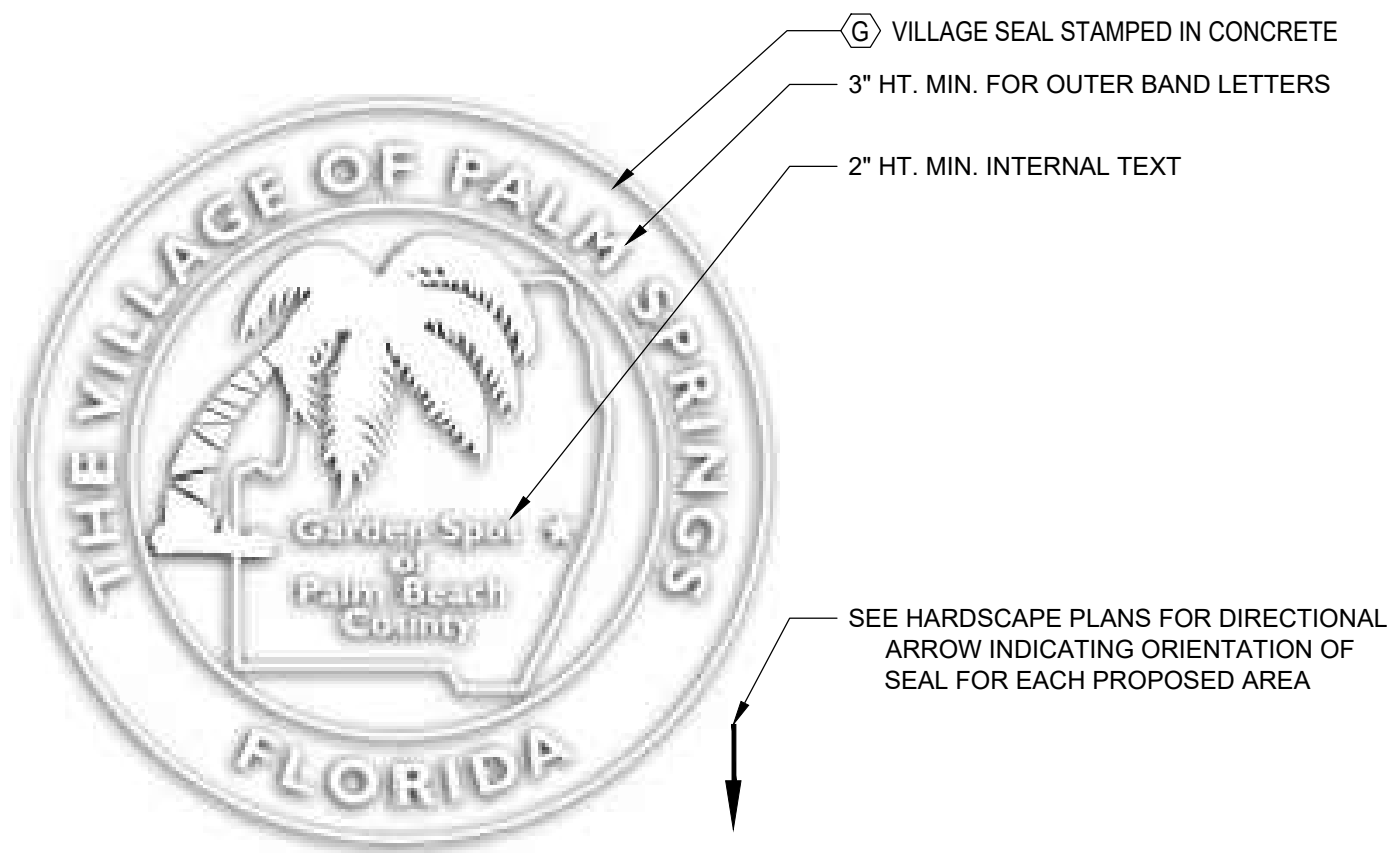
VILLAGE OF PALM SPRINGS PARK CONNECTOR PATHWAYS PHASE 2B HARDSCAPE PLAN

SHEET:
LH-104



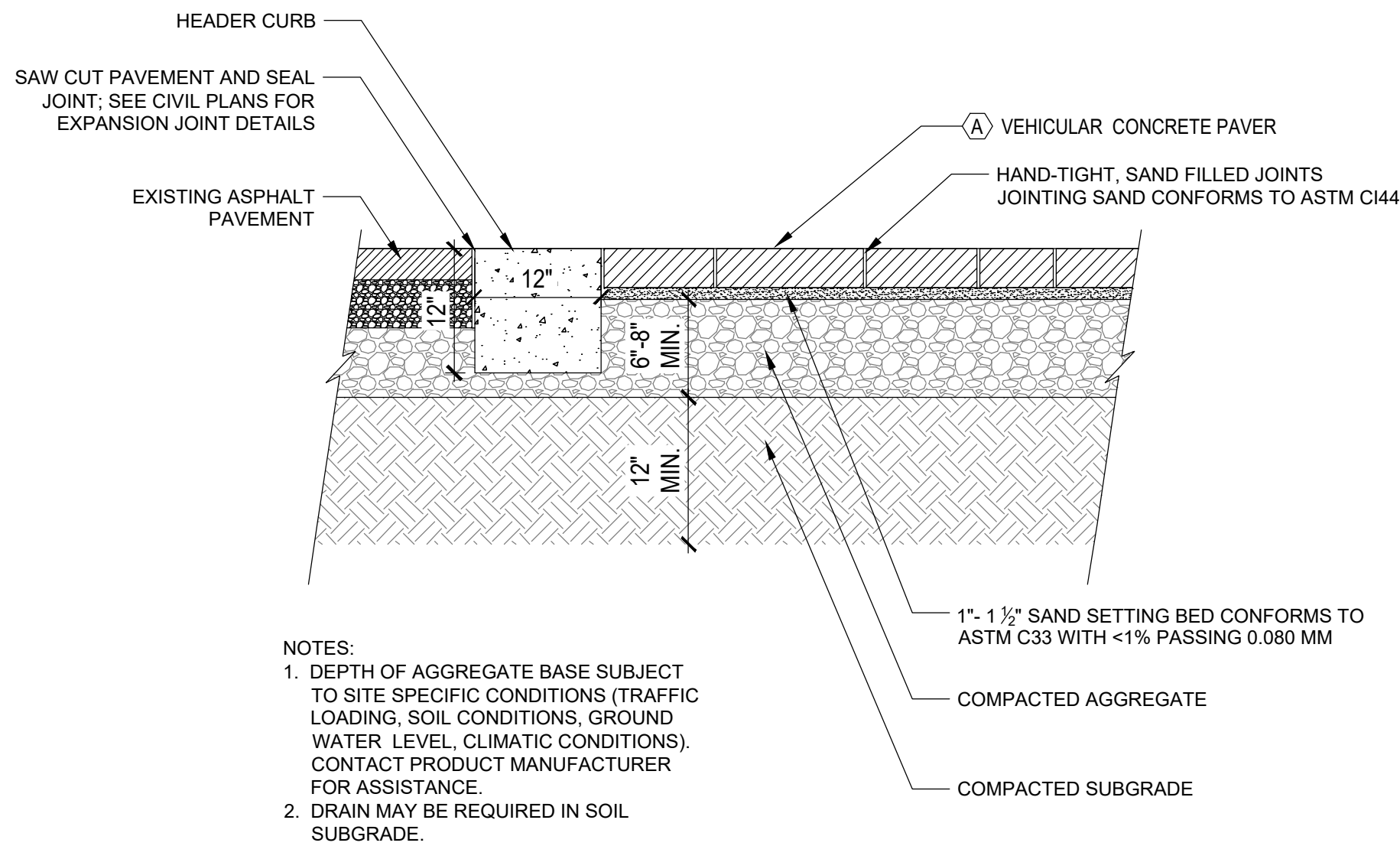
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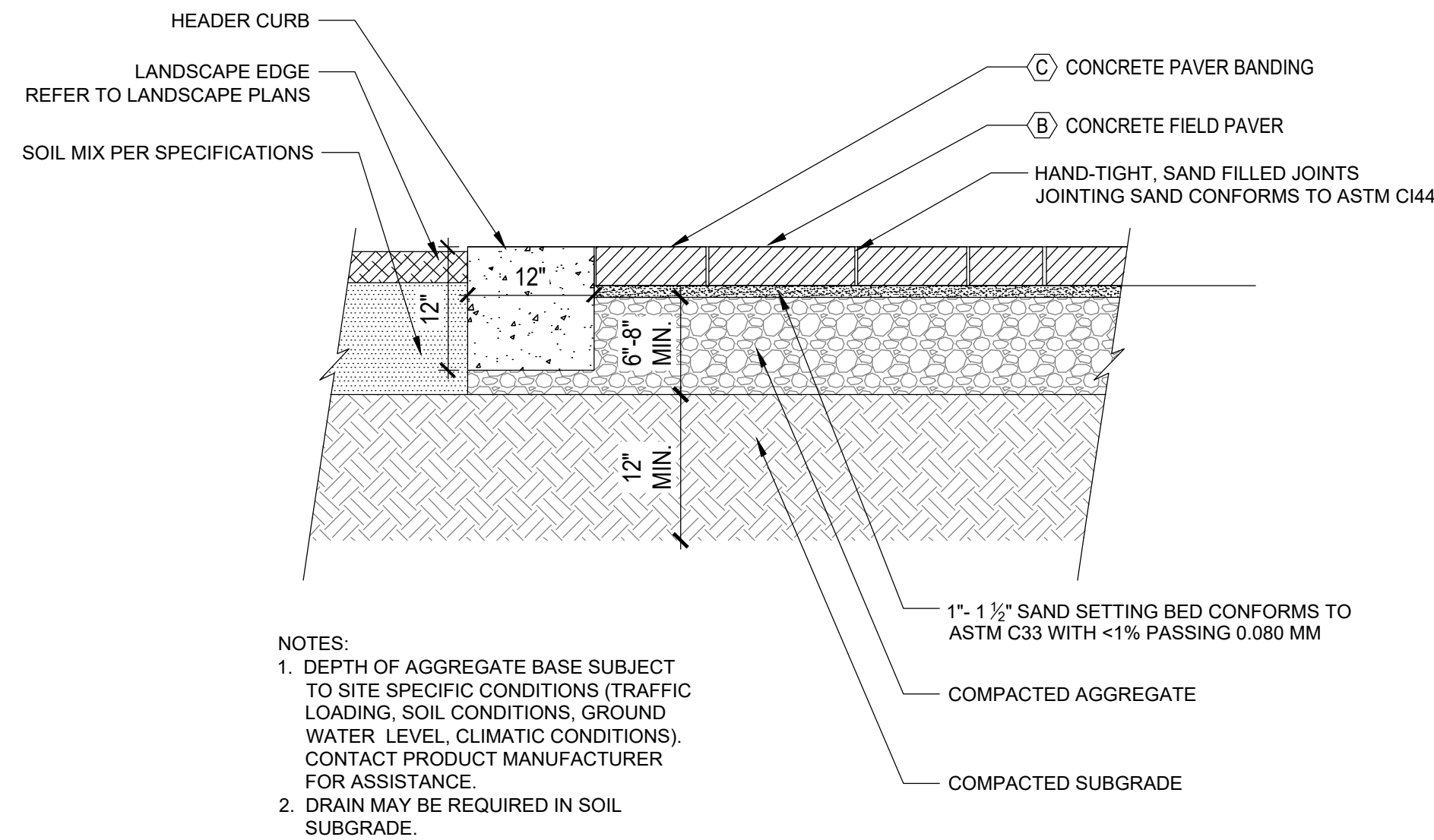
3 VILLAGE SEAL

NTS



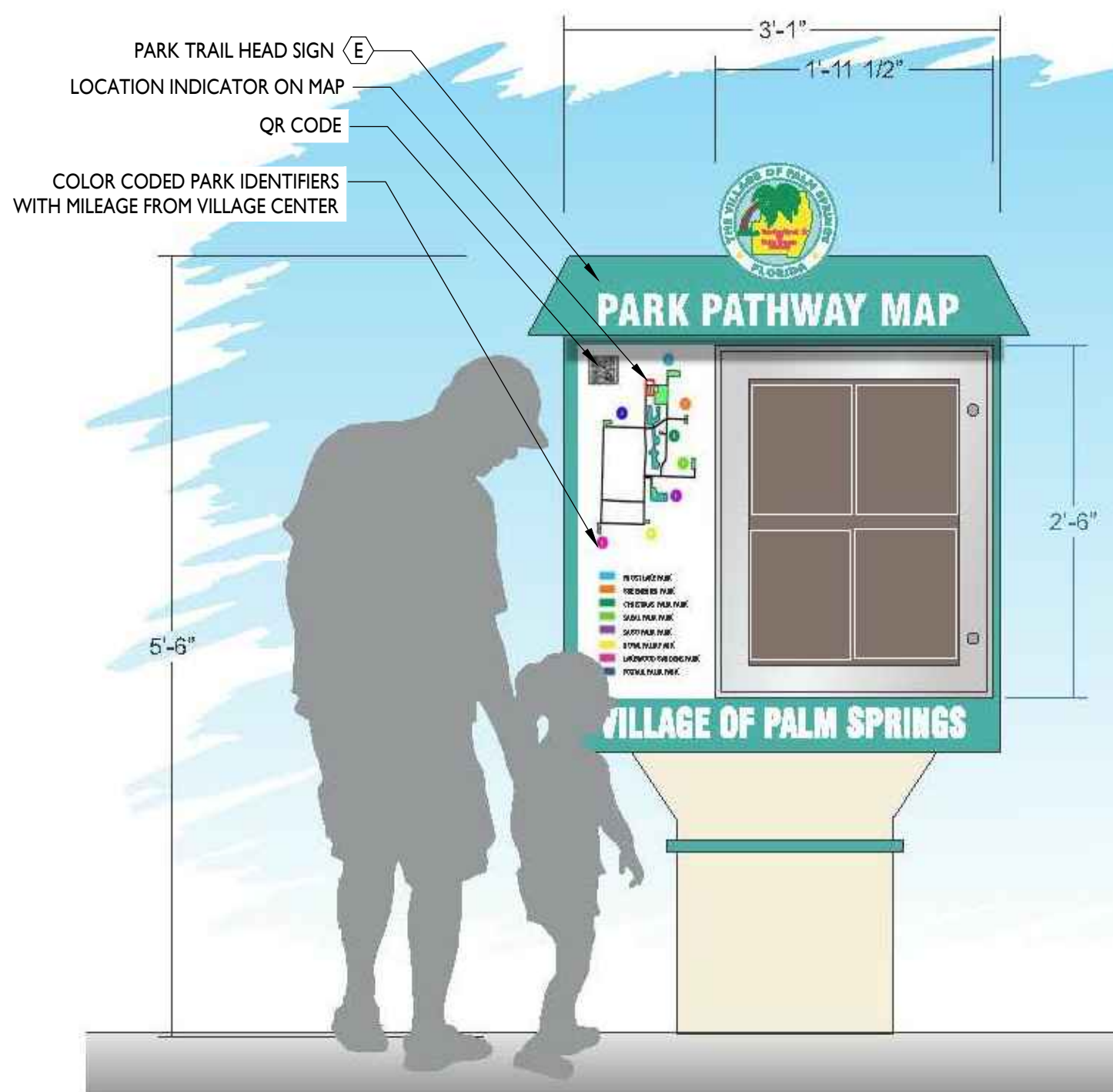
1 VEHICULAR PAVER CROSSWALK ADJACENT TO EXISTING ASPHALT TYPICAL SECTION

SCALE: 1" = 1' - 0"



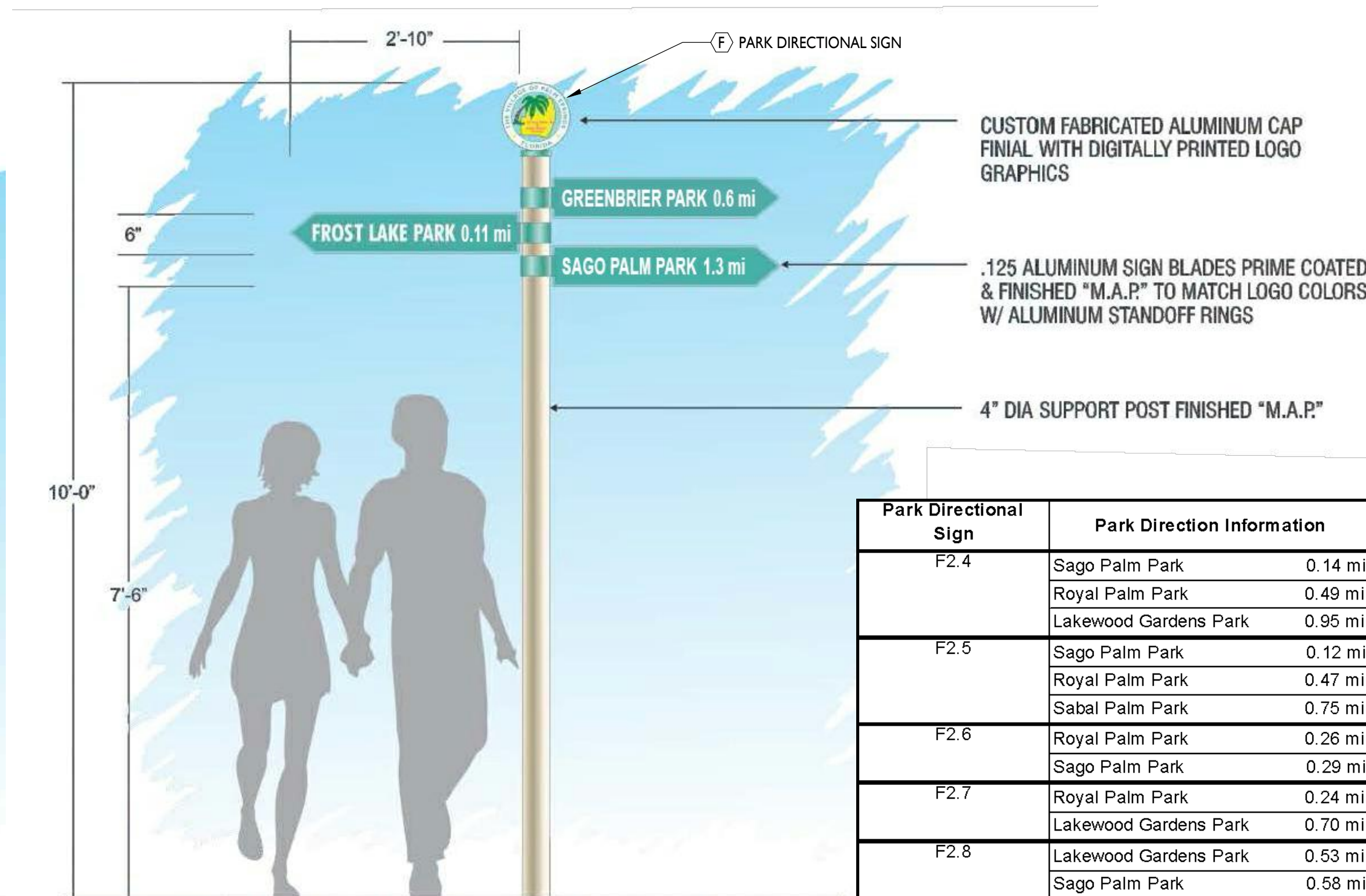
2 PEDESTRIAN PAVER TYPICAL SECTION

SCALE: 1" = 1' - 0"



4 CONCEPTUAL TRAIL HEAD SIGNS

NTS



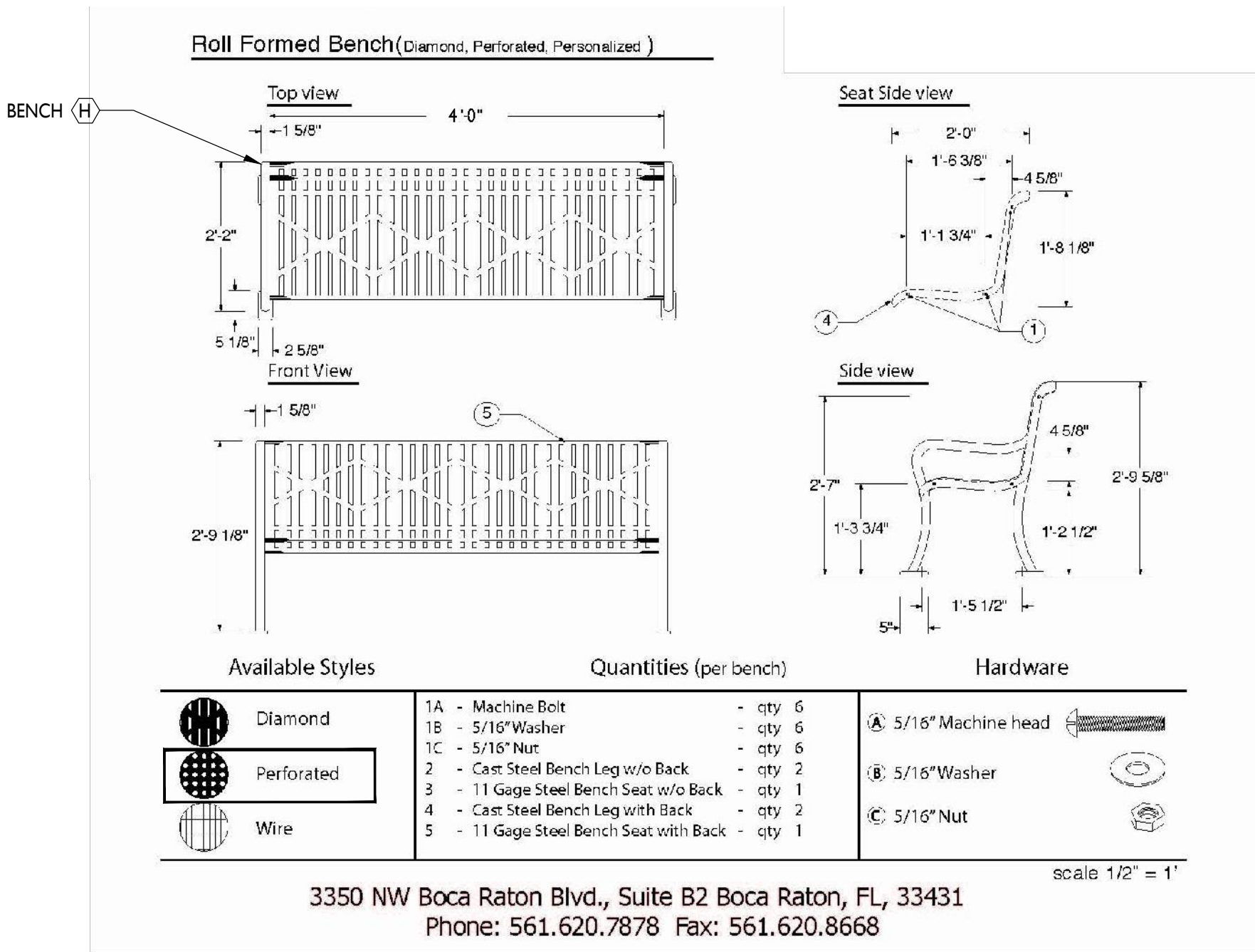
REVISIONS			BY
NO.	DATE	DESCRIPTION	

CAD	JOB NO.	3527.02	DRAWN BY	KS/BJ	CHECK BY	KS/JM	DATE	01/15/2021
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LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2B
HARDSCAPE DETAILS



1 GROUND MOUNTED BENCH

SCALE: 1/2" = 1'

REVISIONS			BY
NO.	DATE	DESCRIPTION	

CAD	JOB NO.	3527.02	DRAWN BY	KS/BJ	CHECK BY	KS/JM	DATE	01/15/2021
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LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2B
HARDSCAPE DETAILS

SHEET:
LH-501

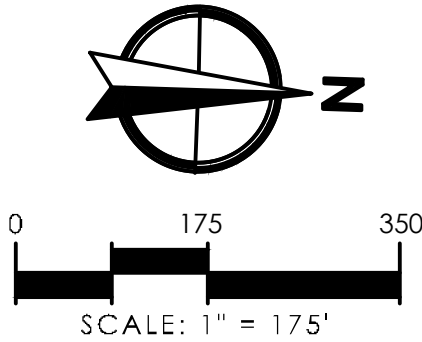
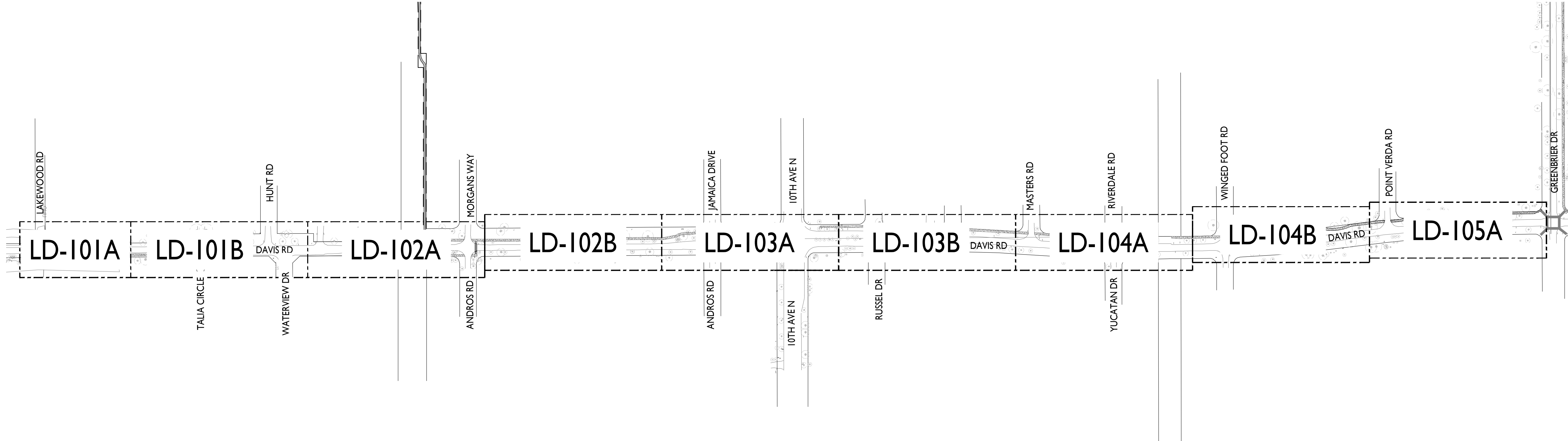
Kirsten Siegel, C:\pwworking\wg15158603527_02_LH600.dwg -- Plotter: 21020201 4:08:24 PM Saved: 21020201 4:08:54 PM

MATERIALS SCHEDULE					
KEYNOTE CODE	MATERIAL	MANUFACTURER OR DISTRIBUTOR	SERIES, MODEL AND SIZE	COLOR, FINISH AND PATTERN	RECOMMENDATIONS AND NOTES
A	VEHICULAR GRADE CONCRETE PAVERS FOR CROSSWALKS	TREMRON MICHAEL CLARCHICK 954-258-0633 MCLARCHICK@TREMRON.COM	4" X 8" BRICK 80 MM PAVERS (3-1/8")	LION'S BRIDGE STANDARD FINISH HERRINGBONE	REFER TO DETAIL 1/LH-500, HARDSCAPE PLANS; AND CIVIL PLANS ; INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
B	CONCRETE FIELD PAVERS	TREMRON MICHAEL CLARCHICK 954-258-0633 MCLARCHICK@TREMRON.COM	4" X 8" BRICK 60 MM PAVERS (2-3/8")	LION'S BRIDGE STANDARD FINISH HERRINGBONE	REFER TO DETAIL 2/LH-500, HARDSCAPE PLANS; AND CIVIL PLANS ; INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
C	CONCRETE BANDING PAVERS	TREMRON MICHAEL CLARCHICK 954-258-0633 MCLARCHICK@TREMRON.COM	4" X 8" BRICK 60 MM PAVERS (2-3/8")	LION'S BRIDGE STANDARD FINISH SOLDIER COARSE	REFER TO DETAIL 2/LH-501, HARDSCAPE PLANS; AND CIVIL PLANS ; INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
D	FENCE	LIBERTY CATWALKS WWW.LIBERTYCATWALKS.COM	TO MATCH EXISTING ALUMINUM FENCE (VILLAGE STANDARD)	ALUMINUM	INSTALL PER MANUFACTURERS RECOMMENDATIONS SHOP DRAWINGS TO BE PROVIDED TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL
E	PARK TRAIL HEAD SIGN	FERRIN SIGNS INC WWW.FERRINSIGNS.COM 1-844-885-8712	CUSTOM	CUSTOM	REFER TO DETAIL 4/LH-500 INSTALL PER MANUFACTURERS RECOMMENDATIONS SHOP DRAWINGS TO BE PROVIDED TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL
F	PARK DIRECTIONAL SIGN	FERRIN SIGNS INC WWW.FERRINSIGNS.COM 1-844-885-8712	CUSTOM	CUSTOM	REFER TO DETAIL 4/LH-500 INSTALL PER MANUFACTURERS RECOMMENDATIONS SHOP DRAWINGS TO BE PROVIDED TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL
G	VILLAGE SEAL CUSTOM CONCRETE STAMP	SCOFIELD SYSTEMS MARSHALL HOSKINS 803-636-6646 MARSHALL@BUTTERFIELDCOLOR.COM WWW.SCOFILED.COM/STAMPED-CONCRETE.HTML	CUSTOM 48" DIAMETER CIRCLE	VILLAGE OF PALM SPRINGS SEAL	REFER TO DETAIL 3/LH-500 SHOP DRAWINGS TO BE PROVIDED TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO FABRICATION OF STAMP; MOCK-UP REQUIRED FOR APPROVAL BEFORE INSTALLATION; INSTALL PER MANUFACTURERS RECOMMENDATIONS
H	GROUND MOUNTED BENCH	HIGHLAND PRODUCTS GROUP LLC. WWW.THEPARKCATALOG.COM 866-280-9894	166-1161 4" ROLLED FORM PERFORATED BENCH WITH ARMS	TEAL, THERMOPLASTIC-COATED METAL (GRAFFITI PROOF) PERFORATED PATTERN	REFER TO DETAIL 1/LH-501; BENCH TO BE BOLTED TO GROUND FOR SECURITY INSTALL PER MANUFACTURER'S RECOMMENDATIONS

NOTE: MATERIAL AND PRODUCT SUBSTITUTES, "OR EQUAL" ITEMS, WILL ONLY BE CONSIDERED AFTER CONSTRUCTION CONTRACT IS AWARDED AND WILL REQUIRE APPROVAL FROM THE LANDSCAPE ARCHITECT, ENGINEER, AND OWNER.

CAD		NO.	DATE	DESCRIPTION	REVISIONS	BY
JOB NO.	3527.02					
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CHECK BY	KSJUM					
DATE	01/15/2021					

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SHEET:
LD-100

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2B
OVERALL TREE DISPOSITION PLAN

BID SET

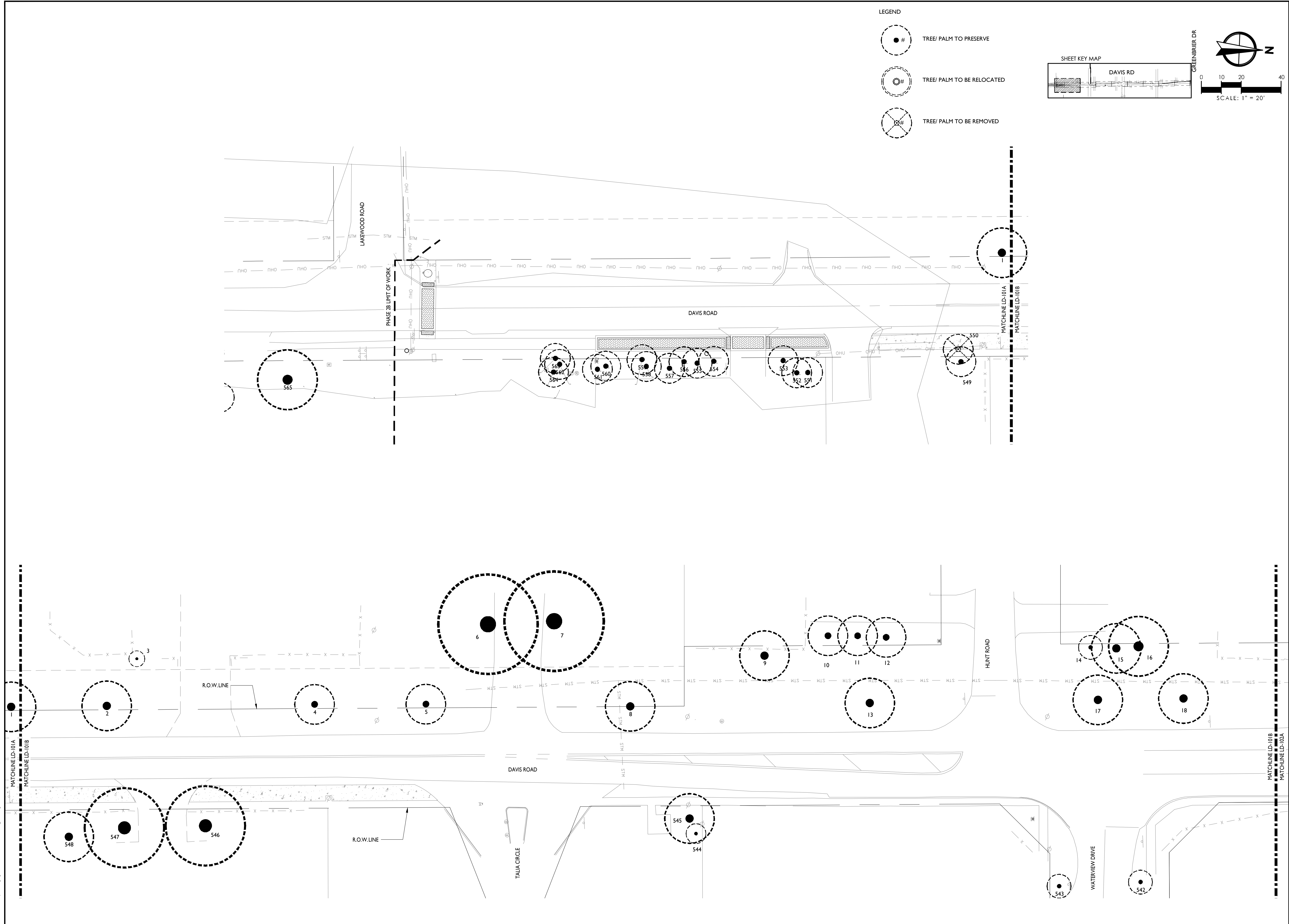
LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

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	3527.02	KSBJ	KSJM	01/15/2021

NO.	DATE	DESCRIPTION	REVISIONS	BY

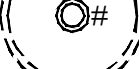


2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

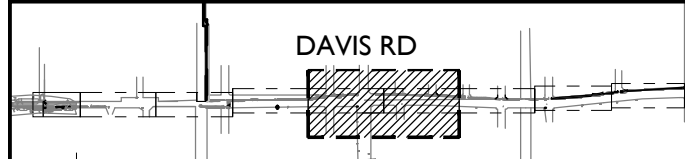
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LEGEND

	TREE/ PALM TO PRESERVE
	TREE/ PALM TO BE RELOCATED
	TREE/ PALM TO BE REMOVED

SHEET KEY MAP



GREENBRIER DR

DAVIS RD



N

0 10 20 40

SCALE: 1" = 20'

WGI®
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JOB NO.	3527 02					
DRAWN BY	KS/BJ					
CHECK BY	KS/JM					
DATE	01/15/2021					

LANDSCAPE ARCHITECT OF RECORD
Kirsten Siegel
PLA# LA6667375

BID SET

VILLAGE OF PALM SPRINGS
PARK CONNECTOR PATHWAYS PHASE 2B
TREE DISPOSITION PLAN

SHEET:
LD-103

Tag #	Common Name	Scientific Name	DBH (inches)	Disposition	Notes
1	Chinese Fan Palm	<i>Livistonia chinensis</i>	14	Preserve	
2	Chinese Fan Palm	<i>Livistonia chinensis</i>	15	Preserve	
3	Pygmy Date Palm	<i>Phoenix roebelenii</i>	5	Preserve	
4	Chinese Fan Palm	<i>Livistonia chinensis</i>	12	Preserve	
5	Chinese Fan Palm	<i>Livistonia chinensis</i>	12	Preserve	
6	Mahogany	<i>Swietenia mahogani</i>	17	Preserve	
7	Mahogany	<i>Swietenia mahogani</i>	18	Preserve	
8	Chinese Fan Palm	<i>Livistonia chinensis</i>	11	Preserve	
9	Chinese Fan Palm	<i>Livistonia chinensis</i>	12	Preserve	
10	Foxtail Palm	<i>Wodyetia bifurcata</i>	9	Preserve	
11	Foxtail Palm	<i>Wodyetia bifurcata</i>	9	Preserve	
12	Foxtail Palm	<i>Wodyetia bifurcata</i>	9	Preserve	
13	Chinese Fan Palm	<i>Livistonia chinensis</i>	16	Preserve	
14	Areca Palm	<i>Chrysaldocarpus lutescens</i>	12	Preserve	
15	Coconut Palm	<i>Cocos nucifera</i>	11	Preserve	
16	Coconut Palm	<i>Cocos nucifera</i>	11	Preserve	
17	Chinese Fan Palm	<i>Livistonia chinensis</i>	15	Preserve	
18	Chinese Fan Palm	<i>Livistonia chinensis</i>	16	Preserve	
19	Chinese Fan Palm	<i>Livistonia chinensis</i>	17	Preserve	
20	Chinese Fan Palm	<i>Livistonia chinensis</i>	12	Preserve	
21	Chinese Fan Palm	<i>Livistonia chinensis</i>	16	Preserve	
22	Chinese Fan Palm	<i>Livistonia chinensis</i>	17	Preserve	
23	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
24	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
25	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
26	Areca Palm	<i>Chrysaldocarpus lutescens</i>	3	Preserve	
27	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
28	Queen Palm	<i>Syagrus romanzoffianum</i>	11	Preserve	
29	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Preserve	
30	Mahogany	<i>Swietenia mahogani</i>	11	Preserve	
31	Coconut Palm	<i>Cocos nucifera</i>	7	Preserve	
32	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
33	Queen Palm	<i>Syagrus romanzoffianum</i>	6	Preserve	
34	Royal Poinciana	<i>Delonix regia</i>	9	Preserve	
35	Royal Poinciana	<i>Delonix regia</i>	8	Preserve	
36	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
37	Queen Palm	<i>Syagrus romanzoffianum</i>	11	Preserve	
38	Queen Palm	<i>Syagrus romanzoffianum</i>	11	Preserve	
39	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
40	Pygmy Date Palm	<i>Phoenix roebelenii</i>	2	Preserve	
41	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
42	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
43	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
44	Live Oak	<i>Quercus virginiana</i>	22	Preserve	
45	Queen Palm	<i>Syagrus romanzoffianum</i>	12	Preserve	
46	Bismarck Palm	<i>Bismarckia nobilis</i>	17	Preserve	
47	Queen Palm	<i>Syagrus romanzoffianum</i>	6	Preserve	
48	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Preserve	
49	Mahogany	<i>Swietenia mahogani</i>	11	Preserve	
50	Coconut Palm	<i>Cocos nucifera</i>	8	Preserve	
51	Mahogany	<i>Swietenia mahogani</i>	23	Preserve	
52	Seagrape	<i>Coccoloba uvifera</i>	12	Preserve	
53	Coconut Palm	<i>Cocos nucifera</i>	10	Preserve	
54	Mahogany	<i>Swietenia mahogani</i>	10	Preserve	
55	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
56	Queen Palm	<i>Syagrus romanzoffianum</i>	15	Preserve	
57	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
58	Seagrape	<i>Coccoloba uvifera</i>	10	Preserve	
59	Live Oak	<i>Quercus virginiana</i>	16	Preserve	
60	Queen Palm	<i>Syagrus romanzoffianum</i>	12	Preserve	
61	Royal Poinciana	<i>Delonix regia</i>	21	Preserve	
62	Coconut Palm	<i>Cocos nucifera</i>	5	Preserve	
63	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
64	Live Oak	<i>Quercus virginiana</i>	17	Preserve	
65	Queen Palm	<i>Syagrus romanzoffianum</i>	12	Preserve	
66	Queen Palm	<i>Syagrus romanzoffianum</i>	12	Preserve	
67	Queen Palm	<i>Syagrus romanzoffianum</i>	6	Preserve	
68	Queen Palm	<i>Syagrus romanzoffianum</i>	12	Preserve	
69	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Preserve	
70	Live Oak	<i>Quercus virginiana</i>	16	Preserve	
71	Foxtail Palm	<i>Wodyetia bifurcata</i>	10	Preserve	
72	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
73	Foxtail Palm	<i>Wodyetia bifurcata</i>	10	Preserve	
74	Foxtail Palm	<i>Wodyetia bifurcata</i>	8	Preserve	
75	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
76	Cabbage Palm	<i>Sabal palmetto</i>	26	Preserve	
77	Cassia	<i>Cassia suttensis</i>	12	Preserve	
78	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Preserve	
79	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Preserve	
80	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Preserve	
81	Christmas Palm	<i>Veitchia merillii</i>	5	Preserve	
82	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
83	Christmas Palm	<i>Veitchia merillii</i>	5	Preserve	Double
84	Christmas Palm	<i>Veitchia merillii</i>	5	Preserve	Double
85	Alexander Palm	<i>Ptychosperma elegens</i>	5	Preserve	
86	Alexander Palm	<i>Ptychosperma elegens</i>	4	Preserve	
87	Alexander Palm	<i>Ptychosperma elegens</i>	4	Preserve	
88	Washington Fan Palm	<i>Washingtonia robusta</i>	12	Preserve	
89	Washington Fan Palm	<i>Washingtonia robusta</i>	9	Preserve	
90	Washington Fan Palm	<i>Washingtonia robusta</i>	12	Preserve	
91	Washington Fan Palm	<i>Washingtonia robusta</i>	11	Preserve	
92	Washington Fan Palm	<i>Washingtonia robusta</i>	12	Preserve	
93	Cabbage Palm	<i>Sabal palmetto</i>	10	Preserve	
94	Coconut Palm	<i>Cocos nucifera</i>	8	Preserve	
95	Coconut Palm	<i>Cocos nucifera</i>	9	Preserve	
96	Coconut Palm	<i>Cocos nucifera</i>	8	Preserve	
97	Washington Fan Palm	<i>Washingtonia robusta</i>	13	Preserve	
98	Washington Fan Palm	<i>Washingtonia robusta</i>	12	Preserve	
99	Washington Fan Palm	<i>Washingtonia robusta</i>	10	Preserve	
100	Washington Fan Palm	<i>Washingtonia robusta</i>	10	Preserve	
101	Washington Fan Palm	<i>Washingtonia robusta</i>	11	Preserve	
102	Washington Fan Palm	<i>Washingtonia robusta</i>	15	Preserve	
103	Washington Fan Palm	<i>Washingtonia robusta</i>	11	Preserve	
104	Washington Fan Palm	<i>Washingtonia robusta</i>	12	Preserve	
105	Washington Fan Palm	<i>Washingtonia robusta</i>	14	Preserve	
106	Washington Fan Palm	<i>Washingtonia robusta</i>	11	Preserve	
107	Gumbo Limbo	<i>Bursera simaruba</i>	13	Preserve	
108	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
109	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Preserve	
110	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Preserve	
111	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Preserve	
112	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
113	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
114	Queen Palm	<i>Syagrus romanzoffianum</i>	11	Preserve	
115	Pink Tabebuia	<i>Tabebuia heterophylla</i>	12	Preserve	
116	Frangipani	<i>Plumeria</i>	3	Preserve	
117	Areca Palm	<i>Chrysaldocarpus lutescens</i>	4	Preserve	
118	Coconut Palm	<i>Cocos nucifera</i>	9	Preserve	
119	Royal Poinciana	<i>Delonix regia</i>	4	Preserve	
120	Cassia	<i>Cassia suttensis</i>	4	Preserve	
121	Live Oak	<i>Quercus virginiana</i>	11	Preserve	
122	Unknown	<i>Unknown</i>	18	Preserve	
123	Unknown	<i>Unknown</i>	15	Preserve	
124	Areca Palm	<i>Chrysaldocarpus lutescens</i>	3	Preserve	
125	Mahogany	<i>Swietenia mahogani</i>	26	Preserve	
126	Mango	<i>Mangifera indica</i>	5	Preserve	
127	Coconut Palm	<i>Cocos nucifera</i>	10	Preserve	

128	Mahogany	<i>Swietenia mahogani</i>	33	Preserve	
129	Christmas Palm	<i>Veitchia merillii</i>	5	Preserve	
130	Coconut Palm	<i>Cocos nucifera</i>	11	Preserve	
131	Christmas Palm	<i>Veitchia merillii</i>	4	Preserve	
132	Christmas Palm	<i>Veitchia merillii</i>	4	Preserve	
133	Avocado	<i>Persea americana</i>	17	Preserve	
134	Unknown	<i>Unknown</i>	32	Preserve	
135	Norfolk Island Pine	<i>Araucaria heterophylla</i>	24	Preserve	
136	Norfolk Island Pine	<i>Araucaria heterophylla</i>	24	Preserve	
137	Weeping Fig	<i>Ficus benjamina</i>	36	Preserve	
138	Coconut Palm	<i>Cocos nucifera</i>	8	Preserve	
139	Royal Palm	<i>Roystonea regia</i>	16	Preserve	
140	Coconut Palm	<i>Cocos nucifera</i>	8	Preserve	
141	Mahogany	<i>Swietenia mahogani</i>	29	Preserve	
142	Weeping Fig	<i>Ficus benjamina</i>	43	Preserve	
143	Mangifera indica	<i>Mango</i>	9	Preserve	
144	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
145	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Preserve	
146	Bishopwood	<i>Bischofia javanica</i>	13	Preserve	Invasive Exotic FLEPPC Category I
147	Chinese Fan Palm	<i>Livistonia chinensis</i>	21	Preserve	
148	Seagrape	<i>Coccoloba uvifera</i>	21	Preserve	
149	Live Oak	<i>Quercus virginiana</i>	22	Preserve	
150	Live Oak	<i>Quercus virginiana</i>	33	Preserve	
151	Live Oak	<i>Quercus virginiana</i>	50	Preserve	
152	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Preserve	
153	Christmas Palm	<i>Veitchia merillii</i>	6	Preserve	Double
154	Triangle Palm	<i>Neodypsis decaryi</i>	12	Preserve	
155	Triangle Palm	<i>Neodypsis decaryi</i>	12	Preserve	
156	Black Olive	<i>Bucida buceras</i>	13	Preserve	
157	Gumbo Limbo	<i>Bursera simaruba</i>	6	Preserve	
158	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
159	Bottle Palm	<i>Hyophorbe lagenicaulis</i>	9	Preserve	
160	Christmas Palm	<i>Veitchia merillii</i>	6	Preserve	Triple
161	Queen Palm	<i>Syagrus romanzoffianum</i>	12	Preserve	
162	Christmas Palm	<i>Veitchia merillii</i>	7	Preserve	
163	Coconut Palm	<i>Cocos nucifera</i>	9	Preserve	
164	Unknown	<i>Unknown</i>	9	Preserve	
165	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Preserve	
166	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
167	Coconut Palm	<i>Cocos nucifera</i>	15	Preserve	
168	Unknown	<i>Unknown</i>	37	Preserve	
169	Bishopwood	<i>Bischofia javanica</i>	14	Preserve	Invasive Exotic FLEPPC Category I
170	Bottle Palm	<i>Hyophorbe lagenicaulis</i>	13	Preserve	
171	Southern Magnolia	<i>Magnolia grandiflora</i>	27	Preserve	
172	Christmas Palm	<i>Veitchia merillii</i>	7	Preserve	
173	Coconut Palm	<i>Cocos nucifera</i>	4	Preserve	
174	Christmas Palm	<i>Veitchia merillii</i>	3	Preserve	
364	Bishopwood	<i>Bischofia javanica</i>	25	Preserve	
365	Areca Palm	<i>Chrysaldocarpus lutescens</i>	4	Preserve	
366	Orange Geiger	<i>Cordia sebestena</i>	4	Preserve	
367	Ficus	<i>Ficus benjamina</i>	24	Preserve	
368	Sapodilla	<i>Manilkara zapota</i>	17	Preserve	
369	Ficus	<i>Ficus benjamina</i>	29	Preserve	
370	Mahogany	<i>Swietenia mahogani</i>	27	Preserve	
371	Pygmy Date Palm	<i>Phoenix roebelenii</i>	7	Preserve	
372	Pygmy Date Palm	<i>Phoenix roebelenii</i>	7	Preserve	
373	Live Oak	<i>Quercus virginiana</i>	9	Preserve	
374	Coconut Palm	<i>Cocos nucifera</i>	3	Preserve	
375	Avocado	<i>Persea americana</i>	8	Preserve	
376	Coconut Palm	<i>Cocos nucifera</i>	13	Preserve	
377	Areca Palm	<i>Chrysaldocarpus lutescens</i>	3	Preserve	
378	Coconut Palm	<i>Cocos nucifera</i>	9	Preserve	
379	Live Oak	<i>Quercus virginiana</i>	18	Preserve	In conflict with FPL Guidelines
380	Bishopwood	<i>Bischofia javanica</i>	32	Preserve	
381	Live Oak	<i>Quercus virginiana</i>	14	Preserve	In conflict with FPL Guidelines
382	Live Oak	<i>Quercus virginiana</i>	20	Preserve	
383	Live Oak	<i>Quercus virginiana</i>	13	Preserve	
384	Bishopwood	<i>Bischofia javanica</i>	32	Preserve	Invasive Exotic FLEPPC Category I
385	Live Oak	<i>Quercus virginiana</i>	18	Preserve	
386	Coconut Palm	<i>Cocos nucifera</i>	9	Preserve	
387	Coconut Palm	<i>Cocos nucifera</i>	7	Preserve	
388	Coconut Palm	<i>Cocos nucifera</i>	9	Preserve	
389	Christmas Palm	<i>Veitchia merillii</i>	3	Preserve	Triple
390	Christmas Palm	<i>Veitchia merillii</i>	3	Preserve	Triple
391	Pygmy Date Palm	<i>Phoenix roebelenii</i>	4	Preserve	Triple
392	Coconut Palm	<i>Cocos nucifera</i>	7	Preserve	
393	Coconut Palm	<i>Cocos nucifera</i>	8	Preserve	
394	Coconut Palm	<i>Cocos nucifera</i>	7	Preserve	
395	Queen Palm	<i>Syagrus romanzoffianum</i>	11	Preserve	
396	Mahogany	<i>Swietenia mahogani</i>	22	Preserve	
397	Mahogany	<i>Swietenia mahogani</i>	31	Preserve	
398	Queen Palm	<i>Syagrus romanzoffianum</i>	7	Preserve	
399	Pink Tabebuia	<i>Tabebuia heterophylla</i>	23	Preserve	
400	Foxtail Palm	<i>Wodyetia bifurcata</i>	6	Preserve	
401	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
402	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
403	Ponytail Palm	<i>Beaucarnia recurvata</i>	4	Preserve	
404	Norfolk Island Pine	<i>Araucaria heterophylla</i>	3	Preserve	
405	Ponytail Palm	<i>Beaucarnia recurvata</i>	6	Preserve	
406	Jacaranda	<i>Jacaranda mimosifolia</i>	9	Preserve	
407	Royal Palm	<i>Roystonea regia</i>	9	Preserve	
408	Queen Palm	<i>Syagrus romanzoffianum</i>	10	Preserve	
409	Ficus	<i>Ficus benjamina</i>	16	Preserve	
410	Live Oak	<i>Quercus virginiana</i>	22	Preserve	
411	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
412	Queen Palm	<i>Syagrus romanzoffianum</i>	9	Preserve	
413	Queen Palm	<i>Syagrus romanzoffianum</i>	11	Preserve	
414	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
415	Queen Palm	<i>Syagrus romanzoffianum</i>	6	Preserve	
416	Queen Palm	<i>Syagrus romanzoffianum</i>	8	Preserve	
417	Queen Palm	<i>Syagrus romanzoffianum</i>	6	Preserve	
418	Coconut Palm	<i>Cocos nucifera</i>	7	Preserve	
419	Chinese Fan Palm	<i>Livistonia chinensis</i>	20	Preserve	
420	Wild Date Palm	<i>Phoenix sylvestris</i>	18	Preserve	



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-965-4010 • www.vpsfl.org

Park Connector Pathway Sub-

Phase 2B

Addendum No. 1

March 8, 2021

BIDS DUE: 2:00 PM, Local Time, March 16, 2021

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for Park Connector Pathway Sub-Phase 2B, fully and completely as if the same were fully set forth herein.

IN THE BID PLANS

1. Sheets LH-102 and LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

Plan Calls:

New fence to replace existing chain link fences.

Replace With:

Existing chain link fence to remain.

2. Sheet LH-104 Palm Springs Park Connector Pathway Sub-Phase 2B

Plan Calls:

Field adjust proposed sidewalk around trees 51, 54, 59, 61.

Replace With:

Field adjust proposed sidewalk around existing trees as required.

3. Sheets GN-100, C-101, C-102, C-103, C-104, and C-105 Palm Springs Park
Connector Pathway Sub-Phase 2B

Plan Calls:

Legend has designation of “existing sidewalk (to be removed)” listed twice with different symbols.

Replace With:

Duplicate designation corrected to indicate “Proposed Paver Sidewalk”.

ON THE BID FORM

1. Mark line item No 12 with \$0- existing fencing will remain.
2. Mark line item No 23 with \$0- existing fencing will remain.

Receipt acknowledged and conditions agreed to the _____ day of _____, 2021.

Bidder

By



VILLAGE OF PALM SPRINGS

PRELIMINARY CAPITAL IMPROVEMENT PROJECT DETAIL

TASK # 255

Project Name: Pathway Park Expansion
Department: Parks & Recreation
Location: Multiple Phases Thru Village

Project Manager: Justin Lucas
Date Requested: 10/1/20
Date Approved:

DESCRIPTION / JUSTIFICATION:

The engineering, design and construction of a pathway system connecting Village park facilities thru trails, landscape and amenities. Designated as a Village CDBG project for FY 2019-2023. Construction started in FY 2020 with sub-phase I Alameda Drive. Project is funded utilizing CDBG and Sales Surtax funds. Staff is working on multiple grant opportunities to fund construction of future phases (CDBG, General Infrastructure, FRDAP, RTP Trails)

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	100,000.00	25,000.00	50,000.00				\$ 175,000.00
Construction	737,187.00	469,034.00	750,000.00				\$ 1,956,221.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 837,187.00	\$ 494,034.00	\$ 800,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,131,221.00

SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY							\$ 0.00
One Cent Sales Tax Funding	560,914.00	339,829.00	645,795.00				\$ 1,546,538.00
Grant Funding:							
CDBG	154,205.00	154,205.00	154,205.00				\$ 462,615.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)	122,068.00						\$ 122,068.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 837,187.00	\$ 494,034.00	\$ 800,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,131,221.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Department Head

Village Manager



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Parks & Recreation

ITEM 6.5:

Approve Lakewood Gardens Park Concrete Replacement Award (Task Order No. 286) - Piggyback - Parks and Recreation Department (FY 2021 Funded - General Fund) - Flying Scot, Inc.

SUMMARY:

The Parks and Recreation Department has identified a need to remove and install new pavement at Lakewood Gardens Park as part of the Village's efforts to renovate the park facility. The proposed project is expected to include the following: removal of the existing concrete picnic tables (attached to a concrete slab), installation of new concrete foundation, remove and replace existing, damaged (asphalt) trail that is ADA-compliant better for existing landscape and tree roots.

Note: Lakewood Gardens Park was annexed into the Village in July, 2014 as an improved Palm Beach County community park and was deeded over to the Village by PBC in November 2014 as part of the Village's larger annexation efforts within this area.

To obtain the lowest possible price, staff is recommending that the Village piggyback off the current City of Palm Beach Gardens Contract awarded to Flying Scot, Inc. This selection by the City of Palm Beach Gardens was completed through a competitive selection process - Miscellaneous Public Works Project (ITB 2020-124PS - November 5, 2020).

Note: Through the City of Palm Beach Gardens Miscellaneous Public Works contract, the Parks and Recreation Department would be able to obtain a price of \$51,212.50 per the pricing list provided by Flying Scot.

Within the FY 2021 Budget - General Fund and the Capital Improvement Plan (CIP), the

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

If approved, the Village would accept Flying Scot, Inc's pricing by piggybacking the City of Palm Beach Gardens Miscellaneous Public Works Contract, including all terms, conditions and pricing therein. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

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

If approved, the proposed project is estimated to be completed within 120 days (July/August 2021) following the Notice to Proceed by the Village.

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

The Village has not worked with the proposed vendor previously; however, multiple municipalities (i.e., Palm Beach Gardens and Lantana) have utilized this vendor and have received excellent service and a quality product.

FISCAL IMPACT:

Funding to support this proposed Lakewood Gardens project is available within the FY 2021 Budget - General Fund utilizing a Land Water Conservation Fund (LWCF) matching grant and Infrastructure Surtax (Sales Tax) funds (\$200,000).

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

<u>Estimated/Actual Project Costs:</u>	<u>Amount</u>
Actual Project Cost - Survey (TO #286) - FY 2020	\$ 5,800.00
Actual Project Cost - (2) Trash Receptacles (TO #286) - FY 2020	\$ 1,977.90

Actual Project Cost - Basketball Court Re-surfacing (TO #286) - FY 2020	\$ 5,500.00
Actual Project Cost - Bi-level Water Fountain (TO #286) - FY 2020	\$ 2,649.00
Approved Project Cost - Shade Structure Installation (TO #286)	\$ 44,000.00
Approved Project Cost - Lakewood Gardens Park Shade Structure (TO #286)	\$ 47,611.00
Approved Project Cost - Playground Replacement (TO #286)	\$172,103.87
Proposed Project Cost -Concrete Replacement (TO #286)	<u>\$ 51,212.50</u>
TOTAL EQUIPMENT PURCHASE COST:	\$330,874.27

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

ATTACHMENTS:

Proposed Agreement - Lakewood Gardens Park Concrete Replacement Project - Flying Scot
Proposal - Flying Scot - Village of Palm Springs
Approval to Piggyback - Flying Scot
ITB 2020-124PS - Approved Agreement - Flying Scot - City of Palm Beach Gardens
ITB 2020-124PS - Award Recommendation - City of Palm Beach Gardens
ITB 2020-124PS - Approved Pricing List - Flying Scot - City of Palm Beach Gardens
ITB 2020-124PS - Bid Submittal Documents - Flying Scot - City of Palm Beach Gardens
ITB 2020-124PS - Bid Announcement - City of Palm Beach Gardens
ITB 2020-124PS - Invitation to Bid - City of Palm Beach Gardens - August 2, 2020
CIP Form - Lakewood Gardens Park

AGREEMENT FOR FOR CONCRETE REMOVAL AND INSTALLATION

This Agreement for the installation of a shade structure in Park hereafter ("Agreement") is made as of the _____ day of _____, 2021, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33416-0075, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and Flying Scot, Inc., 11924, Wellington, Florida 33414, , a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE wishes to engage the VENDOR for the removal and installation of concrete for the Lakewood Gardens Park; and,

WHEREAS, City of Palm Beach Gardens, Florida, through its competitive selection process awarded a contract for Miscellaneous Public Works Projects (ITB 2020-124PS)) (hereafter, "City of Palm Beach Gardens Contract") to the VENDOR which included substantially the services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for removal and installation of concrete for Lakewood Gardens Park based on the pricing and terms and conditions of the City of Palm Beach Gardens Contract; and,

WHEREAS, the VILLAGE desires to accept VENDOR's pricing by piggy-backing the City of Palm Beach Gardens 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. City of Palm Beach Gardens Contract. The City of Palm Beach Gardens Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the City under the City of Palm Beach Gardens Contract and all associated and applicable Contract Documents as defined therein.

3. VENDOR's Proposal. In accordance with the terms and conditions in the City of Palm Beach Gardens Contract and pricing therein, the VENDOR shall provide for the removal and installation of concrete in Lakewood Gardens Park as requested by the VILLAGE. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the terms of the Clay County Contract.

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

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. City of Palm Beach Gardens Contract (including all Contract Documents as defined therein).

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

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The City of Palm Beach Gardens Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation stated in the VENDOR's proposal to the VILLAGE and shall be based on the unit prices found in the City of Palm Beach Gardens Contract, which shall be considered the "Contract price". VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Payments made to VENDOR shall not be in excess of the amount provided in an approved budget of the VILLAGE.

6. Miscellaneous Provisions.

6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 VENDOR shall maintain the insurance as required in the City of Palm Beach Gardens Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the

subject matter hereof may not be enforced in or by such courts.

- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date and Term: The effective date of this Contract is the date the Contract is approved by the Village Council. The term shall be the same as the current City of Palm Beach Gardens Contract. Any renewals shall be based on the renewal of the City of Palm Beach Gardens Contract.
- 6.11 Public Records: VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the VILLAGE to perform the service.
- B. Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.
- D. Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@ypsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity and Warranty.

Shall be as set forth in the City of Palm Beach Gardens Contract.

8. Defaults; Termination of Agreement.

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

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR; or

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

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon thirty (30) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination and any other amounts due and owing to VENDOR at the time of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

9. Public Entity Crimes.

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Contract Documents if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. Fiscal Non-funding.

In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The VENDOR will be paid for all services rendered through the date of termination.

11. Scrutinized Companies.

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the VENDOR certifies that VENDOR and VENDOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the VENDOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the VENDOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by the VENDOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

12. E-Verify.

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

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

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

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

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

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

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

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

Bev Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

[Signatures continue on next page]

VENDOR:

FLYING SCOT, INC.

By: Shawn Cunningham
Print Name: Shawn Cunningham
Title: President

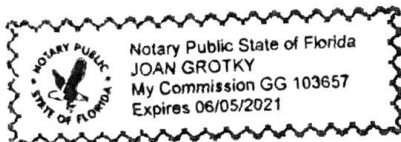
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22 day of MARCH 2021
by Shawn Cunningham as President of Flying Scot, Inc., a corporation
authorized to do business in the State of Florida, and who is personally known to me or who has
produced the following _____ as identification.

Notary Public

Joan Grotky
Print Name: Joan Grotky
My commission expires: 6/15/21



Flying Scot, Inc.
11924 w forest hill blvd
Wellington, FL 33414 US
(561) 966-0089
shawn@flyingscotinc.com



Estimate

ADDRESS

Village of Palm Springs

ESTIMATE # 1629

DATE 03/03/2021

ACTIVITY	QTY	RATE	AMOUNT
Lakewood Gardens Park concrete improvements.			
REMOVAL	4,800	1.75	8,400.00
REMOVAL OF EXISTING ASPHALT PATHWAYS AND SHELLROCK AT APPROXIMATELY 4"			
LABOR	52.50	200.00	10,500.00
MAN HOURS			
FORM AND POUR 4"	4,800	3.00	14,400.00
FORM AND POUR 4" PATHWAYS WITH 3000 PSI CONCRETE WITH FIBERMESH			
REMOVAL	1,150	1.75	2,012.50
REMOVAL OF EXISTING CONCRETE PADS AT APPROXIMATELY 4"			
LABOR	10.50	200.00	2,100.00
MAN HOURS			
FORM AND POUR 4"	600	3.00	1,800.00
FORM AND POUR 4" CONCRETE PADS WITH 3000 PSI CONCRETE WITH FIBERMESH			
LABOR	60	200.00	12,000.00
MAN HOURS to place concrete			
TOTAL			\$51,212.50

Accepted By

Accepted Date



FLYING SCOT INC.



March 8th, 2021

Please accept this letter as permission to piggyback our City Of Palm Beach Gardens Contract ITB2020-124PS Miscellaneous Public Works Projects.

A handwritten signature in blue ink that reads "Shawn Cunningham, President". The signature is written in a cursive style.

Shawn Cunningham, President Flying Scot Inc.



**AGREEMENT
FOR
MISCELLANEOUS PUBLIC WORKS PROJECTS**

AGREEMENT NO. ITB2020-124PS (D)

THIS AGREEMENT is made and entered into this 5TH day of November, 2020 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Flying Scot Inc.**, a Florida corporation (the "Contractor"), located at 11924 W. Forest Hill Boulevard, Suite 10A-386, Wellington, Florida 33414.

WHEREAS, the City desires to retain the services of the Contractor to perform Miscellaneous Public Works Projects in accordance with the City's Invitation to Bid No. ITB2020-124PS, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. ITB2020-124PS and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. SCOPE OF WORK

The Contractor shall perform miscellaneous public works projects, on an as-needed basis as identified in the specifications accompanying the City's Invitation to Bid, and such work projects shall be under the category and items awarded to the Contractor, as detailed in the Award Summary, attached hereto and incorporated herein as Exhibit "A."

Nothing in this Agreement shall be construed as the City's guarantee of work to the Contractor during the term of this Agreement. The City shall assign work based on its needs and priorities. The City shall first solicit price quotations from the designated Primary Vendor based on the awarded rates as shown in attached Exhibit "A."

Where more than one bidder is designated as Primary or Secondary Vendors, the City shall request best and final offers from both vendors at the time price quotations are solicited for a specific project.

ARTICLE 3. PAYMENTS AND CONTRACT VALUE

The City shall pay the Contractor for work that has been completed and has been reviewed, inspected, and accepted by the City, according to the terms and conditions of the Invitation to Bid.

The City shall pay the Contractor based on the rates established in this Agreement and as described on the subsequent City Purchase Order. The Contractor shall not commence any work under this Agreement until a City Purchase Order has been issued for the specific work project, and the Contractor has received written notice from the City to proceed with the work.

The estimated value of this Agreement for all work projects during the five- (5) year term shall be Ten Million Dollars (\$10,000,000) and as may be amended and increased by the City at its sole discretion.

Progress payments shall be made for work completed by the Contractor, and reviewed, inspected, and accepted by the City.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or sent by overnight delivery service to the following addresses:

As to the City:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email: rferris@pbqfl.com

City of Palm Beach Gardens
Agreement No. ITB2020-124PS (D)
Miscellaneous Public Works Projects

With a copy to: **City of Palm Beach Gardens**
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbqfl.com

As to the Contractor: **Flying Scot Inc**
11924 W. Forest Hill Boulevard, Suite 10A-386
Wellington, Florida 33414
Attn: Shawn Cunningham, President
Email: shawn@flyingscotinc.com

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- c. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- e. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 5. TERM

The term of this Agreement shall be from January 1, 2021, through December 31, 2025, until the Contractor has completed all elements of work, and the work has been reviewed, inspected, and accepted by the City, inclusive of all warranty periods, unless terminated beforehand as provided for in Article 6.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing thirty (30) days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon thirty (30) days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

ARTICLE 7. ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the Contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the Contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this Agreement. The Contractor shall retain all records pertaining to this Agreement, and upon request make them available to the City for five (5) years following expiration of this Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

ARTICLE 8. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General that is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

ARTICLE 9. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City 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. The Contractor shall 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 Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

ARTICLE 10. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 11. LICENSES, PERMITS, AND FEES

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work to be performed. Damages, penalties, and/or fines imposed on the City or the Contractor for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Contractor.

ARTICLE 12. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, pandemics, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

(The remainder of this page is intentionally left blank.)

City of Palm Beach Gardens
Agreement No. ITB2020-124PS (D)
Miscellaneous Public Works Projects

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

CITY OF PALM BEACH GARDENS, FLORIDA

By: _____

Carl W. Woods, Mayor

ATTEST:

By: _____

Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____

R. Max Lohman, City Attorney

FLYING SCOT INC

DocuSigned by:

SHAWN CUNNINGHAM

By: _____

1CBDE0709501450...

Shawn Cunningham, President

ITB2020-124PS

Miscellaneous Public Works Projects

List of Bidders Recommended for Award

1. **D.S. Eakins Const Corp**
Lake Park, FL
2. **Deevan, Inc.**
Lake Park, FL
3. **Ferreira Construction**
Branchburg, NJ
4. **Flying Scot, Inc.**
Wellington, FL
5. **Foster Marine Contractors**
Lake Park, FL
6. **Heavy Civil, Inc.**
Pompano Beach, FL
7. **Hinterland Group**
Riviera Beach, FL
8. **JW Cheatham, LLC**
West Palm Beach, FL
9. **Murray Logan Construction**
West Palm Beach, FL
10. **R&D Paving, LLC**
West Palm Beach, FL
11. **Ranger Construction**
West Palm Beach, FL
12. **South Florida Building**
Hobe Sound, FL
13. **Waypoint Contracting**
Doral, FL

City of Palm Beach Gardens, Florida

BID Tabulation

ITB No.: ITB2020-124PS

Bid Title: Miscellaneous Public Works Projects

Bid Opening Date: August 28, 2020 @ 3:00 P.M.

Prepared by: K & L



VENDOR NAME		D.S. EAKINS CONST CORP		DEEVAN, INC.		FERREIRA CONSTRUCTION		FLYING SCOT		FOSTER MARINE CONT		HEAVY CIVIL INC.		HINTERLAND GROUP		JW CHEATHAM, LLC		MURRAY LOGAN CONST		R.B. D PAVING, LLC		RANGER CONSTRUCTION		SOUTH FLORIDA BUILDING		WAYPOINT CONTRACTING	
Vendor FEIN		59-1691997		65-0101816		22-333495		65-1070173		59-1054370		46-5439171		30-1356834		30-1356834		59-1208553		35-4459049		39-2098662		47-3258444		81-4602789	
Corporation Address (State):		Lake Park, FL		Lake Park, FL		Branchburg, NJ		Wellington, FL		Wellington, FL		Pompano Beach, FL		Riviera Beach, FL		West Palm Beach, FL		West Palm Beach, FL		West Palm Beach, FL		West Palm Beach, FL		Hobe Sound, FL		Doral, FL	
Are Submittal Forms Complete?		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Addenda Acknowledged (Yes/No):		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Yes	
Vendor Contact		D. Steven Eakins, Jr.		Van C. Williams		John Cabattari		Shawn Cunningham		R. Howard Wright		Todd Kneisel		Chase Rogers		Thomas Uring		Edward Oleary		Nancy G. Rosso		F. Scott Fowler		Stephien Zippi		Katrina Gonzalez	
Vendor Contact Phone Number		561.842.0001		561.842.0001		772.286.5138		772.286.5138		561.842.0001		561.842.0001		561.842.0001		561.842.0001		561.842.0001		561.842.0001		561.842.0001		561.842.0001		561.842.0001	
Vendor Contact Email		steve@deebis.com		jackie@deevan.com		john@cabattari.com		shawn@cunningham.com		howard@wright.com		todd@kneisel.com		chase@rogers.com		thomas@uring.com		edward@oleary.com		nancy@rosso.com		scott@fowler.com		stephien@zippi.com		katrina@gonzalez.com	
DESCRIPTION		UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE	UNIT	UNIT PRICE
SCHEDULE OF VALUES																											
AREAS OF SPECIFIC WORK																											
1	Removal saw cut, and disposal of 4" thick concrete	SF	\$3.00	SF	NO BID	SF	\$2.20	SF	\$1.75	SF	\$3.00	SF	\$1.75	SF	\$4.00	SF	\$1.00	SF	\$6.50	SF	\$4.50	SF	\$3.90	SF	\$3.00	SF	\$3.70
2	Removal saw cut, and disposal of 6" thick concrete	SF	\$4.00	SF	NO BID	SF	\$2.20	SF	\$2.25	SF	\$3.50	SF	\$2.15	SF	\$5.00	SF	\$4.00	SF	\$7.00	SF	\$5.00	SF	\$4.50	SF	\$3.50	SF	\$4.50
3	F&I, 4" concrete with wire	SF	\$5.50	SF	NO BID	SF	\$5.56	SF	\$5.56	SF	\$5.00	SF	\$5.56	SF	\$6.50	SF	\$5.00	SF	\$8.00	SF	\$7.50	SF	\$7.00	SF	\$6.20	SF	\$6.20
4	F&I, 4" concrete without wire	SF	\$5.50	SF	NO BID	SF	\$5.56	SF	\$5.56	SF	\$5.00	SF	\$5.56	SF	\$6.50	SF	\$5.00	SF	\$8.00	SF	\$7.50	SF	\$7.00	SF	\$6.20	SF	\$6.20
5	F&I, 4" concrete with polypropylene fiber mix reinforce	SF	\$5.75	SF	NO BID	SF	\$5.75	SF	\$5.75	SF	\$5.00	SF	\$5.75	SF	\$6.50	SF	\$5.00	SF	\$8.00	SF	\$7.50	SF	\$7.00	SF	\$6.20	SF	\$6.20
6	F&I, 6" concrete with polypropylene fiber mix reinforce	SF	\$6.75	SF	NO BID	SF	\$6.42	SF	\$6.42	SF	\$6.00	SF	\$6.42	SF	\$7.50	SF	\$6.00	SF	\$9.50	SF	\$8.00	SF	\$7.50	SF	\$6.50	SF	\$6.50
7	F&I, 6" concrete with wire	SF	\$6.75	SF	NO BID	SF	\$5.86	SF	\$5.86	SF	\$5.50	SF	\$5.86	SF	\$7.50	SF	\$6.00	SF	\$9.50	SF	\$8.00	SF	\$7.50	SF	\$6.50	SF	\$6.50
8	F&I, 6" concrete without wire	SF	\$6.50	SF	NO BID	SF	\$5.61	SF	\$5.61	SF	\$5.25	SF	\$5.61	SF	\$7.00	SF	\$5.50	SF	\$9.00	SF	\$8.00	SF	\$7.50	SF	\$6.50	SF	\$6.50
9	F&I, 8" pervious concrete	SF	\$12.00	SF	NO BID	SF	\$10.51	SF	NO BID	SF	\$9.00	SF	\$7.00	SF	\$20.00	SF	\$9.00	SF	\$13.00	SF	\$13.00	SF	\$13.00	SF	NO BID	SF	\$6.55
10	F&I, 4" stamped concrete with wire	SF	\$11.50	SF	NO BID	SF	\$8.01	SF	\$8.01	SF	\$12.50	SF	\$11.50	SF	\$12.00	SF	\$11.00	SF	\$16.00	SF	\$16.00	SF	\$16.00	SF	NO BID	SF	\$10.50
11	F&I, 4" stamped concrete without wire	SF	\$11.00	SF	NO BID	SF	\$8.73	SF	\$8.73	SF	\$12.75	SF	\$11.50	SF	\$11.50	SF	\$10.50	SF	\$14.50	SF	\$14.50	SF	\$14.50	SF	NO BID	SF	\$13.75
12	F&I, 6" stamped concrete with wire	SF	\$13.50	SF	NO BID	SF	\$9.24	SF	\$9.24	SF	\$14.00	SF	\$13.50	SF	\$12.00	SF	\$12.00	SF	\$17.50	SF	\$17.50	SF	\$17.50	SF	NO BID	SF	\$16.25
13	F&I, 6" stamped concrete without wire	SF	\$13.50	SF	NO BID	SF	\$9.24	SF	\$9.24	SF	\$14.00	SF	\$13.50	SF	\$12.00	SF	\$12.00	SF	\$17.50	SF	\$17.50	SF	\$17.50	SF	NO BID	SF	\$16.00
14	F&I, 8" pervious concrete	SF	\$12.00	SF	NO BID	SF	\$12.35	SF	NO BID	SF	\$12.00	SF	\$11.50	SF	\$11.50	SF	\$11.00	SF	\$17.00	SF	\$17.00	SF	\$17.00	SF	NO BID	SF	\$17.25
15	F&I, FDOT concrete bumper guard	EA	\$60.00	EA	NO BID	EA	\$77.70	EA	NO BID	EA	\$60.00	EA	\$40.00	EA	\$60.00	EA	\$40.00	EA	\$60.00	EA	\$60.00	EA	\$60.00	EA	NO BID	EA	\$75.00
16	F&I, ADA-compliant detectable surface	SF	\$45.00	SF	NO BID	SF	\$45.51	SF	\$45.51	SF	\$50.00	SF	\$45.51	SF	\$50.00	SF	\$45.51	SF	\$50.00	SF	\$50.00	SF	\$50.00	SF	NO BID	SF	\$75.00
17	F&I, ADA-compliant welded aluminum handrail	LF	\$125.00	LF	NO BID	LF	NO BID	LF	\$100.00	LF	\$150.00	LF	\$100.00	LF	\$150.00	LF	\$100.00	LF	\$150.00	LF	\$150.00	LF	\$150.00	LF	NO BID	LF	\$150.00
18	F&I, FDOT Type 'A' curb - by hand	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
19	F&I, FDOT Type 'B' curb - by machine	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
20	F&I, FDOT Type 'C' curb - by hand	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
21	F&I, FDOT Type 'D' curb - by machine	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
22	F&I, FDOT Type 'E' curb - by hand	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
23	F&I, FDOT Type 'F' curb - by machine	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
24	F&I, FDOT Type 'G' curb - by hand	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
25	F&I, FDOT Type 'H' curb - by machine	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
26	F&I, FDOT Type 'I' curb - by hand	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
27	F&I, FDOT Type 'J' curb - by machine	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
28	F&I, FDOT Valley Gutter - by hand	LF	\$25.00	LF	NO BID	LF	\$17.38	LF	\$17.38	LF	\$25.00	LF	\$17.38	LF	\$25.00	LF	\$17.38	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
29	F&I, FDOT Shoulder Gutter - by hand	LF	\$25.00	LF	NO BID	LF	\$17.38	LF	\$17.38	LF	\$25.00	LF	\$17.38	LF	\$25.00	LF	\$17.38	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
30	F&I, FDOT Shoulder Gutter - by machine	LF	\$25.00	LF	NO BID	LF	\$17.38	LF	\$17.38	LF	\$25.00	LF	\$17.38	LF	\$25.00	LF	\$17.38	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
31	F&I, FDOT asphalt concrete curb	LF	\$30.00	LF	NO BID	LF	\$24.73	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$24.73	LF	\$25.00	LF	\$25.00	LF	\$25.00	LF	NO BID	LF	\$32.00
32	F&I, conduit - 2" (18" - 24" depth)	LF	\$11.50	LF	NO BID	LF	\$9.00	LF	\$9.00	LF	\$11.00	LF	\$9.00	LF	\$11.00	LF	\$9.00	LF	\$11.00	LF	\$11.00	LF	\$11.00	LF	NO BID	LF	\$12.00
33	Installation only of conduit - 2" (18" - 24" depth)	LF	\$10.00	LF	NO BID	LF	\$8.50	LF	\$8.50	LF	\$10.00	LF	\$8.50	LF	\$10.00	LF	\$8.50	LF	\$10.00	LF	\$10.00	LF	\$10.00	LF	NO BID	LF	\$12.00
34	F&I, conduit - 4" (18" - 24" depth)	LF	\$14.50	LF	NO BID	LF	\$9.00	LF	\$9.00	LF	\$14.00	LF	\$9.00	LF	\$14.00	LF	\$9.00	LF	\$14.00	LF	\$14.00	LF	\$14.00	LF	NO BID	LF	\$18.00
35	F&I, conduit - 6" (18" - 24" depth)	LF	\$16.50	LF	NO BID	LF	\$9.00	LF	\$9.00	LF	\$16.00	LF	\$9.00	LF	\$16.00	LF	\$9.00	LF	\$16.00	LF	\$16.00	LF	\$16.00	LF	NO BID	LF	\$18.00
36	F&I, conduit - 2" (24" - 36" depth)	LF	\$13.50	LF	NO BID	LF	\$7.03	LF	\$7.03	LF	\$12.00	LF	\$7.03	LF	\$12.00	LF	\$7.03	LF	\$12.00	LF	\$12.00	LF	\$12.00	LF	NO BID	LF	\$24.00
37	Installation only of conduit - 2" (24" - 36" depth)	LF	\$12.00	LF	NO BID	LF	\$2.45	LF	\$2.45	LF	\$12.00	LF	\$2.45	LF	\$12.00	LF	\$2.45	LF	\$12.00	LF	\$12.00	LF	\$12.00	LF	NO BID	LF	\$24.00
38	F&I, conduit - 4" (24" - 36" depth)	LF	\$15.00	LF	NO BID	LF	\$9.00	LF	\$9.00	LF	\$15.00	LF	\$9.00	LF	\$15.00	LF	\$9.00	LF	\$15.00	LF	\$15.00	LF	\$15.00	LF	NO BID	LF	\$24.00
39	F&I,																										

ITB No.: ITB2020-124PS
Bid Title: Miscellaneous Public Works Projects
Bid Opening Date: August 28, 2020 @ 3:00 P.M.
Prepared by: K&L

Gardens

VENDOR NAME		D.S. EAKINS CONST CORP		DEEVAN, INC		FERREIRA CONSTRUCTION		FLYING SCOT		FOSTER MARINE CONT		HEAVY CIVIL, INC.		HINTERLAND GROUP		JW CHEATHAM, LLC		MURRAY LOGAN CONST		R & D PAVING, LLC		RANGER CONSTRUCTION		SOUTH FLORIDA BUILDING		WAYPOINT CONTRACTING	
Vendor FEIN		59-1691997		65-0101816		22-333495		65-1070173		59-1054370		46-5435171		20-5156844		20-1928479		59-1208353		45-4459049		59-2098662		47-3238344		81-4602789	
b	Straight arrow	EA	\$85.00	EA	NO BID	EA	\$104.14	EA	\$100.00	EA	\$201.30	EA	\$91.00	EA	\$100.00	EA	\$92.00	EA	NO BID	EA	\$80.85	EA	\$110.00	EA	\$75.00	EA	\$201.30
c	Straight/Turn arrows; combination	EA	\$150.00	EA	NO BID	EA	\$208.28	EA	\$200.00	EA	\$145.00	EA	\$95.00	EA	\$180.00	EA	\$150.15	EA	NO BID	EA	\$150.15	EA	\$110.00	EA	\$110.00	EA	\$135.00
d	Merge message	EA	\$190.00	EA	NO BID	EA	\$349.17	EA	\$340.00	EA	\$180.00	EA	\$135.00	EA	\$200.00	EA	\$135.00	EA	NO BID	EA	\$190.30	EA	\$160.00	EA	\$150.00	EA	\$175.00
e	RNA message	EA	\$370.00	EA	NO BID	EA	\$520.70	EA	\$500.00	EA	\$350.00	EA	\$135.00	EA	\$400.00	EA	\$135.00	EA	NO BID	EA	\$369.60	EA	\$160.00	EA	\$250.00	EA	\$240.00
f	School message	EA	\$250.00	EA	NO BID	EA	\$275.66	EA	\$270.00	EA	\$195.00	EA	\$135.00	EA	\$250.00	EA	\$135.00	EA	NO BID	EA	\$202.40	EA	\$160.00	EA	\$175.00	EA	\$200.00
g	Only message	EA	\$200.00	EA	NO BID	EA	\$275.66	EA	\$270.00	EA	\$180.00	EA	\$135.00	EA	\$200.00	EA	\$135.00	EA	NO BID	EA	\$167.20	EA	\$160.00	EA	\$180.00	EA	\$180.00
h	U-Turn message	EA	\$250.00	EA	NO BID	EA	\$275.66	EA	\$270.00	EA	\$210.00	EA	\$130.00	EA	\$300.00	EA	\$130.00	EA	NO BID	EA	\$218.90	EA	\$150.00	EA	\$175.00	EA	\$175.00
i	Bike lane symbol (diamond, arrow)	EA	\$450.00	EA	NO BID	EA	\$428.81	EA	\$420.00	EA	\$410.00	EA	\$378.00	EA	\$500.00	EA	\$378.00	EA	NO BID	EA	\$440.00	EA	\$440.00	EA	\$150.00	EA	\$225.00
j	Handicap message	EA	\$250.00	EA	NO BID	EA	\$238.91	EA	\$235.00	EA	\$195.00	EA	\$189.00	EA	\$250.00	EA	\$189.00	EA	NO BID	EA	\$202.40	EA	\$220.00	EA	\$130.00	EA	\$135.00
77	Raised Reflective Pavement Markers - Thermoplastic																										
a	Red and amber, bi-directional	EA	\$6.25	EA	NO BID	EA	\$5.51	EA	\$5.50	EA	\$5.80	EA	\$5.40	EA	\$6.00	EA	\$5.50	EA	NO BID	EA	\$5.75	EA	\$6.30	EA	\$5.50	EA	\$7.25
b	Amber, bi-directional	EA	\$6.25	EA	NO BID	EA	\$5.51	EA	\$5.50	EA	\$5.80	EA	\$5.40	EA	\$6.00	EA	\$5.50	EA	NO BID	EA	\$5.75	EA	\$6.30	EA	\$5.50	EA	\$7.00
c	White and red, bi-directional	EA	\$6.25	EA	NO BID	EA	\$5.51	EA	\$5.50	EA	\$5.80	EA	\$5.40	EA	\$6.00	EA	\$5.50	EA	NO BID	EA	\$5.75	EA	\$6.30	EA	\$5.50	EA	\$6.00
78	Raised Reflective Pavement Markers - Epoxy																										
a	Red and amber, bi-directional	EA	\$6.25	EA	NO BID	EA	\$6.74	EA	\$6.50	EA	\$5.80	EA	\$6.20	EA	\$6.00	EA	\$6.20	EA	NO BID	EA	\$5.75	EA	\$7.25	EA	\$6.30	EA	\$7.25
b	Amber, bi-directional	EA	\$6.25	EA	NO BID	EA	\$6.74	EA	\$6.50	EA	\$5.80	EA	\$6.20	EA	\$6.00	EA	\$6.20	EA	NO BID	EA	\$5.75	EA	\$7.25	EA	\$5.50	EA	\$6.50
c	White and red, bi-directional	EA	\$6.25	EA	NO BID	EA	\$6.74	EA	\$6.50	EA	\$5.80	EA	\$6.20	EA	\$6.00	EA	\$6.20	EA	NO BID	EA	\$5.75	EA	\$7.25	EA	\$5.50	EA	\$6.50
79	Traffic Paint Lines																										
a	White, 4"	LF	\$0.50	LF	NO BID	LF	\$0.43	LF	\$0.35	LF	\$0.40	LF	\$0.32	LF	\$1.00	LF	\$0.35	LF	NO BID	LF	\$0.40	LF	\$0.40	LF	\$0.40	LF	\$0.65
b	Yellow, 4"	LF	\$0.50	LF	NO BID	LF	\$0.43	LF	\$0.35	LF	\$0.40	LF	\$0.32	LF	\$1.00	LF	\$0.35	LF	NO BID	LF	\$0.40	LF	\$0.40	LF	\$0.40	LF	\$0.65
c	White, 6"	LF	\$0.75	LF	NO BID	LF	\$0.47	LF	\$0.45	LF	\$0.45	LF	\$0.40	LF	\$1.00	LF	\$0.40	LF	NO BID	LF	\$0.45	LF	\$0.45	LF	\$0.40	LF	\$0.85
d	Black, 6"	LF	\$0.75	LF	NO BID	LF	\$0.55	LF	\$0.55	LF	\$0.55	LF	\$0.40	LF	\$1.00	LF	\$0.40	LF	NO BID	LF	\$0.60	LF	\$0.45	LF	\$0.80	LF	\$0.90
e	Blue, 6"	LF	\$1.00	LF	NO BID	LF	\$0.67	LF	\$0.65	LF	\$0.90	LF	\$0.40	LF	\$1.00	LF	\$0.40	LF	NO BID	LF	\$0.95	LF	\$0.45	LF	\$0.80	LF	\$0.90
f	Yellow, 6"	LF	\$0.50	LF	NO BID	LF	\$0.47	LF	\$0.45	LF	\$0.45	LF	\$0.40	LF	\$1.00	LF	\$0.40	LF	NO BID	LF	\$0.45	LF	\$0.45	LF	\$0.45	LF	\$0.90
g	White, 18"	LF	\$2.00	LF	NO BID	LF	\$1.41	LF	\$1.40	LF	\$1.55	LF	\$1.10	LF	\$2.00	LF	\$1.10	LF	NO BID	LF	\$1.65	LF	\$1.25	LF	\$1.50	LF	\$1.50
h	White, 24"	LF	\$1.50	LF	NO BID	LF	\$1.41	LF	\$1.40	LF	\$1.55	LF	\$1.10	LF	\$2.00	LF	\$1.10	LF	NO BID	LF	\$1.65	LF	\$1.25	LF	\$1.50	LF	\$1.50
i	Yellow, 18"	LF	\$2.00	LF	NO BID	LF	\$1.41	LF	\$1.40	LF	\$1.55	LF	\$1.10	LF	\$2.00	LF	\$1.10	LF	NO BID	LF	\$1.65	LF	\$1.25	LF	\$1.50	LF	\$1.50
j	White, 24"	LF	\$1.00	LF	NO BID	LF	\$1.72	LF	\$1.70	LF	\$1.30	LF	\$1.95	LF	\$2.00	LF	\$1.95	LF	NO BID	LF	\$3.45	LF	\$2.25	LF	\$2.00	LF	\$1.85
80	Arrows and Messages - White (Furnish and Install)																										
a	Straight/Combo Arrow	EA	\$175.00	EA	NO BID	EA	\$61.26	EA	\$60.00	EA	\$145.00	EA	\$48.60	EA	\$200.00	EA	\$48.60	EA	NO BID	EA	\$154.00	EA	\$57.00	EA	\$55.00	EA	\$65.00
b	Turn arrow	EA	\$85.00	EA	NO BID	EA	\$36.76	EA	\$35.00	EA	\$80.00	EA	\$43.00	EA	\$150.00	EA	\$43.00	EA	NO BID	EA	\$81.40	EA	\$50.00	EA	\$23.00	EA	\$45.00
c	Message (Only, School, Merge and Straight Arrow)	EA	\$200.00	EA	NO BID	EA	\$153.15	EA	\$150.00	EA	\$175.00	EA	\$76.00	EA	\$200.00	EA	\$76.00	EA	NO BID	EA	\$178.20	EA	\$88.00	EA	\$44.00	EA	\$100.00
d	6" Numbers (Per Digit)	EA	\$30.00	EA	NO BID	EA	\$17.75	EA	\$17.00	EA	\$30.00	EA	\$5.40	EA	\$40.00	EA	\$5.40	EA	NO BID	EA	\$29.15	EA	\$6.30	EA	\$2.00	EA	\$2.00
e	8" Numbers (Per Digit)	EA	\$35.00	EA	NO BID	EA	\$21.25	EA	\$21.00	EA	\$35.00	EA	\$6.40	EA	\$50.00	EA	\$6.40	EA	NO BID	EA	\$33.55	EA	\$6.30	EA	\$2.00	EA	\$2.00
f	10" Numbers (Per Digit)	EA	\$40.00	EA	NO BID	EA	\$21.25	EA	\$21.00	EA	\$40.00	EA	\$5.40	EA	\$55.00	EA	\$5.40	EA	NO BID	EA	\$37.40	EA	\$6.30	EA	\$2.00	EA	\$2.00
g	12" Numbers (Per Digit)	EA	\$45.00	EA	NO BID	EA	\$21.25	EA	\$21.00	EA	\$40.00	EA	\$5.40	EA	\$55.00	EA	\$5.40	EA	NO BID	EA	\$41.80	EA	\$6.30	EA	\$2.00	EA	\$2.00
h	24" Numbers (Per Digit)	EA	\$90.00	EA	NO BID	EA	\$3.49	EA	\$10.25	EA	\$80.00	EA	\$7.55	EA	\$90.00	EA	\$7.55	EA	NO BID	EA	\$81.40	EA	\$8.85	EA	\$1.50	EA	\$7.20
81	Fire Lane and No Parking Messages - Yellow																										
a	4" Letters (Per Letter)	EA	\$30.00	EA	NO BID	EA	\$1.04	EA	\$1.00	EA	\$25.00	EA	\$3.30	EA	\$35.00	EA	\$3.25	EA	NO BID	EA	\$25.30	EA	\$3.80	EA	\$2.10	EA	\$2.50
b	6" Letters (Per Letter)	EA	\$30.00	EA	NO BID	EA	\$1.21	EA	\$1.20	EA	\$27.50	EA	\$3.30	EA	\$40.00	EA	\$3.25	EA	NO BID	EA	\$28.90	EA	\$3.80	EA	\$2.60	EA	\$3.00
c	8" Letters (Per Letter)	EA	\$35.00	EA	NO BID	EA	\$1.21	EA	\$1.20	EA	\$32.00	EA	\$3.80	EA	\$45.00	EA	\$3.75	EA	NO BID	EA	\$39.55	EA	\$4.40	EA	\$4.00	EA	\$4.75
d	12" Letters (Per Letter)	EA	\$45.00	EA	NO BID	EA	\$1.21	EA	\$1.20	EA	\$39.00	EA	\$6.60	EA	\$50.00	EA	\$6.50	EA	NO BID	EA	\$40.70	EA	\$7.55	EA	\$6.00	EA	\$5.75
e	4" Letters (Per Letter)	EA	\$140.00	EA	NO BID	EA	\$10.13	EA	\$10.25	EA	\$135.00	EA	\$11.00	EA	\$150.00	EA	\$11.00	EA	NO BID	EA	\$138.60	EA	\$12.60	EA	\$12.50	EA	\$12.00
82	Pavement marking removal																										
a	Traffic Paint	SF	\$2.50	SF	NO BID	SF	\$11.33	SF	\$11.00	SF	\$2.20	SF	\$3.25	SF	\$3.00	SF	\$3.25	SF	NO BID	SF	\$2.30	SF	\$3.80	SF	\$2.50	SF	\$7.25
b	Thermoplastic	SF	\$2.50	SF	NO BID	SF	\$4.59	SF	\$4.50	SF	\$2.20	SF	\$3.25	SF	\$3.00	SF	\$3.25	SF	NO BID	SF	\$2.30	SF	\$3.80	SF	\$2.50	SF	\$2.45
c	Cold Preformed Plastic	SF	\$30.00	SF	NO BID	SF	\$218.66	SF	\$200.00	SF	\$2.75	SF	\$3.25	SF	\$3.25	SF	\$3.25	SF	NO BID	SF							

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 Bid Opening Date: August 28, 2020 @ 3:00 P.M.
 Prepared by: K&L E.



VENDOR NAME		D.S. EAKINS CONST CORP	DEEVAN, INC.	FERREIRA CONSTRUCTION	FLYING SCOT	FOSTER MARINE CONT	HEAVY CIVIL, INC.	HINTERLAND GROUP	JW CHEATHAM, LLC	MURRAY LOGAN CONST	R & D PAVING, LLC	RANGER CONSTRUCTION	SOUTH FLORIDA BUILDING	WAYPOINT CONTRACTING
Vendor FEIN		59-1691997	65-0101816	22-1333495	85-1070173	59-1054370	46-5439171	20-5156844	20-1928479	59-1208955	45-4426049	58-2098662	47-1328344	61-4602789
Reflective Paint - Island Nose - White		SY \$25.00	SY NO BID	SY \$24.50	SY \$25.00	SY \$22.00	SY \$55.40	SY \$35.00	SY \$5.75	SY NO BID	SY \$23.10	SY \$6.30	SY \$23.70	SY \$27.50
CREWS AND EQUIPMENT														
87 Construction Crew "A"	HR	\$325.00	HR \$280.00	HR \$556.46	HR NO BID	HR \$350.00	HR \$340.00	HR \$290.00	HR \$425.00	HR \$350.00	HR \$450.00	HR \$470.00	HR \$370.00	HR \$575.00
88 Construction Crew "B"	HR	\$350.00	HR \$300.00	HR \$573.58	HR NO BID	HR \$400.00	HR \$340.00	HR \$290.00	HR \$425.00	HR \$350.00	HR \$450.00	HR \$470.00	HR \$370.00	HR \$595.00
89 Construction Crew "C"	HR	\$400.00	HR NO BID	HR \$586.22	HR NO BID	HR \$450.00	HR \$385.00	HR \$350.00	HR \$445.00	HR \$370.00	HR \$500.00	HR \$680.00	HR \$410.00	HR \$885.00
90 Construction Crew "D"	HR	\$450.00	HR NO BID	HR \$586.22	HR NO BID	HR \$450.00	HR \$385.00	HR \$350.00	HR \$445.00	HR \$370.00	HR \$500.00	HR \$680.00	HR \$410.00	HR \$885.00
91 Infiltration Drainage Crew	HR	\$238.00	HR NO BID	HR \$573.58	HR NO BID	HR \$350.00	HR \$340.00	HR \$290.00	HR \$425.00	HR \$350.00	HR \$450.00	HR \$470.00	HR \$370.00	HR \$595.00
92 Wellpoint System	HR	\$50.00	HR \$60.00	HR \$134.03	HR NO BID	HR \$90.00	HR \$250.00	HR \$43.00	HR \$40.00	HR \$55.00	HR \$50.00	HR \$50.00	HR \$50.00	HR \$55.00
93 Asphalt Removal and Restoration	SF	\$6.50	SF NO BID	SF \$4.33	SF NO BID	SF \$9.00	SF \$8.00	SF \$8.00	SF \$6.00	SF \$12.00	SF \$20.00	SF \$7.80	SF \$2.10	SF \$12.75
94 Dump Truck (15 - 20 CY)	HR	\$80.00	HR NO BID	HR \$123.44	HR NO BID	HR \$75.00	HR \$61.00	HR \$58.00	HR \$78.00	HR \$65.00	HR \$85.00	HR \$76.00	HR \$72.00	HR \$85.00
SCHEDULE OF EQUIPMENT AND OPERATOR RATES														
95 Asphalt Paving, per 1-inch paving/overlay	TN	\$140.00	TN NO BID	TN \$169.07	TN NO BID	TN \$140.00	TN \$125.00	TN \$225.00	TN \$130.00	TN NO BID	TN \$122.00	TN \$120.00	TN \$135.00	TN \$295.00
96 Asphalt Milling, per 1-inch mill	SY	\$4.50	SY NO BID	SY \$2.74	SY NO BID	SY \$3.00	SY \$2.35	SY \$8.00	SY \$4.00	SY NO BID	SY \$2.50	SY \$8.40	SY \$9.10	SY \$12.50
97 MOT, Rental of Arrow Board, Electric	PER DAY	\$20.00	PER DAY NO BID	PER DAY \$24.74	PER DAY NO BID	PER DAY \$15.00	PER DAY \$11.00	PER DAY \$65.00	PER DAY \$14.00	PER DAY \$175.00	PER DAY \$15.00	PER DAY \$100.00	PER DAY \$95.10	PER DAY \$12.50
98 MOT, Rental of Message Board, Electric	PER DAY	\$20.00	PER DAY NO BID	PER DAY \$24.74	PER DAY NO BID	PER DAY \$15.00	PER DAY \$11.00	PER DAY \$65.00	PER DAY \$14.00	PER DAY \$175.00	PER DAY \$15.00	PER DAY \$100.00	PER DAY \$95.10	PER DAY \$12.50
99 MOT, Rental of Traffic Cones, 36-inch high (per 50 cones)	PER DAY	\$75.00	PER DAY NO BID	PER DAY \$6.66	PER DAY NO BID	PER DAY \$30.00	PER DAY \$22.00	PER DAY \$85.00	PER DAY \$17.00	PER DAY \$250.00	PER DAY \$27.00	PER DAY \$100.00	PER DAY \$100.00	PER DAY \$55.00
## MOT, Rental of Barricades, Type II	PER DAY	\$0.75	PER DAY NO BID	PER DAY \$1.97	PER DAY NO BID	PER DAY \$0.65	PER DAY \$1.10	PER DAY \$5.00	PER DAY \$0.60	PER DAY \$2.00	PER DAY \$0.30	PER DAY \$1.00	PER DAY \$15.00	PER DAY \$20.00
## MOT, Rental of Barricades, Type III	PER DAY	\$1.00	PER DAY NO BID	PER DAY \$1.97	PER DAY NO BID	PER DAY \$0.65	PER DAY \$1.10	PER DAY \$5.00	PER DAY \$0.60	PER DAY \$2.00	PER DAY \$0.30	PER DAY \$1.00	PER DAY \$15.00	PER DAY \$20.00
## MOT, Rental of Jersey Barrier	PER DAY	\$75.00	PER DAY NO BID	PER DAY \$566.32	PER DAY NO BID	PER DAY \$3.00	PER DAY \$1.00	PER DAY \$200.00	PER DAY \$60.00	PER DAY \$50.00	PER DAY \$0.55	PER DAY \$5.00	PER DAY \$175.00	PER DAY \$52.00
## Materials Mix-Up (for items not in contract up to \$50K)	PER CENT	10%	PER CENT NO BID	PER CENT \$6,000.00	PER CENT 18%	PER CENT 15%	PER CENT 10%	PER CENT 10%	PER CENT 10%	PER CENT \$10	PER CENT 15%	PER CENT 11%	PER CENT \$10	PER CENT 15.70%
1 3-Man crew w/Pickup Truck	HR	\$250.00	HR NO BID	HR \$166.73	HR \$200.00	HR \$250.00	HR \$200.00	HR \$150.00	HR \$200.00	HR \$180.00	HR \$150.00	HR \$240.00	HR \$180.00	HR \$285.00
2 5-Man crew w/Pickup Truck	HR	\$350.00	HR NO BID	HR \$261.49	HR \$260.00	HR \$350.00	HR \$300.00	HR \$250.00	HR \$300.00	HR \$270.00	HR \$200.00	HR \$320.00	HR \$220.00	HR \$428.00
3 Supervisor	HR	\$80.00	HR \$90.00	HR \$126.42	HR \$80.00	HR \$80.00	HR \$81.00	HR \$95.00	HR \$90.00	HR \$90.00	HR \$65.00	HR \$96.00	HR \$72.00	HR \$87.50
4 Foreman	HR	\$75.00	HR \$80.00	HR \$93.87	HR \$60.00	HR \$75.00	HR \$72.00	HR \$75.00	HR \$80.00	HR \$65.00	HR \$65.00	HR \$85.00	HR \$65.00	HR \$72.50
5 Welder	HR	\$65.00	HR NO BID	HR \$87.07	HR NO BID	HR \$60.00	HR \$60.00	HR \$60.00	HR \$75.00	HR \$75.00	HR \$60.00	HR \$85.00	HR \$60.00	HR \$70.00
6 Skilled Laborer	HR	\$65.00	HR \$45.00	HR \$44.03	HR \$40.00	HR \$40.00	HR \$30.00	HR \$35.00	HR \$30.00	HR \$35.00	HR \$30.00	HR \$40.00	HR \$40.00	HR \$47.50
7 Day Laborer (Unskilled)	HR	\$35.00	HR \$35.00	HR \$40.65	HR \$30.00	HR \$35.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$30.00	HR \$38.95
8 Grail	HR	\$150.00	HR NO BID	HR NO BID	HR NO BID	HR \$175.00	HR \$150.00	HR \$100.00	HR \$120.00	HR \$125.00	HR \$100.00	HR \$140.00	HR \$80.00	HR \$175.00
9 Skid Loader	HR	\$80.00	HR NO BID	HR \$85.07	HR NO BID	HR \$85.00	HR \$80.00	HR \$65.00	HR \$80.00	HR \$75.00	HR \$75.00	HR \$95.00	HR \$65.00	HR \$95.00
10 Rubber Tire backhoe/Loader	HR	\$80.00	HR NO BID	HR \$85.07	HR NO BID	HR \$85.00	HR \$80.00	HR \$65.00	HR \$80.00	HR \$75.00	HR \$75.00	HR \$95.00	HR \$65.00	HR \$95.00
11 Track backhoe	HR	\$140.00	HR \$130.00	HR \$127.62	HR NO BID	HR \$140.00	HR \$120.00	HR \$115.00	HR \$115.00	HR \$115.00	HR \$110.00	HR \$110.00	HR \$110.00	HR \$115.00
12 Dump Truck	HR	\$80.00	HR NO BID	HR \$123.46	HR \$80.00	HR \$75.00	HR \$75.00	HR \$75.00	HR \$75.00	HR \$75.00	HR \$75.00	HR \$75.00	HR \$75.00	HR \$80.00
13 Flatbed w/Tractor	HR	\$100.00	HR NO BID	HR \$139.86	HR NO BID	HR \$150.00	HR \$110.00	HR \$85.00	HR \$115.00	HR \$115.00	HR \$120.00	HR \$110.00	HR \$110.00	HR \$115.00
14 Flatbed	HR	\$80.00	HR NO BID	HR \$113.54	HR NO BID	HR \$125.00	HR \$60.00	HR \$45.00	HR \$60.00	HR \$60.00	HR \$60.00	HR \$60.00	HR \$60.00	HR \$65.00
15 Wellpoint System	HR	\$50.00	HR \$60.00	HR \$50.85	HR NO BID	HR \$50.00	HR \$100.00	HR \$15.00	HR \$40.00	HR \$60.00	HR \$50.00	HR \$50.00	HR \$50.00	HR \$55.00
16 Jet Pump	HR	\$50.00	HR \$60.00	HR \$50.85	HR NO BID	HR \$50.00	HR \$100.00	HR \$15.00	HR \$40.00	HR \$60.00	HR \$50.00	HR \$50.00	HR \$50.00	HR \$55.00
17 Hydraulic Submersible Pump	HR	\$50.00	HR NO BID	HR \$50.85	HR NO BID	HR \$50.00	HR \$100.00	HR \$15.00	HR \$40.00	HR \$60.00	HR \$50.00	HR \$50.00	HR \$50.00	HR \$55.00
18 Welding machine	HR	\$50.00	HR NO BID	HR \$113.54	HR NO BID	HR \$125.00	HR \$60.00	HR \$45.00	HR \$60.00	HR \$60.00	HR \$60.00	HR \$60.00	HR \$60.00	HR \$65.00
19 Portable Generator	HR	\$50.00	HR NO BID	HR \$113.54	HR \$35.00	HR \$15.00	HR \$20.00	HR \$40.00	HR \$50.00	HR \$35.00	HR \$35.00	HR \$35.00	HR \$35.00	HR \$35.00
20 Quick Cut Saw	HR	\$30.00	HR NO BID	HR \$11.11	HR \$35.00	HR \$10.00	HR \$6.00	HR \$10.00	HR \$30.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00
21 Asphalt/Concrete Saw	HR	\$70.00	HR NO BID	HR \$40.65	HR \$100.00	HR \$90.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00
22 Steel Wheel Roller	HR	\$25.00	HR NO BID	HR \$14.59	HR \$25.00	HR \$20.00	HR \$10.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00
23 Plate Tamper	HR	\$25.00	HR NO BID	HR \$14.59	HR \$25.00	HR \$20.00	HR \$10.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00	HR \$25.00
24 Chain Saw/Debris Clearing Hand Equipment	HR	\$30.00	HR NO BID	HR \$4.95	HR \$30.00	HR \$20.00	HR \$10.00	HR \$30.00	HR \$30.00	HR \$30.00	HR \$30.00	HR \$30.00	HR \$30.00	HR \$40.00
Contractor's Representative		D. Steven Eakins, Jr.	Van C. Williams	John Ciabattari	Shawn Cunningham	Howard Wright	Rudy Polietti	Chase Rogers	Tom Uhlig	Edward O'Leary	Nancy G. Rosso	Jason Daley	Stephen Zippi	Katrina Gonzalez
Telephone Number		561.842.0001	561.844.5518	772.286.5123	561.723.5812	561.722.1486	561.373.2995	561.640.3503	561.471.4100	561.748.9443	561.588.6681	561.793.9400	561.510.3800	786.608.1406
Email Address		steve@dsdekins.com	van@devaninc.com	john@ferreiracorp.com	shawn@flyingscot.com	howard@foster-marine.com	rudy@heavycivilinc.com	chase@hinterlandgroup.com	tom@jwcheatam.com	ed@murraylogan.com	nancy@randdpaving.com	jason@rangerconstruction.com	stephen@sdharcenrillite.com	kate@waypointcontracting.com

Flying Scot Inc.
11924 W. Forest Hill Blvd.
#10A-386
Wellington, Florida 33414

AUG 28 20 12:08 PM REC

I.T.B. 2020-124PS
"Miscellaneous Public Works Projects"
City of Palm Beach Gardens
10500 N. Military Trail.
Palm Beach Gardens, Florida 33410



City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

INVITATION TO BID

ITB2020-124PS
MISCELLANEOUS PUBLIC WORKS PROJECTS

DUE DATE AND TIME
FRIDAY, AUGUST 28, 2020, AT 3:00PM (LOCAL TIME)

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INSTRUCTIONS

Responses to this Invitation to Bid must be submitted in a **sealed envelope** to the Office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410, on or before the **Due Date and time** show above. Late responses will not be accepted. The City's normal business hours are 8:00 a.m. to 5:00 p.m., Mondays through Fridays, except holidays. The sealed envelope must have the following information clearly marked on the face of the envelope: vendor's name, vendor's address, Invitation to Bid number and title.

The sealed envelope must contain a signed original of the Solicitation Summary, and a **PDF version** of your bid on a CD/DVD or a USB drive. If any of the documents are password-protected, the City may deem your bid **non-responsive**. If the completed Solicitation Summary is not included in the sealed envelope as a hard copy, the City may deem your bid **non-responsive**. A printed hard copy of your bid **is not required**.

Timely responses will be publicly opened, read aloud, and recorded by the City Clerk at City Hall on the Due Date and time stated above. All questions regarding this Solicitation must be submitted in writing to the Purchasing Department at kmra@pbgfl.com.

This Invitation to Bid is subject to the City's General Terms and Conditions, which are available for review at www.pbgfl.com/purchasing. By submitting an offer to this Invitation to Bid, the vendor agrees to be bound by the City's General Terms and Conditions.



City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

LEGAL ADVERTISEMENT

**ITB2020-124PS
MISCELLANEOUS PUBLIC WORKS PROJECTS**

The City of Palm Beach Gardens is seeking offers from qualified contractors to perform miscellaneous public works and minor construction projects in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

The Invitation to Bid will be available on Sunday, August 2, 2020, at 8:00 a.m. local time on the City of Palm Beach Gardens website at www.pbgfl.com/purchasing or may be obtained from the Office of the City Clerk.

Bids must be submitted in a sealed envelope, clearly marked "ITB2020-124PS, Miscellaneous Public Works Projects", and delivered to the Office of the City Clerk at 10500 North Military Trail, Palm Beach Gardens, Florida 33410. The deadline for submission of bids is Friday, August 28, 2020, at 3:00 p.m. local time. At that time, all sealed bids will be publicly opened and read aloud at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

Late bids will not be accepted and will be returned to the sender unopened.

It is the responsibility of the bidder to ensure all relevant pages are included in its bid. All bidders are advised to carefully examine the requirements of the Invitation to Bid. Any questions regarding the completeness or substance of the requirements must be submitted in writing via email to Kmi Ra, Purchasing and Contracts Director, at kmra@pbgfl.com.

The City of Palm Beach Gardens is exempt from Federal and State taxes for tangible personal property.

The City of Palm Beach Gardens reserves the right to accept or reject any or all offers, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post
Sunday, August 2, 2020

SECTION 1 SPECIAL TERMS AND CONDITIONS

1.1 PURPOSE

The purpose of this solicitation is to pre-qualify bidders for a contractor pool, and to establish unit prices and rates for future miscellaneous public works and minor construction projects. This initial solicitation provides for the submission of documents and forms intended to verify that the bidder meets or exceeds the minimum criteria set forth elsewhere in this solicitation. Bidders must also submit pricing and rates based on the format and schedule shown in the pricing section of this Invitation to Bid. This Pricing Schedule must be submitted in Excel format.

All bidders who meet or exceed the criteria established in this solicitation shall be placed in a Pre-Qualification Vendor Pool that may be accessed by City departments in order to perform miscellaneous public works and minor construction projects for the City of Palm Beach Gardens, Florida.

ANTICIPATED PROCUREMENT SCHEDULE

Event	Date
Invitation to Bid Advertised	August 2, 2020
Pre-Bid Conference	N/A
Due Date and Time for Bids	August 28, 2020
Evaluation Process Begins	August 31, 2020
Evaluation Process Ends	September 2020
Award of Contract	October/November 2020

1.2 PRE-BID CONFERENCE AND SITE VISIT

Intentionally Omitted

1.3 TERM OF CONTRACT: FIVE YEARS

The contract shall commence on the date of the duly executed Agreement and shall remain in effect for five (5) years, contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the 5-year contract term.

1.4 OPTIONS TO RENEW:

Intentionally Omitted

1.5 METHOD OF AWARD: MULTIPLE VENDORS BY ITEM

The City will award the contract to the two (2) lowest-priced responsive, responsible bidders on an item-by-item basis, as primary and secondary awardees.

While the method of award prescribes the method for determining the lowest responsive, responsible bidders, the City will award this contract to the designated lowest bidder as the primary awarded bidder and will award this contract to the designated second lowest bidder as the secondary awarded bidder respectively. The primary awarded bidder shall have the first responsibility to initially perform the work. If the primary awarded bidder fails to perform it may

be terminated from the contract for default and the City shall have the option to assign the work to the secondary awarded bidder.

If the primary and secondary vendor are unable to perform the work, the City may, at its sole discretion, request another vendor on the contract to perform the work. Award to multiple bidders is made for the convenience of the City and does not exempt the primary awarded bidder from fulfilling its contractual obligations. Failure of any awarded bidder to perform in accordance with the terms and conditions of the contract may result in the awarded bidder being deemed in breach of contract. The City may terminate the contract with that vendor for default and charge the awarded bidder re-procurement costs, if applicable.

Notwithstanding the Method of Award, the City reserves the right to make subsequent job awards under this contract to either the primary or secondary, on a project-by-project basis, based on the workload of each vendor and the time that vendor may take to complete the project.

To be considered eligible for contract award the bidder must meet the following minimum requirements:

- Have no delinquent indebtedness to the City of Palm Beach Gardens or other federal, state, or municipal agencies.
- Be regularly and consistently engaged in providing the same or similar services to those being requested in this solicitation.
- Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
- Be able to comply with the required or proposed delivery or performance schedule.
- Have a satisfactory record of performance. Bidders who are or have been deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the vendor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
- Bidders performing work for the City at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the City. Previous award of work does not guarantee future award. The bidder must perform satisfactorily and professionally on all City work undertaken.
- Have a satisfactory record of integrity and business ethics.
- Be properly licensed by the appropriate regulatory agencies for the services to be performed.

- Not have any previous investigations where the vendor was found at fault and penalized; or current investigations where disposition is pending by a regulatory agency.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

1.6 PRICES SHALL BE FIXED AND FIRM

The prices offered by the awarded Bidder shall remain fixed and firm during the contract term, and shall not be subject to any adjustments, except as may be provided elsewhere in the contract.

1.7 PRICE ADJUSTMENTS

Intentionally Omitted

1.8 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Intentionally Omitted

1.9 DELIVERY REQUIREMENTS: COMPLETION OF WORK FROM DATE OF PURCHASE ORDER

For each public works or minor construction project under this contract, the awarded bidder shall state in its offer at the time requested, the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the awarded bidder for a stipulated project, if so stipulated by the City at that time.

1.10 LIQUIDATED DAMAGES

Prior to the performance of any work under this contract, the City may establish liquidated damages for such work based on the unique factors and specifications of each project. The City will notify the awarded bidder, in writing, if liquidated damages are to be assigned to a specific project, and the daily estimated amount of such damages.

Notwithstanding the requirements of this section, the City reserves the right to not establish liquidated damages for any of the projects performed under this contract, as the City determines in its own interests.

1.11 INSURANCE

The awarded bidder shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received and approved by the City's Risk Management Coordinator or designee.

The required insurance coverage is to 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. This insurance shall be documented in certificates of insurance which provides that the City of Palm Beach Gardens shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Palm Beach Gardens.

The awarded bidder must submit a current Certificate of Insurance, naming the City of Palm Beach Gardens as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The awarded bidder shall provide insurance coverage as follows, and shall carry:

- i. Workers' Compensation Insurance – as required by law.
- ii. Employer's Liability Insurance - \$1,000,000 per occurrence
- iii. Professional Liability (Errors and Omissions) Insurance - \$1,000,000 with a deductible not to exceed \$50,000 per claim. The certificate of insurance shall reference any applicable deductible.
- iv. Comprehensive General Liability Insurance - \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, and independent contractors.
- v. Automobile Liability Insurance - for owned, non-owned and hired vehicles - \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- vi. Contractors Pollution Legal Liability - hazardous and materials excavation in the amount of \$2,000,000 each occurrence. Coverage for claims against the City for damage to environmental conditions resulting from alleged or actual violations of Environmental Laws occurring in the course of performing contractor's services.

If no deductible for insurance is referenced above, the City reserves the right to require such deductibles which shall be determined by its Risk Management Coordinator, but not less than \$25,000 per claim.

1.12 PERFORMANCE BOND AND/OR CONSTRUCTION BOND

Prior to the performance of any work under this contract, the City may require a performance bond for such work based on the unique factors and specifications of each project. The City will notify the awarded bidder, in writing, if a performance bond is required for a specific project, and the requirements shall be based on the following:

The awarded bidder shall duly execute and deliver to the City a Performance Bond or Unconditional Irrevocable Letter of Credit in an amount equal to 110% of the total project price, payable to the City, as surety for faithful performance under the terms and conditions of the contract. The Performance Bond or Unconditional Irrevocable Letter of Credit shall be delivered to the City within thirty (30) days of being requested, and prior to any commencement of work.

The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. Bonds may not be canceled, terminated, or

revised unless the City has been provided with thirty (30) days' advanced written notice of such action by the surety. The surety must insert the registered agent to accept service of process in the State of Florida, directly on each bond document.

Acknowledgement and agreement is given by both parties that the performance bond or letter of credit amount is not intended to be or shall be deemed to be in the nature of liquidated damages, nor is it intended to limit the liability of the awarded bidder to the City in the event of a material breach of the contract agreement by the awarded bidder.

If the bidder fails to deliver the performance bond or irrevocable letter of credit within this specified time, including granted extensions, the City shall declare the bidder in default of the contractual terms and conditions, and the bidder shall be terminated from the contract, and the City shall not accept any offer from that bidder for a twelve (12) month period following such default.

1.13 CERTIFICATIONS

Any bidder submitting an offer in response to this solicitation shall, at the time of such offer, hold a valid certificate of competency for the relevant trade to be performed issued by the State or County examining board qualifying the bidder to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable certificate of competency issued to the subcontractor(s) shall be submitted with the bidder's offer; provided, however, the City may at its option and in its best interest allow the bidder to supply the subcontractor(s) certificate to the City during the bid evaluation period.

1.14 BID BOND

Intentionally Omitted

1.15 METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

Upon completion of a project, and inspection and acceptance of the work by the City, the awarded bidder shall submit an invoice to the City for payment. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the work. Under no circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the work. The invoice shall contain the following basic information: the awarded bidder's name and address, invoice number, date of invoice, description of the work performed and location of the project, the contract number, purchase order number, and any discounts.

On a project-by-project basis and based on the estimated completion time for a project, the City may, at its own discretion, agree to pay progress payments for work that has been reviewed, inspected, and accepted by the City Engineer or designee. Progress payments will only be made in such rare circumstances when the City determines that they are in its best interests.

All payments shall be made subject to the provisions of Florida's Prompt Payment Act, upon receipt of a correct and proper invoice by the City.

1.16 PERFORMANCE OF WORK

The awarded bidder shall perform work in a professional manner and to the highest industry standards for each project. The awarded Bidder shall at all times be cognizant of the need to abide

and adhere to all applicable occupational safety and health rules and regulations. No section of any work project may be performed by the awarded bidder or a subcontractor of the awarded bidder unless such person has the experience, equipment, knowledge, and resources to perform the work safely and properly. The City shall have the right, without penalty, to stop any phase or aspect of work if the City believes, in its professional opinion, that the execution of the work is improper in any manner.

1.17 CLEAN UP

The awarded bidder shall remove all unusable materials and debris from the work areas at the end of each workday and disposed of in an appropriate manner. Upon final completion, the awarded bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the City's authorized representative.

Any items or products that are City-owned property must be returned to the City unless items have been deemed of no value to the City. If items or products have no value, the Contractor may dispose of the items or products at no cost to the City.

1.18 WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and service against faulty labor or defective material, for a minimum period of one year from the date of acceptance of the labor and materials by the City. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

1.19 ADDITIONAL FACILITIES OR LOCATIONS

Although this solicitation and resultant contract is primarily for miscellaneous public works and minor construction projects, it is hereby agreed and understood that any City department or agency facility may be added to this contract at the option of the City, for similar or related services. When required by the pricing structure of the contract, awarded bidders shall be invited to submit price quotes for these additional facilities or related projects. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current awarded bidder(s) that offers the lowest acceptable pricing. If this contract has a single awarded bidder, the additional site(s) may be added to this contract by formal modification of the contract. The City may determine to obtain price quotes for the additional facilities from non-contract vendors in the event that fair and reasonable pricing is not obtained from the current awarded bidders, or for other reasons at the City's discretion.

1.20 HOURLY RATE

Any hourly rate quoted shall be deemed to provide full compensation to the awarded bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight time for all labor and equipment, except as otherwise noted.

1.21 RELEASE OF CLAIM REQUIRED

Pursuant Section 255.05, *Florida Statutes* all payments to the subcontractors shall be made by the awarded Bidder within ten (10) days of receipt of the partial payment from the City. With the exception of the first partial payment, the awarded Bidder must pay all of its subcontractors and

suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The awarded Bidder must provide the City's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

1.22 PRE-CONSTRUCTION CONFERENCE

The awarded bidder shall conduct a pre-construction conference for City officials designated to represent the City prior to the start of any construction work. The awarded bidder may choose the location of the construction conference, provided the conference is held in the southeast Florida area. Any costs incurred by City officials in conjunction with the pre-construction conference shall be borne by the City.

1.23 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its bid, the bidder must identify any and all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility, and business standing shall be considered by the City when making the award in the best interest of the City. If the bidder fails to identify any and all subcontractors in its bid, the City may allow the bidder to submit this documentation during the evaluation period if such action is in the best interest of the City.

1.24 RECORDS, ACCOUNTS, AND STATEMENTS

The awarded bidder shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon three business days' notice to examine and audit such records and accounts. Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of the awarded bidder's business with the City pursuant to generally accepted auditing standards.

1.25 COMPLIANCE AND CONDUCT

The bidder shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The bidder shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired

employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

1.26 SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the bidder to complete and execute any other forms or documents in relation to the Agreement resulting from this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the bidder's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this solicitation document and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

1.27 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded bidder fail to deliver or complete the work on a timely basis, and within the schedule established by the City, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the awarded bidder and secure the services of another vendor to perform the work. If the City exercises this authority, the City shall be responsible for paying the awarded bidder for any work that were completed in accordance with the contract specifications. If applicable to that phase of the work, the awarded bidder shall forfeit the performance and/or construction bonds, and the City will use the proceeds from the bonds to complete the work.

The City may, at its option, demand payment from the awarded bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price, which were incurred by the City, as a result of having to secure the services of another vendor.

1.28 CORRECTING DEFECTS

The awarded bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded bidder of such deficiency in writing. If the awarded bidder fails to correct the defect, the City may procure the services from another source and charge the awarded bidder for any additional costs that are incurred by the City for this work, either through a credit memorandum or through invoicing.

1.29 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All contractors performing services under this contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded bidder. Barricades shall be provided by the awarded bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

1.30 OMISSIONS IN SPECIFICATIONS

The Statement of Work or description of items contained within this solicitation describes the various work requirements deemed necessary for the completion of minor construction projects. Any omissions of inherent technical functions or classes of work within the specifications and/or Statement of Work shall not relieve the awarded bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

SECTION 2 TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK

2.1 PROJECT SCOPE

It is the intent of the City to contract with multiple vendors to provide miscellaneous public works and minor construction services as required by the City on a task-by-task/project-by-project basis for repairs, replacements, and/or installations of municipal infrastructure, which may include, but not be limited to, pavement repair/replacement, stormwater improvements, sidewalks, curbs, driveways, and similar work, based on unit priced bids submitted as part of this Invitation to Bid.

Bids will be accepted for all or part of the list of bid items.

There is no guarantee of work.

2.2 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

The bidder certifies that all equipment and materials used for work performed under this Invitation to Bid shall conform to all applicable O.S.H.A. requirements. The bidder further certifies that if any equipment or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on date of delivery, all costs necessary to bring the equipment and materials into compliance with the aforementioned requirements shall be borne by the bidder.

2.3 MATERIALS

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

2.4 CONTRACTOR'S REPRESENTATIVE

Bidders shall provide the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of work projects. A contact for both regular workhours and after-hours, weekends, and holidays should be submitted with the bid.

2.5 STATEMENTS OF WORK

For each subsequent project under this contract, the City will provide to the awarded bidder a written and complete Statement of Work specific to that project. If available, drawings and other documentation will be provided to assist the awarded bidder in properly estimating reasonable costs to perform the work, based on the prices and rates established in the contract.

2.6 CHANGES

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

The City Engineer may, at any time make changes in the details of the work. The awarded bidder shall proceed with the performance of any changes in the work so ordered by the City Engineer, unless the awarded bidder believes that such changes entitles him to a change in the contract price or time, or both, in which event he shall give the City Engineer immediate written notice thereof after the receipt of the ordered change. Thereafter, the awarded bidder shall document the basis for the change in contract price or time within ten (10) calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

Changes in the scope of work may be accomplished by change order, construction change directive, or field order. Any one of these documents shall be interpreted as further instruction from the City.

A change order shall be based upon agreement between the City and the awarded bidder; a construction change directive may or may not be agreed to by the awarded bidder; a field order for a minor change in the work may be issued by the City Engineer or designee.

Changes in the work shall be performed under applicable provisions of the contract documents, and the awarded bidder shall proceed promptly, unless otherwise provided in the change order, construction change directive, or field order.

2.7 CONSTRUCTION CHANGE DIRECTIVES

A construction change directive is a written order prepared and signed by the City Engineer, directing a change in the work, and stating a proposed basis for adjustment, if any, in the contract price or contract time, or both. The City Engineer may by issuing a construction change directive, without invalidating the contract, order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and contract time being adjusted accordingly if affected by the change.

A construction change directive will be used in the absence of agreement on the terms of a change order.

If the construction change directive provides for an adjustment to the contract price, the adjustment shall be based on one of the following methods and precedence:

- a. unit prices stated in the proposal.
- b. unit prices agreed upon through previous amendments to the contract.
- c. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the City Engineer; or
- d. by actual cost, to be determined in a manner agreed upon by the awarded bidder and the City and including a mutually acceptable fixed or percentage fee (if any).

Upon receipt of a construction change directive, the awarded bidder shall promptly proceed with the change in the work involved and shall immediately advise the City Engineer of the awarded bidder's disagreement with the method, if any, provided in the construction change directive for determining the proposed adjustment in the contract price or contract time.

If the awarded bidder does not respond promptly or disagrees with the method for adjustment in the contract price, the method and the adjustment shall be determined by the City Engineer on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the contract price, a reasonable allowance for overhead and profit. In such case, the awarded bidder shall keep and present, in such form as the City Engineer may prescribe, an itemized accounting together with appropriate supporting data.

Unless otherwise provided in the contract documents, costs for any changes shall be limited to the following:

- a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance.
- b. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed.
- c. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the awarded bidder or others.
- d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the work; and
- e. the awarded bidder may add 10% (for overhead and profit) to the cost for work performed by his own forces, and 5% (for overhead and profit) to the cost for work performed by subcontractors. The subcontractor may add 10% (for overhead and profit) to the cost for work performed by his own forces. The awarded bidder may add an amount, confirmed by the surety, not to exceed 2% for the additional performance bond premium.

Overhead shall include the following: supervision, wages of timekeepers, watchmen, and clerks, small tools, incidentals, general office expense, and all other expenses not included in cost.

When the City and the awarded bidder agree with the adjustments in the contract price and contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate change order.

Prior to final determination of cost to the City and a completely executed change order, amounts not in dispute may be included in applications for payment.

2.8 MINOR CHANGES IN THE WORK

The City Engineer shall have authority to order minor changes in the work not inconsistent with the intent of the contract. Such changes shall be affected by issuance of a field order and shall

be binding on the City and awarded bidder. The awarded bidder shall carry out such written orders promptly.

2.9 PERMITS AND FEES

The awarded bidder shall apply for and pay for all required permits and fees for work projects, including those for the City, County, State, or any applicable regulatory authority. The City will waive all permit fees payable to the City, but the awarded bidder shall complete and submit the permit applications.

The City's Master Fees and Charges Schedule is available at <https://www.pbgfl.com/DocumentCenter/View/27>, for review. By submitting a bid in response to this solicitation, the bidder acknowledges and agrees that the City has provided all information it has on any and all applicable permits and fees for future work projects under this contract.

2.10 HURRICANE OR DISASTER EVENTS – FEMA CLAUSES

It is the City's Intent that during the annual hurricane season, and for any disaster event, the City may utilize vendors who are part of the pool of contractors under this contract. By submitting a bid under this solicitation, the bidder agrees to be bound by the prices and rates submitted in its bid for any and all future work that may be performed in response to a disaster event.

The bidder shall complete and submit with its bid the supplemental Federal Emergency management Agency's (FEMA) clauses that are attached to this solicitation.

Failure to complete and submit the FEMA clauses may result in rejection of the bid submitted by the bidder.

BID SUBMITTAL

This page and all following pages comprise your Bid Submittal and offer to the City. Please attach any additional information or documentation requested in this Invitation to Bid.

There is no need to include the preceding sections of the Invitation to Bid.

ITB2020-124PS
MISCELLANEOUS PUBLIC WORKS PROJECTS

DUE DATE AND TIME
FRIDAY, AUGUST 28, 2020 @ 3:00PM

INSTRUCTIONS

Responses to this Invitation to Bid must be submitted in a **sealed envelope** to the Office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410, **on or before the Due Date and time show above**. Late responses will not be accepted. The City's normal business hours are 8:00 a.m. to 5:00 p.m., Mondays through Fridays, except holidays. The sealed envelope must have the following information clearly marked on the face of the envelope: vendor's name, vendor's address, Invitation to Bid number and title.

The sealed envelope must contain a signed original of the Solicitation Summary, and a **PDF version** of your bid on a CD/DVD or a USB drive. If any of the documents are password-protected, the City may deem your bid **non-responsive**. If the completed Solicitation Summary is not included in the sealed envelope as a hard copy, the City may deem your bid **non-responsive**. A printed hard copy of your bid **is not required**.

Timely responses will be publicly opened, read aloud, and recorded by the City Clerk at City Hall on the Due Date and time stated above. All questions regarding this Solicitation must be submitted in writing to the Purchasing Department at kmra@pbgfl.com.

This Invitation to Bid is subject to the City's General Terms and Conditions, which are available for review at www.pbgfl.com/purchasing. By submitting an offer to this Invitation to Bid, the vendor agrees to be bound by the City's General Terms and Conditions.

SECTION 3 PRICING SCHEDULE

3.1 PRICES AND RATES

The Pricing Schedule is attached to the Invitation to Bid as an Excel form. Bidders shall indicate their pricing and rates in the attached Exhibit B, Pricing Schedule.

The Bidder shall complete the Pricing Schedule and submit it in an Excel format and NOT as a PDF. This will allow the City to maintain the accuracy of the pricing by copying and pasting the pricing into the Bid Tabulation.

If the Pricing Schedule is submitted as a PDF, the City reserves the right to deem the bidder non-responsive.

3.2 REQUIRED SUBMITTALS WITH BID

- a. Copies of all relevant Licenses and Certifications.
- b. Submit Pricing Schedule as an Excel file (DO NOT PASSWORD PROTECT).
- c. Complete, sign, and submit FEMA clauses.

SECTION 4 AFFIDAVITS AND FORMS

4.1 AFFIDAVITS AND FORMS

All affidavits and forms must be acknowledged and completed by an official having legal authorization to contractually bind the Bidder. These affidavits and forms represent a binding commitment upon the Bidder to provide the goods or services offered to the City. The Bidder is required to read and become informed of the provisions of the following applicable forms available at www.pbgfl.com/purchasing.

- a. Notification of Public Entity Crimes Law
- b. Notification of Public Records Law
- c. Drug-Free Workplace
- d. Conflict of Interest Disclosure
- e. Non-Collusion Affidavit

By submitting an offer for this Invitation to Bid, the Bidder acknowledges to reading and accepting the provisions and requirements of the above forms as legally and contractually binding on the Bidder.

4.2 INCORPORATION AFFIDAVIT

The Incorporation Affidavit must be completed by an official having legal authorization to contractually bind the Bidder and be duly stamped and signed by a Notary Public and submitted as a hard copy in your bid.

4.3 FORMATS OF BONDS AND OTHER FORMS

If the Invitation to Bid requires any bonds, the sample formats and wording that are acceptable to the City can be found at www.pbgfl.com/purchasing for the following documents. The draft Agreement for Goods and Services is also available for review at the same link.

- f. Performance Bond
- g. Payment Bond
- h. Letter of Credit
- i. Bid Bond
- j. Construction Bond
- k. Draft Agreement for Goods or Services

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

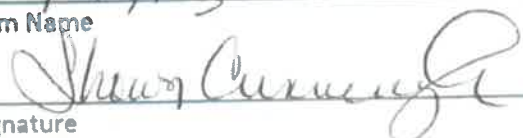
List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated August 4, 2020 
Addendum #2, Dated August 17, 2020 
Addendum #3, Dated August 19, 2020 
Addendum #4, Dated August 24, 2020  Ad Tab I+B
Addendum #5, Dated _____
Addendum #6, Dated _____
Addendum #7, Dated _____
Addendum #8, Dated _____
Addendum #9, Dated _____
Addendum #10, Dated _____

2014-031PW

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Flying Start Inc
Firm Name

Signature
Shawn Cunningham President
Name and Title (Print)
8/24/2020
Date



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 1

DATE: August 4, 2020

TO: All Potential Bidders
SOLICITATION NO.: ITB2020-124PS
TITLE: Miscellaneous Public Works Projects
DUE DATE: Friday, August 28, 2020 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

The following question was received from a potential bidder, and the response is provided as shown.

Question: Could you tell me the estimated budget for the above referenced contract?
Response: The City will allocate Ten Million Dollars (\$10,000,000) for the five-year term of this contract for various miscellaneous public works and minor construction projects, on an as-needed basis.

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra
CPPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

Handwritten signature: K. Ra, President of the City of Palm Beach Gardens



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 2

DATE: August 17, 2020

TO: All Potential Bidders
SOLICITATION NO.: ITB2020-124PS
TITLE: Miscellaneous Public Works Projects
DUE DATE: Friday, August 28, 2020 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

The following question was received from a potential bidder, and the response is provided as shown.

Question: Please describe what makes up the crew in bid line items 87 thru 91. Number of men and equipment .

Response: *This information was inadvertently omitted from the Invitation to Bid. Please see below.*

DESCRIPTION
CREWS AND EQUIPMENT
CONSTRUCTION CREW "A" Includes supervisor, operators, and other skilled tradesmen, and all equipment; including incidental materials and tools necessary for the repair or installation of concrete, PVC, HDEP, or metal pipe at eight (8) feet or less in depth and thirty-six (36) inches in diameter or less.
CONSTRUCTION CREW "B" Includes supervisor, operators, and other skilled tradesmen, and all equipment; including incidental materials and tools necessary for the repair or installation of concrete, PVC, HDEP, or metal pipe at nine (9) feet or less in depth and thirty-six (36) inches in diameter or less.



CONSTRUCTION CREW "C"
Includes supervisor, operators, and other skilled tradesmen, and all equipment; including incidental materials and tools necessary for the repair or installation of concrete, PVC, HDEP, or metal pipe at eight (8) feet or less in depth and thirty-six (36) to eighty-four (84) inches in diameter.
CONSTRUCTION CREW "D"
Includes supervisor, operators, and other skilled tradesmen, and all equipment; including incidental materials and tools necessary for the repair or installation of concrete, PVC, HDEP, or metal pipe at nine (9) feet or less in depth and thirty-six (36) inches to eighty-four (84) inches in diameter.
INFILTRATION DRAINAGE CREW
Includes supervisor, operators, and other skilled tradesmen, and all equipment, incidental materials, and tools necessary.
WELLPOINT SYSTEM
Includes installing and setting wellpoint, operating, and maintaining the points, headers, and pumps, supplying fuel and lubrication, monitoring discharge water, and all other related appurtenances or activities necessary for successful and complete wellpoint operation (Up to 150 points)
ASPHALT REMOVAL AND RESTORATION
Measurement of asphaltic concrete surface course for asphalt restoration will be the actual area of the surface course replaced, in accordance with the requirements of the City, FDOT Roadway and Traffic Design Standards, and any other applicable agencies, codes, and permit requirements.
DUMP TRUCK (15 – 20 CuYd)
Includes operator and fuel for the disposal of concrete, asphalt, base material, and soil

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km/ Ra
 CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
 Purchasing and Contracts Director

 President Philip Scott



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 3

DATE: August 19, 2020

TO: All Potential Bidders

SOLICITATION NO.: ITB2020-124PS

TITLE: Miscellaneous Public Works Projects

DUE DATE: Friday, August 28, 2020 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

The following questions were received from potential bidders, and the responses are provided as shown below.

Question 1: We have a question pertaining to some of the bid items:

- a. Bid Items 76A thru J Arrows and Messages – White Only, Furnish & Install, clarify if traffic paint or thermoplastic?
- b. Bid Items 80A thru H Arrows and Messages – White Only, Furnish & Install, clarify if traffic paint or thermoplastic?
- c. Bid Items 81A thru E Fire Lane and No Parking Messages – Yellow, Furnish & Install, clarify if traffic paint or thermoplastic?

Response: *They are all thermoplastic.*

Question 2: You have pay items for a few crews i.e. "A" "B" "C" etc. - where does it tell me the make-up of each type of crew you want priced?

Response: *This information was provided in Addendum No. 2, posted on August 17. As stated in the Invitation to Bid, addendums are available on Demand Star, Public Purchase, and on the City's Purchasing webpage at www.pbafll.com/purchasing.*

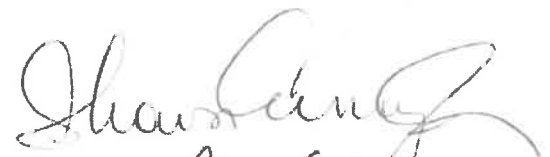
Question 3: Will mobilization be negotiated per contract released?

Response: Yes.

Question 4: Each individual contract released will require its own Payment & Performance Bond ?
Response: Yes; if applicable. This is explained in Section 1.12 of the Invitation to Bid.

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Karl Ra
CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director


President Flying Saucer



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 4

DATE: August 24, 2020

TO: All Potential Bidders

SOLICITATION NO.: ITB2020-124PS

TITLE: Miscellaneous Public Works Projects

DUE DATE: Friday, August 28, 2020 @ 3:00PM

This Addendum is and does become a part of the above-mentioned Solicitation.

The following question was received from a potential bidder, and the response is provided as shown below.

Question: Would you be able to send the previously submitted bids as well as our bid from when this bid last, believe it was 2018?

Response: *Attached is the Bid Tabulation showing all the offers received for the current contract ITB2014-031PW.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended

Km! Ra
CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

Attachment: Bid Tabulation for ITB2014-031PW

David Curry
President Relying Section

BID/OFFER SIGNATURE PAGE

By signing this document, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Bidder's Name:

Flying Scot Inc

Bidder's Principal Address:

11924 W. Forest Hill Blvd., Wellington, HI 33414

Primary Telephone Number: 561 966 0089

Email Address: Shawn@FlyingScotInc.com

Federal Employer Identification Number: 05-1070173

Signature: Shawn Cunningham
(Signature of authorized official)

Print Name: Shawn Cunningham

Title: President

Date: 8/1/2020

BY SIGNING THIS DOCUMENT, THE BIDDER AGREES TO ALL TERMS AND CONDITIONS OF THIS SOLICITATION AND THE RESULTING CONTRACT AND AGREEMENT.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER

INCORPORATION AFFIDAVIT

Solicitation No. ITB2020-124PS

State of Florida }
County of Palm Beach } SS:

I, (print name) Sharon Cunningham acknowledge that I have legal authorization to contractually bind (name of company/firm) Flying Scot Inc.. I acknowledge that in responding to this Solicitation I have read and reviewed the following documents located at www.pbgfl.com/purchasing:

1. Notification of Public Entity Crimes Law.
2. Notification of Public Records Law.
3. Drug-Free Workplace Provisions.
4. Conflict of Interest Disclosure; and
5. Non-Collusion Affidavit

I hereby swear or affirm that (name of company/firm) Flying Scot Inc. accepts all the requirements and regulations imposed by the above-referenced documents and that the above-referenced documents and all terms and conditions contained therein are incorporated into this response to the Solicitation.

I make this Affidavit under the penalty of perjury.

Signature: Sharon Cunningham

Firm Name: Flying Scot Inc.

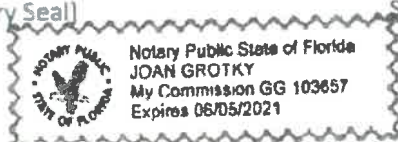
Title: President

Date: 8/4/2020

Acknowledgment

The foregoing Affidavit was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4 day of August, 2020, by Sharon Cunningham who is personally known to me or who has produced a Florida driver's license as identification.

[Notary Seal]

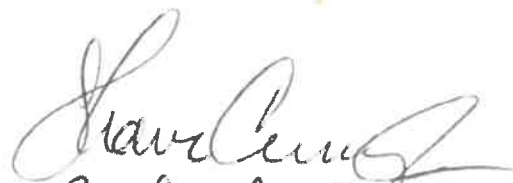


Signature: [Signature]



NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted vendors 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, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted vendors list.


Steve Cunningham
President, Flynn Scott Inc.

CITY OF PALM BEACH GARDENS

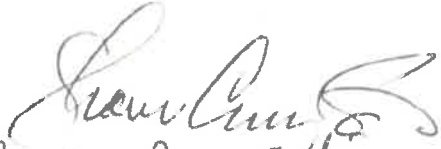
10500 N. Military Trail | Palm Beach Gardens, FL 33410-4698
www.pbgtl.com



**Notification of Public Records Law Pertaining to Public Contracts and Requests
for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City of Palm Beach Gardens' custodian of public records, Contractor shall provide the City of Palm Beach Gardens 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. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. Upon completion of the contract, Contractor shall transfer, at no cost to the City of Palm Beach Gardens, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City of Palm Beach Gardens 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 City of Palm Beach Gardens, upon request from the City of Palm Beach Gardens' custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.


President Steven A. Smith
CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698

www.pbgfl.com



DRUG-FREE WORKPLACE

The contractor/vendor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Shawn C. [Signature]
President/Managing Secretary

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698

www.pbgtl.com



CONFLICT OF INTEREST DISCLOSURE FORM

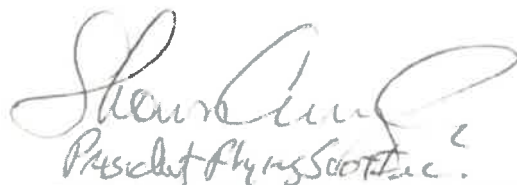
The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All vendors must disclose within their responses to the City of Palm Beach Gardens the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens (hereinafter the "City").

Furthermore, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the vendor's firm or any of its branches.

The purpose of this disclosure is to give the City the information needed to identify potential conflicts of interest for evaluation by the team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please submit to the City all information on any potential conflict of interest related to provision of the goods or services requested in this Solicitation.


Sharon King
President Flying Scotsman

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698

www.pbgtfl.com



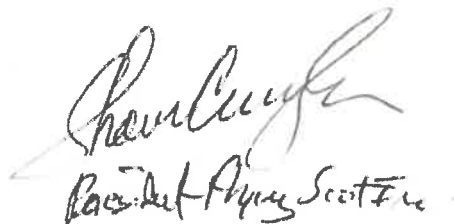
NON-COLLUSION AFFIDAVIT

The vendor swears and attests that it is fully informed respecting the preparation and contents of the attached Solicitation, and of all pertinent circumstances respecting the provision of the goods or services to the City of Palm Beach Gardens.

The offer or proposal being made is genuine and is not collusive or a sham.

Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham offer or proposal in connection with the Solicitation and contract for which the response has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other vendor, firm, or person to fix the price or prices in the attached offer or proposal or any other vendor, or to fix any overhead, profit, or cost element of the price or the price of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

The price or prices quoted in the offer or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Paul C. Scott

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgtl.com

SECTION 5 EXHIBITS AND ATTACHMENTS

5.1 EXHIBITS AND ATTACHMENTS

The following Exhibits are included as part of this Solicitation.

- i. Exhibit A, FEMA Mandatory Supplemental Clauses
- ii. Exhibit B, Section 3, Pricing Schedule (Excel file)

SOLICITATION SUMMARY

IMPORTANT NOTICE

The information you provide on this page will be read aloud at the public opening on the Due Date and time for this Solicitation. It is **very important** that the summary information you provide below is **exactly the same information** contained in the electronic version of your submittal. If subsequent to the public opening, the City determines that the information contained in the electronic version is different from the information in this Solicitation Summary, the City reserves the right to deem your offer **non-responsive**, and remove your submittal from further evaluation and consideration for award.

Bid Number: ITB2020-124PS

Title: Miscellaneous Public Works Projects

Due Date and Time: Friday, August 28, 2020 @ 3:00PM

Name of Bidder:

Flying Scot Inc

Address:

11924 W Forest Hill Blvd Wellington FL 33414

Contact Person:

Shawn Cunningham

Total Bid Amount (numbers):

\$ (See attached Pricing Schedule as an Excel File)

Authorized Signature:

Shawn Cunningham

Date:

8/4/2020

BY SIGNING AND SUBMITTING THIS SOLICITATION SUMMARY, THE BIDDER AFFIRMS THAT THE INFORMATION PROVIDED ABOVE IS AN EXACT AND CORRECT SUMMARY OF THE INFORMATION CONTAINED IN THE ELECTRONIC VERSION OF THE BIDDER'S OFFER TO THE CITY OF PALM BEACH GARDENS.

THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED ENVELOPE CONTAINING YOUR BID OFFER.



City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

FEMA
MANDATORY SUPPLEMENTAL CLAUSES
(FOR USE WITH SOLICITATIONS)

1. **FEMA GUIDELINES**

All work performed under the contract resultant from this solicitation shall be in compliance with the rules, regulations, and guidelines of the Federal Emergency Management Agency, as applicable. The Contractor must comply with the terms and conditions of the FEMA supplemental clauses which are attached to and incorporated into this solicitation.

2. **USE OF CONTRACT**

Although this contract is intended to primarily support the City's operations during non-emergency events, the City reserves the right to obtain relevant goods or services from the contractors, subject to the existing terms and conditions, for use during hurricane and disaster events or emergencies.

3. **REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this contract.

The contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. **DEFINITIONS**

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."
- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

B. **ANTI DISCRIMINATION**

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contractor office, advising the labor union or workers' representatives of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract contractor. The contractor shall take such action with respect to any

subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor contractor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. COMPLIANCE COPELAND ANTI-KICKBACK ACT

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor lower tier subcontractor with all of these Contract clauses.
- (3) Breach. A breach of the Contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

D. WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City of Palm Beach Gardens shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime subcontractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to

satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontractors. The contractor or subcontractor shall insert in any subcontract the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractor to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. CLEAN AIR ACT

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City of Palm Beach Gardens and understands and agrees that the City of Palm Beach Gardens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

F. FEDERAL WATER POLLUTION CONTROL ACT

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The contractor agrees to report each violation to the City of Palm Beach Gardens and understands and agrees that the City of Palm Beach Gardens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

G. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- (3) This certification is a material representation of fact relied upon by the City of Palm Beach Gardens. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Palm Beach Gardens, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The contractor must review and agree to the Certification Regarding Lobbying.

I. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule.
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

J. ACCESS TO RECORDS

The following access to records requirements applies to this Contract:

- (1) The contractor agrees to provide the City of Palm Beach Gardens, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

K. DISASTER RESPONSE SERVICES (DRS) SEAL, LOGO, AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.

L. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

(The remainder of this page is intentionally left blank.)

By signing this document, the contractor certifies that it satisfies all legal requirements as an entity to do business with the City of Palm Beach Gardens, including all Conflict of Interest and Code of Ethics provisions, and to be bound by the terms and conditions of the FEMA Supplemental Clauses.

Contractor's Name:

Flying Scot Inc

Contractor's Principal Address:

1124 W. Forest Hill Blvd Wellington FL 33414

Primary Telephone Number: 561 9660089

Email Address: Shawn@FlyingScotInc.com

Federal Employer Identification Number: 105-1070173

Signature: Shawn Cunningham
(Signature of authorized official)

Print Name: Shawn Cunningham

Title: President

Date: 8/4/2020



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ZAPETIS, MICHAEL E JR

FLYING SCOT INC

11924 W FORESTHILL BOULEVARD

#10A-386

WELLINGTON FL 33414

LICENSE NUMBER: CGC1506403

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

11924 West FOREST HILL BLVD
Ste 10A386
WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	ZAPETIS MICHAEL E Jr	CGC1506403	B19.618572 - 09/30/19	\$27.50	840171816

This document is valid only when receipted by the Tax Collector's Office.

FLYING SCOT INC
FLYING SCOT INC
11924 W FOREST HILL BLVD STE 10A386
WELLINGTON, FL 33414

B1 - 1266

**STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2017100739
EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

**Village of Wellington**

12300 Forest Hill Blvd., Wellington, FL 33414
(561) 791-4000 | BTR@wellingtonfl.gov

2019-2020**LOCAL BUSINESS TAX RECEIPT**

Business Name: Flying Scot, Inc
DBA: Flying Scot, Inc

Business Location: 15805 Schweizer Ct
Wellington, FL 33414

Owner: Flying Scot, Inc

License Number: BTR-003159-2019

Issued Date: 11/8/2019

Expiration Date: 9/30/2020

Sub Classification: General Contractors

Business Type(s): 23 Construction (General)

Mailing Address: 11924 Forest Hill Blvd 10A
Wellington, FL 33414

License Type: Business Tax Receipt

Classification: Construction

Lynn Barth, Master Business Tax Official

This receipt expires September 30th of each year. It is your responsibility to renew your receipt annually.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/20

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 Pettineo Insurance Agency, Inc. 2430 E Commercial Boulevard Fort Lauderdale, FL 33308		CONTACT NAME: PHONE (A/C, No, Ext): 954-493-9424 FAX (A/C, No): 954-493-8968 E-MAIL ADDRESS:		
INSURED Flying Scot, Inc. Cunningham, Shawn 11924 W Forest Hill Boulevard 10A Wellington, FL 33414		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Hudson Specialty Insurance Co.		
		INSURER B : Scottsdale Insurance Co.		
		INSURER C : Normandy Insurance Company		
		INSURER D : Navigators Insurance Company		
		INSURER E : Mercury		11201
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			HBD100130014	10/17/19	10/17/20	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$ 0
	OTHER:						
E	AUTOMOBILE LIABILITY			BA090000014500	08/26/20	08/26/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
B	☒ UMBRELLA LIAB			XBS0112374	10/17/19	10/17/20	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED	RETENTION \$	0				\$ 0
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NHFL0044552019	11/14/19	11/14/20	PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution			CH20ECPR00117NC	08/26/20	08/26/21	Limit: \$2,000,000

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

Certificate Holder is listed as Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

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

April Miller

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City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

LEGAL ADVERTISEMENT

ITB2020-124PS
MISCELLANEOUS PUBLIC WORKS PROJECTS

The City of Palm Beach Gardens is seeking offers from qualified contractors to perform miscellaneous public works and minor construction projects in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

The Invitation to Bid will be available on Sunday, August 2, 2020, at 8:00 a.m. local time on the City of Palm Beach Gardens website at www.pbgfl.com/purchasing or may be obtained from the Office of the City Clerk.

Bids must be submitted in a sealed envelope, clearly marked "ITB2020-124PS, Miscellaneous Public Works Projects", and delivered to the Office of the City Clerk at 10500 North Military Trail, Palm Beach Gardens, Florida 33410. The deadline for submission of bids is Friday, August 28, 2020, at 3:00 p.m. local time. At that time, all sealed bids will be publicly opened and read aloud at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

Late bids will not be accepted and will be returned to the sender unopened.

It is the responsibility of the bidder to ensure all relevant pages are included in its bid. All bidders are advised to carefully examine the requirements of the Invitation to Bid. Any questions regarding the completeness or substance of the requirements must be submitted in writing via email to Km! Ra, Purchasing and Contracts Director, at kmra@pbgfl.com.

The City of Palm Beach Gardens is exempt from Federal and State taxes for tangible personal property.

The City of Palm Beach Gardens reserves the right to accept or reject any or all offers, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post
Sunday, August 2, 2020



PURCHASE AWARD TRANSMITTAL

It is the policy of the City of Palm Beach Gardens to consistently purchase goods and services using full and open competition. Solicitations are advertised in a newspaper of general circulation, and copies are made available through DemandStar, Public Purchase, the City's Purchasing webpage, Vendors List, and the Office of the City Clerk. Copies of all solicitations, addenda, and award documentation are provided to the Office of the Inspector General. The following summary provides project information on the procurement action identified below.

SOLICITATION TYPE: Invitation to Bid
TITLE: Miscellaneous Public Works Projects
DATE ADVERTISED: 8/2/2020
WAS SOLICITATION OPENLY COMPETED? Yes

CONTRACT NO.: ITB2020-124PS
DEPARTMENT: Parks and Public Facilities
BIDS/PROPOSALS DUE DATE: 8/28/2020
RESPONSES RECEIVED: 13
PROJECT COST: \$10,000,000 (for 5 years)

FUNDING ACCOUNT INFORMATION:
 Funded from various account allocations in Budget.

CONTRACT TERM:	5 Years
OPTIONS TO RENEW:	None

TOTAL CONTRACT VALUE:	\$10,000,000
Ten Million Dollars	

VENDOR(S): D.S. EAKINS CONSTR. CORP.; DEEVAN; FERREIRA CONSTRUCTION; **FLYING SCOT**; HEAVY CIVIL; HINTERLAND GROUP; JW CHEATHAM; MURRAY LOGAN CONST; R&D PAVING; RANGER CONSTRUCTION; SOUTH FLORIDA BUILDING; AND WAYPOINT CONTRACTING.

BACKGROUND: Each year the City has several construction projects that must be performed to repair and/or maintain infrastructure in addition to its ongoing Capital Improvement Program. This Agreement allows the City to contract at established rates for these miscellaneous public works construction projects. The prices and rates are fixed for the five-year term of the Agreement. Examples of the types of work contemplated include sidewalk repairs, stormwater pipe installation and repairs, road construction, striping of roadways, and Capital Improvement Projects as needed.

COMMENTS: Awards are being made to primary and secondary vendors, based on the lowest price offered per item. All thirteen vendors were deemed responsive and responsible, and were assigned primary or secondary vendor status for one or more items. The vendors are well-known in the construction and infrastructure repair business, and the City has worked with them in the past on various projects.

	NAME	SIGNATURE	DATE
Community Services Administrator	David Reyes		10/23/20
City Engineer	Todd Engle		10/23/20
Purchasing & Contracts Director	Km1 Ra		10-22-2020
Finance Administrator	Allan Owens		10/22/2020
Deputy City Manager	Stephen Stepp		10-22-2020
City Attorney	R. Max Lohman		10/22/2020
LASERFICHE DATA:			
Effective Date: 10/1/2020		Expiration Date: 9/30/2025	Append to Existing: Not applicable
PROPOSED CITY COUNCIL AGENDA:		11/5/2020	

☒ APPROVED

☐ NOT APPROVED

☐ DEFERRED

CITY MANAGER OR DESIGNEE

10/26/2020
 DATE



VILLAGE OF PALM SPRINGS

PRELIMINARY CAPITAL IMPROVEMENT PROJECT DETAIL

TASK # 286

Project Name: Lakewood Gardens Park Improvements
Department: Parks & Recreation
Location: Lakewood Gardens Park

Project Manager: Justin Lucas
Date Requested: 2/27/20
Date Approved: 10/1/20

DESCRIPTION / JUSTIFICATION:

Village annexed Lakewood Gardens Park in July 2014 from Palm Beach County. The existing park amenities remain the same as when it was acquired. Staff applied for and was awarded a Land Water Conservation Fund Grant in the amount of \$400,000 (50-50 matching grant). Future amenities proposed include playground replacement, surfacing, shade, landscaping, resurface basketball court, upgrade volleyball court, picnic facility replacement, water fountain, trash cans and enhance the walking path. Survey and engineering was completed as part of LWCF Grant application. Village staff will serve as GC in order to best utilize project funding.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	6,000.00						\$ 6,000.00
Construction	394,000.00						\$ 394,000.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 400,000.00

SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY	200,000.00						\$ 200,000.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)	200,000.00						\$ 200,000.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 400,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Department Head

Village Manager



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Public Service

ITEM 6.6:

Approve Davis Road (Canal Road to 10th Avenue North) Stormwater Improvements (Stormwater Master Plan Project #7) Work Authorization CM-S01 (Task Order No. 291) - Professional Engineering Services - Public Service Department (FY 2021 Budget - Stormwater Enterprise Fund) – Chen Moore and Associates, Inc.

SUMMARY:

The Public Service Department has identified a need to add a new stormwater collection system on Davis Road, from Canal Road to 10th Avenue North, to improve the stormwater conveyance in these areas following years of flooding issues. The proposed work would include the installation of new catch basins at the intersection of Davis Road and Jamaica Drive. These would be connected by stormwater piping to existing catch basins further south on Davis road that ultimately outfall into Sago Palm Park. The project also has new catch basins and stormwater piping along Barbados Rd. and at the intersection of Davis Road and Morgans Way that will outfall into the LWDD system of Canal L-11. These stormwater improvements will also be accompanied by swale work that will improve the flooding in this area.

The proposed improvements, if approved, would include improve the functionality of the existing roadway drainage system by interconnecting existing drainage structures, re-grading and creating roadside swales, and potentially adding exfiltration trenches.

As a result, the Public Service Department is requesting approval of Work Authorization CM-S01 (Task Order #291) with Chen Moore and Associates for professional engineering services (i.e., design, bidding and construction services) related to the stormwater improvements on

Davis Road from 10th Avenue North south to the LWDD L-11 Canal. This is an area of the Village (within the Special Flood Hazard Area) that has historically flooded during a significant rain event and, if approved, would be funded utilizing the Village's Stormwater Fund.

Note: On January 10, 2019, the Council approved the Village's Stormwater Master Plan, which identified twenty-five (25) specific stormwater conveyance systems (or areas) within the Village that were in need of improvement. The Davis Road Stormwater Improvements Project (Project No. 7) was identified to address localized flooding within and around Davis Road between Canal 11 and 10th Avenue North.

Within the FY 2021 Budget - Stormwater Enterprise Fund and the Capital Improvement Plan (CIP), the Village Council approved \$163,000 to support the design and engineering phase of the proposed Davis Road Stormwater project. Additional funding to support project construction as well as proposed engineering construction services request are expected to be included within the Village's proposed FY 2022 Budget - Stormwater Enterprise Fund.

As a result, the Village Council is requested to approve Work Authorization CM-S01 (Task Order #291) to support all required professional engineering design, bidding and construction services related to the Davis Road Stormwater Improvements to be completed by Chen Moore and Associates, the Village's contracted engineering firm, in the amount of \$166,747.

The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Work to be Completed</u>	<u>Contract Amount</u>
Engineering, Design & Bidding	\$126,517
Construction Services	\$ 40,230
Total	\$166,747

Staff recommends approval of the proposed Work Authorization WG-S01 (Task Order #291) with Chen Moore in the amount of \$166,747 for professional engineering design, bidding and construction services related to the Davis Road Stormwater Improvement Project, from Canal Road to 10th Avenue North (Project No. 7). If approved, the Village would accepted Chen Moore's pricing as outlined within the previously approved General Consulting Services Continuing Contract with WGI including all terms, conditions and pricing therein. 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 Village issued a Request for Qualifications (RFQ) for professional engineering services (RFQ #2019-01 - General Consulting Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

The recommended engineer will be required to meet local, state and federal procurement funding requirements.

If approved, it is estimated that the proposed design work will take approximately seven (7) months to complete (November/December 2021) following the date the work authorization is issued to Chen Moore and Associates. Additionally, construction is estimated to take approximately six (6) months (March/April 2022) following the Notice to Proceed by the Village.

The proposed work authorization was prepared by Chen Moore and Associates and reviewed by the Assistant Public Service Director/Engineer, Assistant Village Manager, Village Attorney and Finance Director.

The Village has not worked with the proposed vendor previously for stormwater engineering services; however, staff received positive feedback from the various local municipalities (i.e., City of Riviera Beach, Town of Palm Beach and Miami Beach) that have utilized this vendor and have received excellent service and a quality product. Additionally, the Village is working with this vendor for PZ&B development review.

FISCAL IMPACT:

Funding to support the proposed work authorization (Task Order #291) is available within the FY 2021 Budget - Stormwater Enterprise Fund:

<i>Allocated/Estimated Project Funding:</i>	<i>Amount</i>
FY 2021 Approved Budget - Stormwater Enterprise Fund	\$ 163,000
FY 2022 Budget (proposed budget request) - Stormwater Enterprise Fund	\$1,110,747
Total Estimated Project Funding	\$1,273,747

<i>Expected Project Costs:</i>	<i>Amount</i>
FY 2021 Project Request/Cost - Design & Engineering - Stormwater Fund (TO #291)	\$ 126,517
FY 2022 Project Request/Cost - Construction Engineering - Stormwater Fund (TO #291)	\$ 40,230
FY 2022 Project Request/Cost - Estimated Construction Costs	\$1,107,000
Total Expected Project Costs	\$1,273,747

The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services over the term of the contract.

Note: Funding to support the construction of this project is included within the Village's FY 2021 approved 6-Year CIP and the FY 2021 Budget - Stormwater Enterprise Fund. The Village is expected to apply for a Hazard Mitigation Grant Program (HMGP) funding and possibly request funding through Congresswoman Lois Frankel's federal earmark funding program.

ATTACHMENTS:

Proposed Work Authorization - Task Order #291 - Davis Road Stormwater Improvement Project - Chen Moore and Associates

General Consulting Services Continuing Contracts - Chen Moore & Associates

FY 2021 CIP Form -Davis Road Stormwater Improvement Project

Stormwater Master Plan - Davis Road Stormwater Improvement Project



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. CM-S01 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 291 G/L CODE: 42338-56391

CHEN MOORE AND ASSOCIATES, INC. PROJECT NO.: 471.002

PROJECT TITLE: Davis Road Stormwater Improvements – Canal Road to 10th Avenue North

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 26, 2019 between the Village of Palm Springs (“VILLAGE”), and Chen Moore and Associates (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Following rainfall events, standing water conditions have been observed in the roadway, swales, yards and driveways along Davis Road and nearby roadways. The most notable example of this flooding is at the intersection of Davis Road and Jamaica Drive, but there is also a concern on Barbados Drive, Tortuga Road, Andros Road and Morgans Way.

This project will involve preparing engineering design documents for additional inlets that connect to the existing stormwater system. Additional improvements will include rehabilitating the existing swales and retrofitting or rehabilitating the existing outfalls to Lake Worth Drainage District (LWDD) L-11 Canal and the lake in Sago Palm Park to the east. The limits of the project are Jamaica Drive to the north, the L-11 Canal to the south, Barbados Drive to the west and Andros Road the east.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – DATA COLLECTION

Prior to engaging in detailed design, the CONSULTANT will perform field investigations of site conditions including detailed boundary and topographic survey, geotechnical investigations, and subsurface utility engineering. The data collection task will also include an effort by the CONSULTANT to contact existing utility owners to determine the size and location of any potential utility conflicts. The CONSULTANT will also perform an initial

site visit to examine existing conditions and determine potential conflicts.

For the boundary and topographic survey, the sub-consultant ENGENUITY will provide right of way limits, spot elevations at a 50-ft grid, location and elevation of edge of pavement for roadway, sidewalk and private driveways at regular intervals, location, size, depth and invert of sanitary and stormwater infrastructure, location and description of all above ground features, including fire hydrants, mailboxes and signs.

For the geotechnical evaluation, the subconsultant H2R will perform two (2) pavement cores and two (2) standard penetration test (SPT) borings to a depth of 10-ft. A geotechnical report will be provided that will document the findings and provide infiltration rates, recommendations for bedding and backfill, and recommendations for restoration.

For the subsurface utility engineering investigation, the subconsultant Ritzel-Mason will perform up to five (5) test holes to identify the size, material, location and depth of existing utilities as identified by the CONSULTANT for potential conflicts with the proposed stormwater infrastructure.

Once the CONSULTANT has reviewed all available record drawings and field investigation documentation, a technical memorandum will be prepared summarizing the findings of Task 1. A meeting will be held with VILLAGE staff to review the Task 1 findings and discuss any changes to the proposed improvements from the 2018 conceptual design associated with the Stormwater Master Plan.

TASK 2 – 60% DESIGN

Once Task 1 is completed, the CONSULTANT will prepare 60% design plans and related contract documents. It is assumed that for locations where new stormwater infrastructure is constructed, the 60% drawings will include plan and profile views on each sheet. For locations where the improvements are limited to swale rehabilitation, only the plan view will be shown. Below is a description of the proposed sheets for the 60% submittal.

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. PAVING, GRADING AND DRAINAGE - PLAN & PROFILE (6 sheets at 1" = 20')
5. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
6. DETAILS (3 sheets)

The 60% design submittal will also include table of contents for technical specifications and an estimate of probable construction cost. A meeting will be held with VILLAGE staff to review the 60% design deliverable and discuss revisions that may be necessary for the plans, technical specifications or cost estimate.

TASK 3 – 90% DESIGN

Once the Village Staff review of the 60% submittal is complete, the CONSULTANT will make revisions and prepare 90% design plans and related contract documents. Below is a

description of the proposed sheets for the 90% submittal.

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. PAVING, GRADING AND DRAINAGE - PLAN & PROFILE (6 sheets at 1" = 20')
5. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
6. DETAILS (3 sheets)

The 90% design submittal will also include draft technical specifications and an updated estimate of probable construction cost. A meeting will be held with VILLAGE staff to review the 90% design deliverable and discuss revisions that may be necessary to prepare the final plans, technical specifications and cost estimate.

TASK 4 – 100% DESIGN

Once the Village Staff review of the 90% submittal is complete, the CONSULTANT will prepare final 100% design plans and biddable contract documents. Below is a description of the proposed sheets for the final submittal.

1. COVER (1 sheet)
2. GENERAL NOTES (1 sheet)
3. KEY SHEET / SURVEY CONTROL (2 sheets)
4. PAVING, GRADING AND DRAINAGE - PLAN & PROFILE (6 sheets at 1" = 20')
5. PAVING, GRADING AND DRAINAGE - PLAN VIEW (6 sheets at 1" = 20')
6. DETAILS (3 sheets)

The 100% design submittal will also include revised technical specifications and an updated estimate of probable construction cost. The final submittal will include a review of the standard contract documents from the VILLAGE and a Bid Form to be used for bidding.

TASK 5 – HYDROLOGIC / HYDRAULIC MODELING AND PERMITTING

In order to support permitting efforts and to ensure pipes are sized efficiently with respect to cost and conveyance, a hydrologic and hydraulic model will be prepared using the AutoDesk Storm and Sanitary Analysis (SSA) tool. This will also allow for calculation of peak flow discharges to downstream water bodies which may be required for permitting of the proposed improvements.

Once the 60% plans have been completed a pre-application meeting will be scheduled with the LWDD to review the potential changes to the L-11 Canal outfalls. After the 90% plans have been completed, a draft permit application will be submitted to LWDD. The CONSULTANT will coordinate responses to questions from the permit reviewers and procure the permit prior to finalizing the 100% submittal.

TASK 6 – BID AND AWARD

The CONSULTANT will provide support for the Bid and Award process to the VILLAGE.

The CONSULTANT will prepare an agenda and host a Pre-Bid Meeting to introduce Contractors to the project and discuss key elements of the work. For the purposes of estimating the level of effort, the CONSULTANT will prepare up to two (2) addenda and provide responses to as many as twenty (20) bidder questions, if necessary. Once the bids are received, the CONSULTANT will provide a formal review of the bid submittals and prepare a recommendation to award letter.

TASK 7 – CONSTRUCTION SERVICES

The CONSULTANT will provide construction administration support and field inspections to facilitate the construction effort for the project. The CONSULTANT will facilitate a Pre-Construction Meeting with the selected contractor and will review up to 25 construction submittals and 10 Requests For Information (RFI). The CONSULTANT will coordinate progress meetings every two (2) weeks throughout the construction duration and will provide 10 hours a week of routine progress inspections during the field-oriented construction effort. Daily reports will be prepared to document each day of field inspection. The CONSULTANT will provide a review of each pay application from the Contractor and will facilitate the substantial and final completion walk-through. For the purposes of estimating the level of effort, it is assumed that the construction schedule will be approximately 6 months with 2 months of that time being administrative and 4 months being field work.

III. DELIVERABLES

Task 1 – Data Collection Memorandum (2 hard copies Letter/Tabloid & 1 digital copy)

Task 2 – 60% Design (2 hard copies: Plans = 11”x17” & 1 digital copy)

Task 3 – 90% Design (2 hard copies: Plans = 11”x17” & 1 digital copy)

Task 4 – 100% Design (2 hard copies: Plans = 11”x17” & 1 digital copy)

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table 1.

Table 1 Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Task 1 – Data Collection	60	60
Task 2 – 60% Design	60	120
Task 3 – 90% Design	45	165
Task 4 – 100% Design	30	195
Task 5 – Permitting	75	195
Task 6 – Bid and Award	60	255
Task 7 – Construction	180	435

* The schedule is based upon conducting a review meeting within 14 calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within 14 calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$166,747 as outlined in Table 2 and further detailed in Attachment A.

**Table 2
Budget Summary**

Description	Total
Task 1 – Data Collection	\$50,037
Task 2 – 60% Design	\$26,385
Task 3 – 90% Design	\$18,145
Task 4 – 100% Design	\$11,200
Task 5 – Hydrologic/Hydraulic Modeling and Permitting	\$17,910
Task 6 – Bid and Award	\$2,840
Task 7 – Construction Services	\$40,230
TOTAL	\$166,747

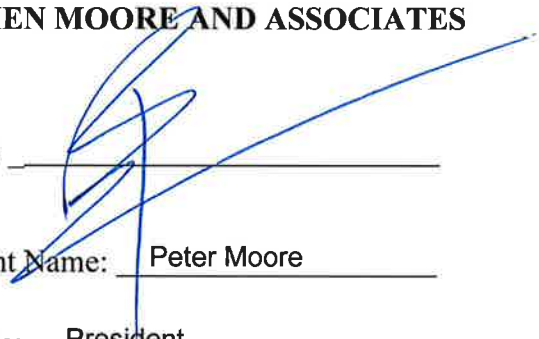
VI. ASSUMPTIONS

- *It is assumed that the VILLAGE will provide payment for the LWDD permit fees.*
- *It is assumed that since there is no change in impervious area or outfall size/type that no permitting will be required from SFWMD.*
- *It is assumed that no additional building department, right of way or other types of permits will be required.*
- *It is assumed that no water or sewer design or construction will be necessary.*
- *It is assumed that the construction duration will be 180 days with only 120 being heavy civil work that requires daily inspections.*
- *It is assumed that daily inspections will be limited to 3 hours per day by a combination of the Construction Specialist and the Project Manager.*

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated APRIL 26, 2019, by and between the Village of Palm Springs ("VILLAGE") and Chen Moore and Associates, Inc ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CHEN MOORE AND ASSOCIATES

By:  _____

Print Name: Peter Moore

Title: President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT A - FEE PROPOSAL

Village of Palm Springs - Davis Road Stormwater Improvements - Canal Road to 10th Avenue North

Chen Moore and Associates Project # P21.471.02

	Subconsultant Costs	Senior Const Spec	Senior CAD Technician	Senior Designer	Associate Engineer	Professional Staffing Project Engineer	Senior Project Manager	Project Director	Principal	Total
Hourly Rate		\$125.00	\$90.00	\$120.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00	
TASK 1 – FIELD INVESTIGATION AND COORDINATION										
1.1 Survey Collection & Coordination	\$27,612				8		2			\$28,722
1.2 Subsurface Utility Engineering & Investigation	\$2,460				12		2			\$3,970
1.3 Geotechnical Evaluation & Coordination	\$9,525				4		2			\$10,235
1.4 Site Visit					8		4			\$1,420
1.5 Field Investigation Tech Memo / Conceptual Diagram					24		12	2		\$4,620
1.6 Progress Meeting					4		2	2		\$1,070
Task 1 Total	\$39,597	\$0	\$0	\$0	\$6,000	\$0	\$3,720	\$720	\$0	\$50,037
TASK 2 – 60% DESIGN										
2.1 Cover Sheet			2		4		1			\$735
2.2 General Notes			2		8		4	1		\$1,780
2.3 Key Sheet / Survey Control			2		8		2			\$1,290
2.4 Paving, Grading and Drainage Plan/Profile (6 sheets)			16	8	36		18	6		\$9,870
2.5 Paving, Grading and Drainage Plan Only (6 sheets)			12		24		16	4		\$6,680
2.6 Details (3 sheets)			8		12		8	1		\$3,340
2.7 Technical Specifications Table of Contents					4		2			\$710
2.8 Cost Estimate					6		2			\$910
2.9 Progress Meeting					4		2	2		\$1,070
Task 2 Total	\$0	\$0	\$3,780	\$960	\$10,600	\$0	\$8,525	\$2,520	\$0	\$26,385
TASK 3 – 90% DESIGN										
3.1 Cover Sheet			1		2		1			\$445
3.2 General Notes			1		4		2	1		\$980
3.3 Key Sheet / Survey Control					2		1			\$355
3.4 Paving, Grading and Drainage Plan/Profile (6 sheets)			8	6	16		12	4		\$5,620
3.5 Paving, Grading and Drainage Plan Only (6 sheets)			6		12		8	2		\$3,340
3.6 Details (3 sheets)			4		8		4	1		\$1,960
3.7 Technical Specifications					16		12	2		\$3,820
3.8 Cost Estimate					4		1			\$555
3.9 Progress Meeting					4		2	2		\$1,070
Task 3 Total	\$0	\$0	\$1,800	\$720	\$6,800	\$0	\$6,665	\$2,160	\$0	\$18,145
TASK 4 – 100% DESIGN										
4.1 Cover Sheet					1					\$100
4.2 General Notes					2		1			\$355
4.3 Key Sheet / Survey Control					1					\$100
4.4 Paving, Grading and Drainage Plan/Profile (6 sheets)			6		8		6	2		\$2,630
4.5 Paving, Grading and Drainage Plan Only (6 sheets)			4		6		4	1		\$1,760
4.6 Details (3 sheets)			2		4		2	1		\$1,070
4.7 Technical Specifications					6		4	1		\$1,400
4.8 Cost Estimate					2		1			\$355
4.9 Bid Form Preparation and Front End Review					4		8	4		\$2,360
4.10 Progress Meeting					4		2	2		\$1,070
Task 4A Total	\$0	\$0	\$1,080	\$0	\$3,800	\$0	\$4,340	\$1,980	\$0	\$11,200
TASK 5 – HYDROLOGIC/HYDRAULIC MODELING AND PERMITTING										
5.1 Develop and Simulate H&H Model in Autodesk SSA					40		32	8		\$10,400
5.2 LWDD - Pre-Application Meeting					4		2	2		\$1,070
5.3 LWDD - Submit Application					16		12	2		\$3,820
5.4 LWDD - Respond to Questions					12		8	1		\$2,620
Task 5 Total	\$0	\$0	\$0	\$0	\$7,200	\$0	\$8,370	\$2,340	\$0	\$17,910
TASK 6 – BID AND AWARD										
6.1 Pre-Bid Meeting					4		2			\$710
6.2 Respond to Questions/Addendums					8		4			\$1,420
6.3 Bid Analysis					4		2			\$710
Task 6 Total	\$0	\$0	\$0	\$0	\$1,600	\$0	\$1,240	\$0	\$0	\$2,840
TASK 7 – CONSTRUCTION SERVICES										
7.1 Pre-Construction Meeting		2			2		4			\$1,070
7.2 Review Submittals					24		12			\$4,260
7.3 Respond to RFIs					20		10			\$3,550
7.4 Attend Progress Meetings (12)		12					24			\$5,220
7.5 Review Pay Applications (6)		12					8			\$2,740
7.6 Routine Progress Inspections		128					32			\$20,960
7.7 Substantial Completion		8					4			\$1,620
7.8 Final Completion		4					2			\$810
Task 7 Total	\$20,750	\$0	\$0	\$0	\$4,600	\$0	\$14,880	\$0	\$0	\$40,230

	Subconsultant		Professional Staffing							Total	
	Costs		Senior Const	Senior Spec	Senior CAD Technician	Senior Designer	Associate Engineer	Project Engineer	Senior Project Manager		Project Director
Hourly Rate			\$125.00	\$90.00	\$120.00	\$100.00	\$120.00	\$155.00	\$180.00	\$210.00	
			Total per Task								
TASK 1 – FIELD INVESTIGATION AND COORDINATION											\$50,037
TASK 2 – 60% DESIGN											\$26,385
TASK 3 – 90% DESIGN											\$18,145
TASK 4 – 100% DESIGN											\$11,200
TASK 5 – HYDROLOGIC/HYDRAULIC MODELING AND PERMITTING											\$17,910
TASK 6 – BID AND AWARD											\$2,840
TASK 7 – CONSTRUCTION SERVICES											\$40,230
TOTAL											\$166,747

January 20, 2021

Brent Whitfield, P.E.
Director of Water Resources Senior Engineer
Chen Moore and Associates
500 Australian Ave. South, #850
West Palm Beach, FL
(Via email: bwhitfield@chemoore.com)

**Re: Professional Surveying Services
Davis Rd, Canal Rd to 10th Ave Drainage Survey
Palm Springs, Florida
Engenuity Group Project No. 21004.01**

Dear Mr. Whitfield:

We are pleased to offer this proposal to render Professional Surveying services in connection with the above referenced project (hereinafter called the 'Project').

Engenuity Group, Inc. will prepare a Topographic Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of the project site as outlined below and as identified on the attached graphic in **red**.

- Barbados Drive from Jamaica Drive to Morgans Way (850 LF)
- Tortuga Road from Jamaica Drive to Morgans Way (850 LF)
- Davis Road from Jamaica Drive to Canal (1,200 LF)
- Andros Road from Jamaica Drive to Morgans Way (850 LF)
- Jamaica Drive from Barbados Drive to Andros Road (790 LF)
- Morgans Way from Barbados Drive to Andros Road (790 LF)

See the attached **Designated Scope of Services** for a list of items to be included on the Survey.

Total Fee: \$27,612.00

The final deliverable will be four (4) signed and sealed copies of the Topographic Survey which can be provided within forty-five (45) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,



Jennifer Malin, P. E.
Director of Surveying

Approved by,



Andre Rayman, P.S.M.
President

Authorization: Professional Surveying Services
Davis Rd, Canal Rd to 10th Ave Drainage Survey
Palm Springs, Florida
Engenuity Group Project No. 21004.01

By: _____ Date: _____
(Name & Title)

For: _____
(Name of Company)

Contract Amount: \$27,612.00

I am _____ I am not _____ The Owner of the Property

The Property Owner Is: _____

Address: _____

Email: _____

Telephone: _____

Fax: _____

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC SURVEY
NAME: DAVIS RD, CANAL RD TO 10TH AVE DRAINAGE SURVEY
ENGENUITY PROJECT NO. 21004.01 DATE: 1/20/2021

TASK:	Included in Contract (Yes/No)
Topographical Survey	
Minimum of two permanent benchmarks on site; description and elevation to nearest .01'.	Yes
Contours at 1 foot intervals; error shall not exceed one half contour interval.	No
Spot elevation at each intersection of a 50 foot square grid covering the property.	Yes
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	Yes
Plotted location of structures, man-made (e.g., paved areas) and natural features.	Yes
Location of water mains, and other utilities on the property based on as-built information supplied by utility companies and as marked in the field.	No
Location of fire hydrants available to the property.	Yes
Location and characteristics of power and communications systems above grade.	Yes
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	Yes
Name of the operating authority of each utility.	No
Elevation of water in any excavation, well or nearby body of water.	Yes
Extent of watershed onto the property.	No
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	Yes
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	No
Perimeter outline only of thickly wooded areas unless otherwise directed.	Yes
Confirm soil boring location(s).	No
Other (specify): 1. Datum will be National American Vertical Datum 1988 (NAVD 88) 2. SUE locates are not a part of this survey 3. Survey will be from right-of-way to right-of-way plus 10 feet. 4. Finished floor elevations of the building and garages will be obtained.	

Graphic





January 17, 2021

Brent Whitfield, PE
Chen Moore and Associates
500 S. Australian Avenue #850
West Palm Beach, Florida 33401

Ritzel-Mason, Inc.

5119 Beechwood Road
Delray Beach, FL 33484

Phone: 786.472.0358

www.ritzel-mason.com

Subject: Fee Proposal for Utility Investigation Services

Project: Village of Palm Springs – Drainage Design

Dear Mr. Whitfield:

Ritzel-Mason appreciates the opportunity to prepare this fee proposal for providing subsurface utility engineering (SUE) services on the above referenced project. Ritzel-Mason is registered and licensed in the state of Florida. This letter will serve as our official scope of services and is accompanied by the included fee estimate. The combination of our resources and experience will provide Chen Moore and Associates (the Client) with the confidence that Ritzel-Mason is the right choice to complete the project on time and on budget. Ritzel-Mason has been requested by the Client to provide utility designating and locating services to verify the horizontal and vertical positions of existing utilities.

Project Limits: The limits of our investigation will include five (5) test holes in various neighborhood streets within the Village of Palm Springs, Florida.

Scope of Services: Ritzel-Mason will complete a SUE investigation in general accordance with ASCE Standard 38-02: Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. Ritzel-Mason will search for the existence and approximate location of subsurface utilities within the project limits except those listed under Exclusions below. The specific work includes:

- A. Records Research through customary means:
 - a. Identify utilities anticipated to exist in the project limits.
 - b. Document responses and compile record information.
- B. Field Investigation using appropriate surface geophysical techniques:
 - a. Documented conductive utilities – designate with the objective of achieving Quality Level B for conductive utilities. Where not possible, lower Quality Levels will be established. Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.

- b. Documented non-conductive utilities – investigate with the objective of achieving Quality Level C. Where not possible, depict at Quality Level D.
 - c. Undocumented utilities – are those utilities that may exist in the project area that have not been previously identified, are not discovered during records research, and for which there is no prior knowledge. Ritzel will use our standard search protocol in an attempt to determine the existence and approximate location of undocumented utilities; however, this work cannot guarantee that all utilities will be found and depicted.
- C. Quality Level exceptions – the following utilities will be investigated with the objective of achieving the specific Quality Level stated:
 - a. Gravity sanitary sewers – Quality Level C.
 - b. Non-conductive utilities with ready access allowing sonde, metal tape or detection rod insertion and tracking – Quality Level B.
 - c. Subaqueous crossings – Quality Level D.
- D. Exclusions – the following utilities and/or components will not be investigated:
 - a. Storm sewers and drains.
 - b. Utility vault or manhole interiors
 - c. Service lines
 - d. Traffic control loops
 - e. Street light and signage wiring
 - f. Irrigation lines
 - g. Cathodic protection
 - h. Thrust blocks.
 - i. Septic systems.
 - j. Underground storage tanks, piping and wiring.
 - k. Overhead utilities
- E. Vacuum Excavation – Test holes
 - a. Ritzel-Mason proposes to use vacuum excavation equipment to perform **5 test holes** at locations as directed by the client. Vacuum excavation methods will enable Ritzel-Mason to visualize the utility in question for a high degree of certainty. Ritzel-Mason will make every effort to vacuum excavate to a depth of eight (8) feet using high pressure air methods. However, vacuum excavation will cease when these methods are unable to progress below refusal, such as bedrock or flowable fill. Ritzel-Mason will not employ destructive methods, such as jackhammers or chipping hammers, to break up bedrock or other refusal within a test hole due the high risk of damage to buried utilities and safety risk to employees. Utilities deeper than 8 feet may not be found.
 - b. At the completion of each excavation Ritzel-Mason will place an iron rod and cap or a nail and disk at the test hole location and further identify the test hole location with paint marks on the ground surface. We will backfill with native material and compact the soil in 6"-12" lifts as well as provide a permanent restoration of the pavement or ground surface within the limits of the original excavation. We will record maximum depth of the test hole as well as vertical depth of any utility encountered. If

a utility is encountered, we will also provide utility type, size, shape, material and orientation to the extent we are able to ascertain this information

- c. Ritzel-Mason will notify Sunshine 811 2 full business days in advance of excavation. Ritzel-Mason will mark the conductive utilities by inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar (GPR).
- d. Due to mobilization costs a minimum of 4 test holes can be requested or mobilization costs will be charged.
- e. Ritzel-Mason cannot provide vacuum excavation in areas where obstructions, such as unmovable vehicles or storage exist.

Survey: Ritzel-Mason will provide a **Specific Purpose Survey** to include the following:

The survey will be exclusively focused on providing utilities found during the utility designating and vacuum excavation processes by Ritzel-Mason. Horizontal coordinates will be based on the North American Datum of 1983 (NAD83), adjustment 2011 based on the Trimble VRS, State Plane Coordinate System Florida East (0901), unless otherwise directed by the Client. Total station methods will be utilized in areas that GPS signals are obstructed. Excavated utilities' vertical data will be based on North American Vertical Datum 1988 (NAVD88), unless otherwise directed by the Client.

Basis and Assumptions: Unless specifically stated otherwise in the Scope of Services, this proposal is conditioned on the following. Differences may result in necessary changes to the proposed scope and fee.

- Ritzel-Mason will have ready access to the project area. Construction or clearing activities required for access to perform field services are not included.
- Standard Maintenance of Traffic (MOT), lane closure and flagman MOT is included. Extraordinary MOT such as crash trucks, off-duty police officer and other efforts deemed atypical are not included.
- Field work can be completed within normally accepted business hours and without the need for overnight or weekend work.
- Possible delays due to weather conditions will be discussed with the client and may affect schedule. Hazardous material, if encountered, will immediately stop work and Ritzel-Mason will not be responsible for any disposal.
- Confined space entry is excluded.
- Entry onto private property beyond incidental, or where prohibited, is not included.
- Entry into buildings is not included.
- Permits are not included but can be requested if needed.

Client Responsibilities:

- Participate in permit applications as needed.
- Provide all available records depicting owned utilities in the project area.
- Assist Ritzel-Mason as able in obtaining records of utilities in the project area owned by others.
- Provide or facilitate access to project area for field investigations.



Deliverables:

- Paint marks and flags will depict the approximate horizontal position of underground utilities detected
- Test data sheet reports
- DWG and PDF Specific Purpose Survey

Schedule:

We propose to mobilize for this work 5 business days from receipt of this proposal duly signed and barring any unforeseen condition.

Fees:

Utility Designating Services as described above for a lump sum fee of **\$375**. Designating will be performed only at the proposed test hole location prior to excavation.

Vacuum Excavation Services as described above for a not-to-exceed fee of **\$1,695** for a maximum of 5 test holes (\$339 each).

Specific Purpose Survey CADD Services as described above for a lump sum fee of **\$390**.

Invoices: All invoices are due and **payable in full 30 days of Chen Moore and Associates receiving payment from their Client**. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. CAD file (if part of deliverables) will not be released until invoice is paid in full. If payment is not received within 35 days of the invoice date, a late charge may be added to the invoice in an amount not to exceed 1½ percent per month on the outstanding balance. If payment is not received within 60 days of the invoice date, Surveyor may terminate this agreement or suspend work under the agreement until payments have been made in full. The undersigned agrees to pay reasonable attorney fees up to 50% and all costs and expenses incurred by Ritzel-Mason in the collection of any past due obligation of the undersigned pursuant hereto.

Basis: The fees listed above are based on Ritzel-Mason's crews being able to work during the hours of 7:00am to 6:00pm and being granted access to the site. Nighttime or weekend work may incur additional fees. Nighttime work shall be any time outside of regular work hours being 7:00am to 6:00pm. Ritzel-Mason is equipped to supply minor MOT services. The client will be responsible for providing major MOT assistance, such as lane or runway closures. Ritzel-Mason's field crews and equipment are not equipped or prepared to work in any area that possibly are, or may have been, contaminated with hazardous materials at any time. Any fee or permit requested in order to perform the work will be submitted to the client at cost.

Village of Palm Springs – Drainage Design

January 17, 2021



Again, we appreciate the opportunity to provide our surveying services for Chen Moore and Associates. Please call me directly at 786.472.0358, if you have any questions or comments. We look forward to beginning work on this project upon receiving your authorization to proceed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dennis Ritzel".

Dennis Ritzel, PSM
Director of Business Operations
786.472.0358

Email: dennis@ritzel-mason.com

Date Accepted:	
Company:	
Signature:	
Title:	



January 20, 2020
January 25, 2021 revised

Chen Moore and Associates
500 Australian Ave. South, #850
West Palm Beach, Florida 33401
(561) 746-6900

Attention: Mr. Brent Whitfield, P.E.
bwhitfield@chenmoore.com

Subject: Proposal – Geotechnical Services
Drainage and Pavement Improvements – Village of Palm Springs
Palm Springs, FL
H2R Proposal No: 210119.012

Dear Mr. Whitfield:

H2R Corp. (H2R) appreciates the opportunity to submit this proposal to provide Geotechnical Services for the subject project. This proposal is based on the information provided to us during the email conversation and our understanding of the project. The proposal has been revised to include the exfiltration tests in the scope of services. The sections below summarize the approach and the scope of services that H2R will provide.

SCOPE OF SERVICES

Drilling and Coring

H2R will perform the following tasks:

- Two (2) pavement cores with base depth check. One at the intersection of Davis Rd and Jamaica Dr and one at midway Barbados Dr.
- Two (2) 10-foot standard penetration test (SPT) borings (same location as pavement cores). SPT borings will be performed in general accordance with ASTM D1586, at continuous sampling from 0 to 10 feet.
- Two (2) exfiltration test after completion of SPT, on the same hole.
- Close the holes using the approved methods. It is understood that there are no site restrictions for these activities.

- Patch the pavement using cold asphalt patch.
- Transport the collected soil samples to our Pompano Beach based facility for further laboratory testing.
- Utility location – see more details in Site Access section
- Obtain the necessary permits necessary for the field work.
- Coordinate with third party for the maintenance of traffic.

Laboratory testing

H2R will perform the following laboratory tests on the collected samples for classification of the soil and further engineering analysis:

- Particle Size Analysis (AASHTO T 88) (No Hydrometer)
- Materials Finer than 200 Sieve (FM 1-T011)
- If necessary, the following tests will also be performed on the selected soil samples:
 - Plastic Limit & Plasticity Index (AASHTO T 90)
 - Liquid Limit (AASHTO T 89)
 - Organic Content (FM 1 T-267)

Report

H2R will provide an electronic copy of geotechnical report signed and sealed by the professional engineer registered in the State of Florida. The geotechnical report will include:

- Summary of the geotechnical subsurface exploration.
- Site vicinity map and site plan with boring locations.
- Description of field and laboratory services.
- Result of the field and laboratory tests.
- Result of the exfiltration tests.
- Boring logs for the SPT borings.
- Pavement evaluation report
- Recommendations for site preparation.

Site Access

Items to be provided by the client include the exploration and an awareness and/or location of any subsurface utilities existing in the area. Also, if there are any other restrictions or special requirements regarding this site or exploration, these should also be known prior to our commencing fieldwork. We will contact Sunshine State One-Call of Florida (SSOCOF) regarding location of utility lines at the project site. H2R will be responsible to the extent that we will not drill in an area where utilities have been properly located and marked. H2R is not responsible to the extent of any loss, damage, or injury caused by the failure to locate a utility properly or inaccurate and/or incomplete information provided by others.

COMPENSATION

H2R proposes to provide the scope of work outlined above for an estimated fee of **\$9,525.13**. The total will not exceed this amount without prior authorization from the client. The detailed breakdown of the cost is attached with this proposal.

Services are anticipated to be initiated upon receipt of a written notice to proceed with field work to commence as soon as the utility locate ticket is processed. The geotechnical report will be provided within two weeks of completion of field work.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

In Gratitude,

H2R CORP



Roshan Poudel, P.E.
Staff Geotechnical Engineer



Yves-Stanley Delmas, P.E.
Geotechnical Engineer

Exhibit A - Cost Proposal

CODE	ITEMS	Unit Price	Unit	Quantity	Total
-	Subsurface Exploration <i>Includes two (2) 10-foot borings, two (2) pavement cores, the rig, 2-man crew, support truck, water trailer, all consumables, etc.</i>	-	LS	-	\$2,200.00
-	Project management, Site recon, Utility clearance, and Mobilization	-	LS	-	\$1,200.00
-	Geotechnical and Pavement Evaluation Report	-	LS	-	\$2,500.00
-	Exfiltration Test	\$600.00	Each	2	\$1,200.00
	Sub-Total				\$7,100.00
	SOILS LABORATORY TESTING				
812	Soils Materials Finer than 200 Sieve (FM 1-T011)	\$48.51	Test	4	\$194.05
822	Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	\$74.91	Test	2	\$149.83
811	Soils Liquid Limit (AASHTO T 89) *	\$62.50	Test	1	\$62.50
826	Soils Plastic Limit & Plasticity Index (AASHTO T 90) *	\$56.25	Test	1	\$56.25
819	Soils Organic Content Ignition (FM 1 T-267) *	\$62.50	Test	1	\$62.50
	Sub-Total				\$525.13
	THIRD PARTY**				
	County permit fee	\$500.00	Each	1	\$500.00
	Maintenance of traffic	\$1,400.00	Each	1	\$1,400.00
	Sub-Total				\$1,900.00
	Total				\$9,525.13

*if necessary

**estimated, actual amount will vary and billed accordingly



Village of Palm Springs

PUBLIC SERVICE DEPARTMENT MEMORANDUM

TO: Rich Reade

FROM: Matthew Hammond 

CC: Justin Lucas, Kim Glas-Castro, Chad Girard

RE: General Services Agreement – Chen-Moore

DATE: April 18, 2019

Please find the partially executed *Agreement for Professional Services* pursuant to Request for Qualifications (RFQ) 2019R-001 for Chen-Moore & Associates, Inc. for your signature. The fee schedule and terms have been negotiated with the Consultant in coordination with the Parks & Recreation and Planning, Zoning & Building Departments. There are no material changes to the agreement template provided in the RFQ and presented to the Council at the February 14, 2019 Council Meeting. In accordance with the Council action at this meeting, the Village Manager has been provided authorization to approve and execute each of the Agreements once negotiations have been completed.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 21st day of April, 2019, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Chen Moore & Associates, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. SCOPE OF WORK; TERM; AND COMPENSATION

The Village has awarded the Consultant the non-exclusive right to provide the City with professional services ("services").

The scope of work for each project shall be as set forth in in each Work Authorization and incorporated herein and shall set forth the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

This non-exclusive Agreement does not guarantee that the Village will utilize Consultant in any capacity or for any services identified herein. When the Village identifies a need for the Consultant's services, the Village will request a proposal from the Consultant to provide the services requested. The Consultant's proposal shall be submitted in the format of the sample Work Authorization, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the Consultant's fee schedule agreed to by the Village, attached hereto and incorporated herein as **Exhibit "B"**. If a subconsultant(s) is to be utilized for services under a Work Authorization, the Consultant shall obtain a written proposal from the subconsultant(s) and attach the same to the Consultant's proposal submitted to the Village. Upon receipt of the Consultant's proposal, the Village shall decide in its sole discretion whether to award the Work Authorization to the

Consultant. If the Work Authorization is awarded to the Consultant, the Consultant shall commence the identified services upon receipt of a Notice to Proceed from the Village or upon the Consultant's receipt of a Purchase Order for the services. The Village reserves the right to reject any and all proposals submitted by the Consultant.

This non-exclusive Agreement shall become effective upon approval by the Village Council and execution by the Mayor and shall have an initial term of five (5) years with three (3) optional one (1) year renewals. The Village Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the Village.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the Consultant to the Village will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the Consultant to work with the Village and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the requirements of this Agreement.
- C. The Consultant designates Brent Whitfield, as its representative to act as liaison with the Village. The representative shall manage and coordinate Village projects and is hereby authorized to act on behalf of the Consultant on any other related matter with respect to performance of services for the Village in accordance with the Agreement. Any change to name another person shall be requested in writing to the Village and shall be approved by the Village.
- D. Consultant shall attend all meetings, as specified or as defined in this Agreement.

III. TIME OF PERFORMANCE

- A. The Consultant will begin work promptly after the issuance of a Work Authorization.
- B. The Consultant's services called for under the Agreement shall be completed in accordance with the schedule contained in each Work Authorization. If the Consultant's services are unreasonably delayed by the Village in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the Village within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

IV. COMPENSATION

The Village will compensate the Consultant for the services performed and not to exceed the hourly rate provided in **Exhibit "B"** and the budget in each Work Authorization.

- A. Lump Sum Work Authorizations: The Village shall pay the Consultant the lump sum, not to exceed amount(s) set forth in an approved Work Authorization. The Consultant expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved Work Authorization shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Village unless approved by written amendment to the Work Authorization by the Village Manager or Village Council (depending on the Village's required level of approval for such additional costs). In no case shall the Consultant bill the Village for any amount not stated in an approved Work Authorization or written amendment thereto.
- B. Reimbursable Expenses: The Consultant's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved Work Authorization or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. Consultant shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.
- C. Direct Project Expenses: Unless otherwise specifically stated in an approved Work Authorization, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the Consultant or its subconsultants or its subcontractors, and the use of the Consultant's and employee's automobiles shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Village and the Consultant shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**
- D. Additional Services: If the Village seeks to utilize the Consultant for any additional services related to the services identified herein, the Village and Consultant will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Village in the form of a Work Authorization prior to said services being provided.

V. PAYMENT

The Village agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the Village's representative. The Consultant shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report of work shall be

submitted in the format of the sample Monthly Project Status Update, attached hereto and incorporated herein as **Exhibit "C"**. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

The Consultant shall pay all applicable sales taxes; or the Village shall provide to the Consultant the tax exemption information, where and if appropriate.

In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Village. The Consultant will be paid for all services rendered through the date of termination

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings and CADD disks in a format compatible with Village's Computer system shall be given to the Village. Details, design calculations, and all other documents and plans that result from the Consultant's services under this Agreement shall become and remain the property of the Village, including copyright rights, whether the project is completed or not, and will be delivered to the Village upon demand. Consultant reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the Consultant will furnish copies to the Village upon request.

B. Copies of Documents:

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the Village's processes, as well as other governmental authorities. Any use by the Village of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the Village's sole risk, and the Consultant shall have no responsibility or liability therefore.

C. Insurance:

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

- a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:
 - a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - d. Broad Form Property Damage
 - e. Contractual Coverage applicable to this specific Agreement.
 - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00.

Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional

insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction.
7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 15 hours of services related to litigation or dispute resolution. Any such services in excess of 15 hours shall be an extra service.

E. Assignment:

The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

F. Confidential Information:

During all times that the Consultant is employed on behalf of the Village and at all times subsequent to the date of this contract, all discussions between the Village and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the Village not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the Village, unless mandated by order of the court.

G. Subconsultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the Village.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

VILLAGE of Palm Springs

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

CONSULTANT

Chen Moore & Associates, Inc.
500 West Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309

I. Request for Qualifications:

The Request for Qualifications (RFQ) is hereby incorporated within and made an integral part of this Agreement.

J. Records:

Records of all expenses relative to each task shall be kept on a generally recognized accounting basis and shall be available to the Village or its authorized representative at mutually convenient times.

K. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

L. Equal Opportunity Employment:

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

M. Prohibition against Contingent Fees:

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

N. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The Village shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the Consultant. The Consultant agrees to provide all documents to the Village. Further, prior to the Consultant's destruction of any of the above referenced documents, the Village shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the Village in order to provide for a smooth transition period.

O. Indemnification:

The Consultant agrees to indemnify and hold harmless the Village, its council members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

Neither the Consultant nor the Village nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

P. Interest of the Consultant:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

Q. Compliance with Laws:

The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

R. Jurisdiction; Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Springs County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Springs County.

S. Internal Dispute between Owner and Consultant:

The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

T. Entire Agreement and Conflicts:

This Agreement, including the RFQ, Consultant's response to the RFQ and any exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral.

This Agreement consists of the terms and conditions provided herein and Exhibits; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein, if any); and Consultant's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the Consultant's response to the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

In the event Community Development Block Grant (CDBG) funds are used for a project, the requirements of the CDBG Agreement with Palm Beach County shall apply and in the event of any conflict, the CDBG Agreement shall be first in order of precedence. The Consultant shall abide by all requirements and obligations imposed on the Village (or as otherwise identified) under the CDBG Agreement. This includes all requirements stated in the Requirements for Federally Funded Projects (a copy of which is attached hereto as **Exhibit "D"**). If the CDBG Agreement is terminated for any reason, this Agreement and the Agreement Documents will also be terminated unless agreed in writing by the Village and Consultant to be extended.

U. Palm Beach County Inspector General:

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.

V. Public Records:

Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

THE REST OF THE PAGE IS LEFT BLANK

EXHIBIT A



VILLAGE OF PALM SPRINGS CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. _____ G/L CODE: _____

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated **DATE** between the Village of Palm Springs ("VILLAGE"), and **CONSULTANT NAME** ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Brief description of project...

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – NAME

Scope details...

TASK 2 – NAME

Scope details...

Subtask 2.1 - Name

Scope details...

TASK 3 – NAME

Scope details...

III. DELIVERABLES

Deliverables for each task including quantities and formats...

WORK AUTHORIZATION NO. _____

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

**Table X
Schedule**

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Activity 1		
Activity 2*		
Activity 3*		
Activity 4		

* The schedule is based upon conducting a review meeting within X calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within X calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$X,XXX.XX as outlined in Table [X] and further detailed in Attachment [X].

**Table X
Budget Summary**

<u>Description</u>	<u>Total</u>
TOTAL	

VI. ASSUMPTIONS

Assumptions, items not included, etc...

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated **MONTH DAY**, 2018, by and between the Village of Palm Springs ("VILLAGE") and **CONSULTANT NAME** ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CONSULTANT NAME

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

[Signature]
Village Clerk



VILLAGE OF PALM SPRINGS
By: [Signature]
Mayor

Approved as to Form:

[Signature]
Village Attorney

WITNESSES:

[Signature]
Melissa Dannelly
(Name Printed or Typed)

[Signature]
Megan Schmidt
(Name Printed or Typed)

[Signature]
By: Peter Moore
President & CEO

State of Florida
County of Palm Springs

BEFORE ME, the foregoing instrument, this 16th day of April, 2019, was acknowledged by Peter Moore, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 16th day of April, 2019

[Signature]
Notary Public
My Commission Expires: 01/24/2022

(SEAL)

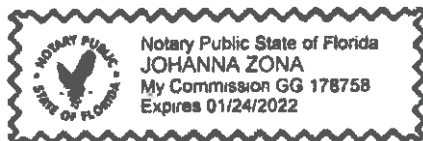


EXHIBIT B



2019 Labor Rate Schedule for Village of Palm Springs

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$210.00
Project Director	\$180.00
Senior Project Manager	\$155.00
Project Manager	\$145.00
Senior Engineer	\$135.00
Project Engineer	\$120.00
Associate Engineer	\$100.00
Engineer	\$90.00
Senior Landscape Architect	\$150.00
Project Landscape Architect	\$120.00
Associate Landscape Architect	\$90.00
Senior Designer	\$120.00
Designer	\$90.00
Senior Technician	\$85.00
Technician	\$75.00
Senior Construction Specialist	\$125.00
Construction Specialist	\$85.00
Clerical	\$60.00
Engineering Intern	\$50.00

EXHIBIT B



LABOR CATEGORY DESCRIPTIONS

Principal

Description: Leads strategic planning for corporate departments such as engineering, production, marketing, public relations and legal. Provides senior level QA/QC for technical products. Oversees the activities of all branch offices and sites and encourages cooperation among branch offices.

Minimum Experience Level: 20 years; Undergraduate degree in Engineering. Registered Professional Engineer.

Project Director

Description: At project initiation, establishes project teams and assignments. Work with senior project managers to avoid or eliminate conflicts in schedule due to changes in various projects. Understands the strengths and areas needing improvement for assigned project staff. Manages, supports, and evaluates coordination and support staff for individual projects.

Minimum Experience Level: 15 years; Undergraduate degree in Engineering. Registered Professional Engineer.

Senior Project Manager

Description: Completes project initiation documents which include detailed work scope/outline, budget, and schedule for completion. With assigned project team, ensures that all steps and procedures are taken according to company policies and procedures, and that all work is completed as planned and scheduled. Keep the project status reporting system current. Ensures that the review process and other quality control guidelines are followed, and that final reports and presentations are completed.

Minimum Experience Level: 10 years; Bachelor's degree in Engineering or a related field. Registered Professional Engineer or Registered Landscape Architect

Project Manager

Description: Completes project initiation documents which include detailed work scope/outline, budget, and schedule for completion. With assigned project team, ensures that all steps and procedures are taken according to company policies and procedures, and that all work is completed as planned and scheduled. Keep the project status reporting system current. Ensures that the review process and other quality control guidelines are followed, and that final reports and presentations are completed.

Minimum Experience Level: 8 years; Bachelor's degree in Engineering or a related field. Registered Professional Engineer or Registered Landscape Architect

Senior Engineer

EXHIBIT B

Description: Performs and directs others in collecting and/or assembling complex project data. Performs and directs project design. This includes tasks such as performing engineering calculations, using computer design software and referencing appropriate engineering procedures and design manuals. Performs and/or directs the preparation of complex project documents including specifications and bid documents such as writing new specifications for standard and non-standard items, making judgmental decisions on methods of measurement and payment, modifying standard specifications, and recognizing voids and overlaps. Prepares reports, studies and proposals. Performs and directs project documentation. Performs and directs shop drawings reviews for compliance with bid documents.

Minimum Experience Level: 5 years; Bachelor's degree in Engineering or a related field. Registered Professional Engineer

Project Engineer

Description: Develop reports, plans, specifications, and inspection reports as needed on assigned tasks. Is technically involved in the resolution of design problems that may include performing field investigation or inspections, detailed design work, and detailed checking of design computations done by others, or general coordination of specific design aspects into a project. May occasionally supervise and schedule work of other team members. Work closely with other disciplines on multi-discipline projects.

Minimum Experience Level: 2 years; Bachelor's degree in Engineering; E.I. required.

Associate Engineer

Description: Assists in the development of reports, plans, specifications, and inspection reports as needed on assigned task. Is technically involved in the resolution of design problems that may include performing field investigation or inspections, detailed design work, and performing design computations. This includes using computer design software such as AutoCAD or ArcGIS.

Minimum Experience Level: Bachelor's degree in Engineering; E.I. required.

Engineer

Description: Assists in the development of reports, plans, specifications, and inspection reports as needed on assigned task per the direction of senior engineering staff. This includes using computer design software such as AutoCAD or ArcGIS.

Minimum Experience Level: Bachelor's degree in Engineering

Senior Landscape Architect

Description: Performs and directs others in designing landscape related features. This includes tasks such as performing calculations, using computer design software and referencing appropriate codes and standards. Performs and/or directs the preparation of complex project documents including specifications and bid documents such as writing new specifications for standard and non-standard items, making judgmental decisions on methods of measurement and payment, modifying standard specifications, and recognizing voids and overlaps. Prepares reports, studies and proposals. Performs

EXHIBIT B

and directs project documentation. Performs and directs shop drawings reviews for compliance with bid documents.

Minimum Experience Level: 10 years; Bachelor's degree in Landscape Architecture or a related field; Registered Landscape Architect.

Project Landscape Architect

Description: Develop reports, plans, specifications, and inspection reports as needed on assigned tasks. Is technically involved in the resolution of design problems that may include performing field investigation or inspections, detailed design work, and detailed checking of design computations done by others, or general coordination of specific design aspects into a project. May occasionally supervise and schedule work of other team members. Work closely with other disciplines on multi-discipline projects.

Minimum Experience Level: 5 years; Bachelor's degree in Landscape Architecture or a related field; Registered Landscape Architect.

Associate Landscape Architect

Description: Assists in the development of reports, plans, specifications, and inspection reports as needed on assigned task. Is technically involved in the resolution of design problems that may include performing field investigation or inspections, detailed design work, and performing design computations. This includes using computer design software such as AutoCAD or ArcGIS.

Minimum Experience Level: Bachelor's degree in Landscape Architecture or a related field.

Senior Designer

Description: Prepares, or assists in the preparation of: engineering documents, details, schedules, permits, or reports as assigned. Knowledge and proficiency in the production of reports, drawings, graphs, charts, exhibits and other project documents; knowledge and proficiency in working with reference materials, government agencies and utility companies. Knowledge of design criteria, related codes and proficiency in the use of AutoCAD, Civil3D, ArcGIS and other design related software products for production of plans.

Minimum Experience Level: 10 years; High school diploma or equivalent.

Designer

Description: Prepares, or assists in the preparation of: engineering documents, details, schedules, permits, or reports as assigned. Knowledge of design criteria, related codes and proficiency in the use of AutoCAD, Civil3D, ArcGIS and other design related software products for production of plans.

Minimum Experience Level: 5 years; High school diploma or equivalent.

Senior Technician

Description: Proficiency with producing engineering related documents and modeling of related infrastructure facilities using AutoCAD or similar computer assisted design software. Skills include 3D modeling of existing and proposed site grading, modeling of above ground and underground

EXHIBIT B

infrastructure features to determine potential design conflicts or concerns. Knowledge and proficiency in working with municipal codes, FDOT standards, design criteria, reference materials, government agencies and utility companies.

Minimum Experience Level: 5 years; High school diploma or equivalent.

Technician

Description: Prepares, or assists in the preparation of: engineering documents, details, schedules, permits, or reports as assigned. Proficiency in the use of AutoCAD or other design related software products for production of plans.

Minimum Experience Level: High school diploma or equivalent.

Senior Construction Specialist

Description: Provide overall administrative and technical direction for projects. May direct several small and/or medium size projects through subordinate managers under the supervision of Project Manager. Oversee total construction effort to ensure project is constructed in accordance with design, budget and schedule. Includes interfacing with client representatives, A/E representatives, contractor, subcontractors, security, etc. Review all project change requests, pay applications and related requests under supervision of Project Manager. Insures official project log and documentation files are maintained. Insures all safety standards and practices are adhered to at all times.

Minimum Experience Level: Four-year engineering degree and 5-years of experience in similar type facility construction or two-year associate degree plus 10 years similar type facility construction.

Construction Specialist

Description: Coordinates with client representatives, A/E representatives, contractor, subcontractors, security, etc. Supports review of all project change requests, pay applications and related requests. Maintains official project log and documentation files. Insures all safety standards and practices are adhered to at all times.

Minimum Experience Level: High school diploma or equivalent; 2-years of experience in similar type facility construction.

Clerical

Description: Provides administrative support for project related documentation. Prepares correspondence, transmittal packages and other official project communication. Coordinates reproduction needs for project documents.

Minimum Experience Level: High school diploma or equivalent

Engineering Intern

Description: Performs a variety of routine tasks which are intended to provide experience and interaction with other staff, methods, practices, programs and the culture of the organization. Prepares or assists in the preparation of: engineering documents, details, schedules, permits, or reports as assigned.

EXHIBIT B

Minimum Experience Level: Pursuing a degree in engineering, landscape architecture or related field



EXHIBIT C

Monthly Project Status Update

Reporting Period: **MONTH**

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

Task No.	Description	Budget	Invoiced to Date	Percent Spent
1		\$0	\$0	#DIV/0!
2		\$0	\$0	#DIV/0!
3		\$0	\$0	#DIV/0!
4		\$0	\$0	#DIV/0!
Total		\$0	\$0	#DIV/0!

Change Orders:

Schedule

Notice to Proceed: **MM/DD/YYYY**

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

Additional Comments Not Reflected Above (e.g., Major Issues, Scope Changes, Regulatory Concerns, etc.)

EXHIBIT D

PALM BEACH COUNTY

DEPARTMENT OF ECONOMIC SUSTAINABILITY

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

CONSULTANTS

PROJECT NAME:	
----------------------	--

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this solicitation, the requirements contained herein shall govern.

Note: This document must be included in the bid documents for this project, and it must be made part of the contract/subcontracts for the project.

1. **General Requirements:**

The following requirements are attached:

- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause

2. **Forms to be completed and submitted by all bidders with their bids:**

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of Consultant
- Certification of Non-segregated Facilities

3. **Form for the successful bidder for use by subcontractors after contract award:**

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. **Report to be submitted to County by the successful bidder after contract award:**

- Contract Award Report to be submitted as follows:
 - With the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - With the final payment request

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE
ORDER 11246

During the performance of this contract, the consultant/contractor agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The consultant will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The consultant agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The consultant will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

NON-COLLUSION AFFIDAVIT OF CONSULTANT

**State of Florida
County of Palm Beach**

BEFORE ME, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is _____ of _____
the Consultant that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 20__ by
_____, who is personally known to me or who has produced
_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, _____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the consultant that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or awarded in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF CONSULTANT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:
(1) He/she is the _____ of _____, hereinafter referred to as the "Consultant"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract;

(3) The Consultant nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract;

(4) The Consultant acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action;

(5) The Consultant acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Consultant acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "Consultant" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Contract, its contract with the "Consultant" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its actions.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Consultant certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address:

Signature

Name and Title

Date

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

Sub-Consultants

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

By: _____
Name and Title

Signature

Date

CONTRACT AWARD REPORT

SAMPLE

Project Name:		Report Date:	
----------------------	--	---------------------	--

Consultant Information - Consultant contracts funded in whole or in part by DES

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code
////////////////							////////////////	///					

Sub-Consultant Information - Consultant sub-contracts funded in whole or in part by DES

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address				
									Name	Street	City	State	Zip Code
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(A) Type of Trade Codes:

Concern: Enter Yes or No

- 1 = New Construction
 2 = Substantial Rehab
 3 = Repair
 4 = Service
 5 = Project Mangt.

- 6 = Professional
 7 = Tenant Services
 8 = Education/Training
 9 = Arch./Engrg./Appraisal
 0 = Other

(B) Racial/Ethnic Codes

- 1 = White Americans
 2 = Black Americans
 3 = Native Americans
 4 = Hispanic Americans
 5 = Asian/Pacific Americans

(C) Section 3 Business**SAMPLE****DO NOT USE THIS FORM**



CAPITAL IMPROVEMENT PROJECT DETAIL

Task # 291
PROJECT # 21-STW-253-02

Project Name: Davis Road Canal Road to 10th Ave North
Department: Public Service
Location: Public Works
Project Manager: Chad Girard
Original Plan Date:
Date Approved:

DESCRIPTION / JUSTIFICATION:

The Davis Road Stormwater Improvements Project (Project No. 7) was identified to address localized flooding within and around Davis Road between Canal 11 and 10th Ave North. The proposed improvements, if approved, would include improve the functionality of the existing roadway drainage system by interconnecting existing drainage structures, re-grading and creating roadside swales, and potentially adding exfiltration trenches.



PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Land/Easement Acquisition							-
Architectural Services							-
Engineering & Planning	163,000						163,000
Construction		1,107,000					1,107,000
Equipment							-
Improvement (utility, lighting)							-
Other (Specify)							-
TOTAL PROJECT COSTS	163,000	1,107,000	-	-	-	-	1,270,000
SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY							
One Cent Sales Tax Funding							
Grant Funding (Grant Name):							
CDBG							
FRDAP							
PBC							
Other (Specify)							
Water & Sewer Enterprise Fund (41336)							-
Stormwater Enterprise Fund (42338)	163,000	1,107,000					1,270,000
Undetermined							
TOTAL PROJECT REVENUE	163,000	1,107,000	-	-	-	-	1,270,000

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Additional Revenues							
Charges for Services							-
Other Revenues							-
Less Additional Expenditures							
New Personnel							-
Maintenance and Other Operating							-
Contracts & Leases							-
Non Operating (Debt Service)							-
Net Annual Impact on Operations	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-

Area No. 7

Davis Road: Canal Rd. to 10th Ave. N.

Standing water conditions have been observed in the roadway, swales, yards and driveways along Davis Road and nearby roadways during and following minor rainfall events. Most notably, standing water within the intersection of Davis Road and Jamaica Drive as depicted within the photographs below:

Photographs:



Davis Road and Jamaica Drive looking west



35 Andros Road



67 Barbados Drive



160 Jamaica Drive

Typical conditions throughout project area:







Existing Conditions:

There are existing catch basins located on Tortuga Road, Davis Road and Andros Road, approximately halfway between Jamaica Drive and Morgans Way, with an outfall into the existing lake located east of the project site in Sago Palm Park through a 15" or 18" RCP. Additional catch basins are located at Davis Road and Morgans Way discharging south into the LWDD Canal L-11 via a 15" RCP. A third outfall from catch basins at the intersection of Morgans Way and Barbados Drive discharge southwest into the L-11 canal through an 18" RCP.

It appears that roadside swales are intended to direct stormwater runoff into the existing catch basins within the project area. Stormwater runoff is trapped and unable to reach these basins in some areas, most notably along Davis Road just north of Jamaica Way and along Barbados Drive midway between Jamaica Drive and Morgans Way.

A drainage basin map was generated using LiDAR information and to review the apparent high and low areas within the basin. The LiDAR information indicates that Davis Road is lower than the streets in the neighborhood, most noticeably along the swales between the sidewalk and roadway. Typically the back of sidewalk is a good indication of the limits of the road right-of-way, however, Davis Road has a right-of-way width of 160' with approximately 20' between the sidewalks and the property line; the catch basins are located west of the sidewalk within this 20' section and the sidewalks create a ridge between the roadway and the catch basins.

The existing drainage system within this project area was not previously permitted with the SFWMD.

Recommended improvements:

The existing piped drainage systems should be extended to reach the lower lying areas within the basin. Additional catch basins should be located along Davis Road, as this is heavily traveled roadway with minimal slope between high and low points along the roadway. Catch basins should also be installed in between the sidewalk and the roadway along the west side of Davis Road. The outfall for the catch basins along the southern portion of Davis Road within the basin will need to be reconstructed, as there is no apparent outfall to the L-11 Canal.

The existing drainage system should be cleaned and videoed for further assessment and the swales and driveways should be restored as necessary to direct stormwater runoff to the existing and proposed catch basins.

A schematic exhibit has been generated with approximate locations for additional catch basins based upon the topographic LiDAR data. The topographic information is not detailed enough to determine the extent of driveway and swale repairs, so for budgetary purposes, it is assumed that all driveways will need to be replaced and swales need to be restored. This will need to be determined within the detailed engineering design for the project.

Regulatory Approvals:

The proposed system will outfall through existing structures to either the lake in Sago Palm Park and the LWDD L-11 Canal. Approval by the Lake Worth Drainage District will be required prior to construction. No changes to tributary area, discharge volume, or discharge rate are proposed with this project, therefore permitting through the SFMWD is covered under existing permits.

Project Cost:

The estimated cost of the proposed improvements is \$1,265,000. Please see the detailed Opinion of Probable Project Cost and Schematic Design Drawing and Drainage Basin Exhibit enclosed.

KESHAVARZ & ASSOCIATES, INC.

711 North Dixie Highway, Suite 200

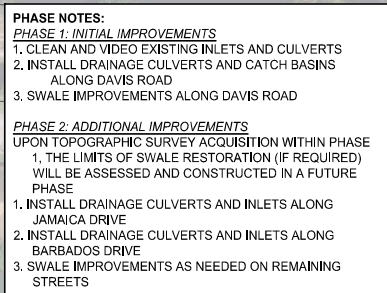
West Palm Beach, Florida 33401

phone: (561) 689-8600

fax: (561) 689-7476

**Area 7: Davis Road: Canal Rd. to 10th Ave. N. Drainage Improvements - K&A161140****Engineer's Opinion of Probable Cost**

Item	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$61,000.00	\$61,000.00
2	Clean and Video Existing System (Size Unknown)	1700	LF	\$22.00	\$37,400.00
3	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00
4	NPDES Compliance	1	LS	\$5,000.00	\$5,000.00
5	Survey Layout and Record Drawings	1	LS	\$7,500.00	\$7,500.00
6	Testing	1	LS	\$5,000.00	\$5,000.00
7	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00
8	Protect Existing Power Pole	8	EA	\$750.00	\$4,500.00
9	Protect Existing Tree	272	EA	\$500.00	\$136,000.00
10	Remove and Replace - Existing 4" Concrete Walk	90	SY	\$100.00	\$9,000.00
11	Remove and Replace - Existing Signs	20	EA	\$450.00	\$9,000.00
12	Type 'C' Inlet	19	EA	\$2,600.00	\$49,400.00
13	Storm Manhole	1	EA	\$2,500.00	\$2,500.00
14	Connect to Existing Structure	4	LS	\$500.00	\$2,000.00
15	18" dia. Class III Reinforced Concrete Pipe	1940	LF	\$55.00	\$106,700.00
16	24" Corrugated Metal Outfall Pipe	80	LF	\$60.00	\$4,800.00
17	Sod	10700	SY	\$4.00	\$42,800.00
18	Swale Restoration	10700	SY	\$8.00	\$85,600.00
19	Roadway Restoration	540	SY	\$50.00	\$27,000.00
20	Mill and Overlay	1810	SY	\$16.00	\$28,960.00
21	Asphalt Driveway Restoration	1570	SY	\$50.00	\$78,500.00
22	Concrete Driveway Restoration	1050	SY	\$50.00	\$52,500.00
23	Paver Brick Driveway Restoration	630	SY	\$60.00	\$37,800.00
24	Miscellaneous Restoration	1	LS	\$6,000.00	\$6,000.00
Sub Total					\$813,960.00
Contingency (30%)					\$244,188.00
Survey, Engineering, Design (20%)					\$162,792.00
Other Soft Costs (5%)					\$40,698.00
Total Estimate					\$1,261,638.00



LEGEND EXISTING		LEGEND PROPOSED	
--- sd --- --- STORM DRAINAGE --- --- CATCH BASIN --- --- STORM MANHOLE --- --- WOOD POWER POLE --- --- CONCRETE LIGHT POLE --- --- SIGN AND POST ---	PBC PARCEL LINE PALM TREE o 11.78 LOW POINT PER 2007 LIDAR TOPO DATA x 12.12 HIGH POINT PER 2007 LIDAR TOPO DATA	HYDRANT ELECTRIC BOX STORM DRAINAGE CATCH BASIN EASEMENT EXFILTRATION TRENCH ROADWAY PAVEMENT RESTORATION	CONCRETE PARKING/DRIVEWAY RESTORATION PAVEMENT PARKING/DRIVEWAY RESTORATION ASPHALT PARKING/DRIVEWAY RESTORATION GRASS/SWALE RESTORATION

IT'S THE LAW !

CALL TWO (2) BUSINESS DAYS BEFORE YOU DIG

SUNSHINE 811



VILLAGE OF PALM SPRINGS

ENGINEERING & PUBLIC WORKS DEPARTMENT

226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600

Certificate of Authorization No. A897

K&A PROJECT No. 16-1140

DRAWN BY: R. WERTEPNY

DESIGN BY: K. VANARMAN

CHECKED BY: R. WERTEPNY

APPROVED BY: M. KESHAVARZ

DATE: 03/22/1



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Public Service

ITEM 6.7: Approve Change Order No. 1 - Main Lift Station Piping Repair (LS No. 39) - Public Service Department (FY 2021 Budget - Water & Sewer Enterprise Fund) - Hinterland Group

SUMMARY:

On January 14, 2021, the Village Council approved the urgent repair services on 6-inch piping within the Main Lift Station (Lift Station No. 39), which is located at 360 Davis Road. Recently, the Public Service Department - Utility Maintenance staff, identified cracks on the discharge piping to both of the lift station pumps at LS No. 39, which may prevent the pumps from operating at the required capacity and efficiency and would require a portable, emergency pump to be connected (and running) to the lift station at all times. This work was approved to be completed by Hinterland Group utilizing the existing piggyback contract from Indian River County in the amount of \$32,925.

Following the Village's Notice to Proceed, Hinterland Group has been unable to locate pump base components that utilize the Village's current T-rail pump guides. The proposed T-rail pump guide system is obsolete and is not the current industry standard for guide rails. As such, Hinterland proposed the replacement of the current T-rail pump guides with tubular style guide rails, which are currently the industry standard. The replacement of the guide rails would allow for better pump selection and more stability when pulling pumps at the station.

Note: The Village Council approved the purchase of submersible lift station pumps on November 12, 2020 which included two (2) submersible pumps for the Main Lift Station (LS No. 39). By switching to the tubular guide rails the Village would be able to save \$2,960.47 on that purchase as T-rail adapters, which do not come standard with submersible pump purchases and would not be needed.

As a result, the Public Service Department is recommending an amendment to the approved

piping repair at the Main Lift Station (Change Order #1) with Hinterland Group to increase the total cost from \$32,925 to \$39,825.

Original Project Cost	\$32,925
Change Order #1 (Pump Guide Rails and Brackets)	\$6,900
REVISED PROJECT COST:	\$39,825

Note: The Village approved funding in the amount of \$350,250 within the FY 2021 Budget - Water and Sewer Fund (Repair & Maintenance) to support this proposed project.

If approved, the Village would accept Hinterland Group's revised pricing and all terms and conditions as submitted within their ITB proposal. 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.

No additional change orders are anticipated for this project.

If approved, the it is estimated that the Main Lift Station Piping Repair project will be completed by the end of May 2021.

The proposed Change Order #1 was prepared by Hinterland Group and reviewed by the Assistant Public Service Director/Engineer, Utilities Superintendent, Utilities Field Supervisor, Assistant Village Manager and Finance Director.

FISCAL IMPACT:

Funding to support the proposed Main Lift Station piping repairs is provided within the FY 2021 Budget - Water & Sewer Enterprise Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount</u>
FY 2021 Approved Budget - Water & Sewer Fund	<u>\$350,250</u>
Total Approved Budget/Actual Funding:	\$350,250

<u>Original Estimated/Actual Project Costs:</u>	
Original Project Cost - LS No. 39 Pipe Repairs	\$32,925
Proposed Change Order #1 - Water & Sewer Fund	<u>\$ 6,900</u>
Total Project Request/Cost:	\$39,825

Note: The purchase would include all required labor, materials and heavy equipment necessary to complete the repair.

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 Change Order # 1 - Hinterland Group

Approved Purchase Request to Repair Lift Station Piping - Main Lift Station LS No. 39 - Hinterland Group

Executed Village of Palm Springs Agreement - Hinterland Group

Village of Palm Springs Agreement - Contract Unit Prices - Hinterland Group



Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404
Phone - (561) 640-3503
Fax - (561) 640-3504

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 20-0015-03 - RCO #1

ADDRESS

Village of Palm Springs
Andy Klausner
[Andrew.Klausner <aklausner@vpsfl.org>](mailto:Andrew.Klausner@vpsfl.org)

DATE: 2/25/2021

REV: 3/2/2021

JOB NAME: WTP LS Rehab

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Line Item #152 - 3" - SS SCH 40 Pump Guide Rails	80	VF	\$75.00	\$6,000.00
Line Item #154 - 3" - SS Guide Rail Upper Support Bracket w/Hook	2	EA	\$450.00	\$900.00

TOTAL \$6,900.00

Notes:

1. Pricing is based on Indian River Contract No. 2019047 - Annual Bid for Lift Station Rehab

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By: _____

Accepted Date: _____



Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

(561) 640-3503 - Phone

FAX - 561-640-3504

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 20-0015-03

ADDRESS

Village of Palm Springs
Andy Klausner
[Andrew Klausner <aklausner@vpsfl.org>](mailto:Andrew.Klausner@vpsfl.org)

DATE: 11/17/2020

JOB NAME: WTP LS Rehab

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Line Item #3 - Mobilization	1	LS	\$1,500.00	\$1,500.00
Line Item #8 - Confined Space Entry	1	LS	\$100.00	\$100.00
Line Item #17 - Traffic Cones (15 Cones, 5 days)	75	DAY	\$3.00	\$225.00
Line Item #33 - 6" Bypass Pump Setup	2	EA	\$300.00	\$600.00
Line Item #34 - 6" Bypass Pumping Operation	10	DAY	\$700.00	\$7,000.00
Line Item #128 - 6" Vertical Discharge Piping	2	EA	\$3,800.00	\$7,600.00
Line Item #129 - 6" Discharge Piping (Beyond 15 LF)	26	LF	\$200.00	\$5,200.00
Line Item #146 - 6" Pump Base w/ Anchors	2	EA	\$3,200.00	\$6,400.00
Line Item #219 - Vacuum Truck	8	HR	\$225.00	\$1,800.00
Line Item #267 - Pressure Washing	500	SF	\$5.00	\$2,500.00

TOTAL

\$32,925.00

Notes:

1. Pricing is based on Indian River Contract No. 2019047 - Annual Bid for Lift Station Rehab

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By: _____

Accepted Date: _____

AGREEMENT FOR LIFT STATION REHABILITATION SERVICES

This Agreement for lift station rehabilitation services ("Agreement" hereafter) is made as of the 13th day of February, 2020, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Hinterland Group, Inc.**, 2501 W. Blue Heron Blvd., Riveria Beach, FL 33404, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform lift station rehabilitation services for the VILLAGE; and,

WHEREAS, Indian River County through its competitive selection process awarded the Contract for lift station repair rehabilitation services (ITB 2019047) ("Indian River Contract" hereafter) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for performing lift station rehabilitation services based on the pricing and terms and conditions of the Indian River Contract; and,

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Indian River Contract. The Indian River Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to Indian River County under the Indian River Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Indian River Contract and pricing therein, the CONTRACTOR shall perform lift station rehabilitation services as requested by the VILLAGE.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - A. All written modifications and amendments hereto;
 - B. This Agreement;
 - C. Indian River Contract (including the ITB, Contractors Proposal and Contract).

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

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The Indian River Contract.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the Indian River Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.**

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required by the Indian River Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver

of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the Indian River Contract term which shall expire on June 4, 2022.
- 6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnity.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the

VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

8. Warranty. CONTRACTOR shall provide a warranty to the VILLAGE for services performed and/or material installed in accordance with the warranty provision of the Indian River Contract.

9. Public Entity Crimes. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or

services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the Village immediately if it becomes aware of any violation of this statute.

10. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONTRACTOR submits a bid or proposal for a contract or before CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, CONTRACTOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

11. Termination of Contract. The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. CONTRACTOR may terminate this Contract upon 30 days written notice to the VILLAGE.

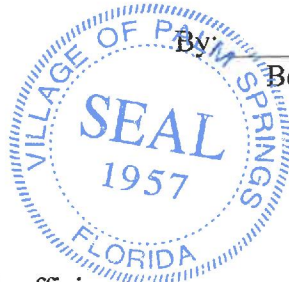
12. The CONTRACTOR shall not perform work which is out of scope, nor exceed any amounts stated in the Contract. Note that the VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for this work in any subsequent Fiscal Year.

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

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST


Kim Wynn, Village Clerk



By: 
Bev Smith, Mayor

Approved as to form and legal sufficiency:


Glen J. Torcivia, Village Attorney

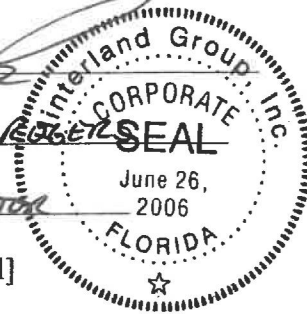
CONTRACTOR: **HINTERLAND GROUP, INC.**

By: 

Print Name: CHASE ROGERS

Title: PROTECT DIRECTOR

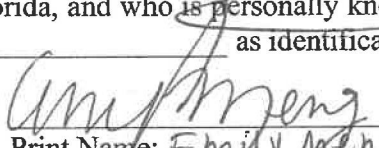
[Corporate Seal]



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27th day of JAN, 2020 by CHASE ROGERS, as PROTECT DIRECTOR of Hinterland Group, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public


Print Name: Emily Meng
My commission expires: 07/19/2022



Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
1	MOBILIZATION & GENERAL CONDITIONS- ORDERS UNDER \$15,000 (per site)	LS	\$ 2,500.00
2	MOBILIZATION & GENERAL CONDITIONS- ORDERS \$15,000-\$40,000 (per site)	LS	\$ 2,000.00
3	MOBILIZATION & GENERAL CONDITIONS- ORDERS GREATER THAN \$40,001 (per site)	LS	\$ 1,500.00
4	INSURANCE PER CONTRACT (One time pay item each year of contract)	LS	\$ 100.00
5	PUBLIC CONSTRUCTION BOND (UP TO \$250,000) IF REQUIRED (per year)	LS	\$ 5,000.00
6	VIDEO RECORDING, PRE-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	\$ 600.00
7	VIDEO RECORDING, POST-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	\$ 600.00
8	TRENCH SAFETY AND CONFINED SPACE ENTRY COMPLIANCE (per site)	LS	\$ 100.00
9	MINOR MOT DESIGN & SETUP (per site, no lane closure, County right of way)	DAY	\$ 50.00
10	INTERMEDIATE MOT DESIGN & SETUP (per site, single lane closure, County right of way)	DAY	\$ 250.00
11	BARRICADE TYPE I or II w/ WARNING LIGHT	DAY	\$ 5.00
12	BARRICADE TYPE III w/ WARNING LIGHT	DAY	\$ 5.00
13	MOT WARNING SIGNS	DAY	\$ 5.00
14	STATIC ARROW BOARDS, DETOUR SIGNS	DAY	\$ 5.00
15	DYNAMIC ARROW FLASHING SIGN	DAY	\$ 35.00
16	VARIABLE MESSAGE TRAILER	DAY	\$ 65.00
17	TRAFFIC CONES	DAY	\$ 3.00
18	FLAGMAN	HR	\$ 40.00
19	CONSTRUCTION WARNING FENCE (includes up to 100 lineal feet)	DAY	\$ 50.00
20	CONSTRUCTION WARNING FENCE (per lineal foot in excess of 100 feet)	LFDA	\$ 5.00
21	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (includes up to 100 lineal feet)	DAY	\$ 150.00
22	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (per lineal feet beyond 100 ft)	LFDA	\$ 15.00
23	TRAFFIC BARRIER, WATER OR SAND FILLED (includes up to 100 feet)	DAY	\$ 50.00
24	TRAFFIC SAFETY BARRIER, WATER OR SAND FILLED (per lineal feet beyond 100 ft)	LFDA	\$ 20.00
25	STAKED EROSION CONTROL FABRIC (includes up to 100 lineal feet)	DAY	\$ 50.00
26	STAKED EROSION CONTROL FABRIC (per lineal foot in excess of 100 feet)	LFDA	\$ 10.00
27	HAY BALES OR WATILES	LF	\$ 5.00
28	STEEL PLATE (32 sq. ft per plate)	DAY	\$ 25.00
29	LIGHT TOWER w/ GENERATOR	DAY	\$ 50.00
30	4" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	\$ 300.00
31	4" BY-PASS PUMPING OPERATION	DAY	\$ 500.00
32	4" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	\$ 5.00
33	6" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	\$ 300.00
34	6" BY-PASS PUMPING OPERATION	DAY	\$ 700.00
35	6" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	\$ 10.00
36	12" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	\$ 500.00
37	12" BY-PASS PUMPING OPERATION	DAY	\$ 1,200.00
38	12" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	\$ 15.00
39	BYPASS PUMPING VIA 3,500 GALLON PUMPER TRUCK	HR	\$ 300.00
40	BYPASS PUMPING VIA VAC-CON PUMPER	HR	\$ 250.00
41	<u>Force Main Installation – 4" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH</u> (includes excavation, backfill & compaction)	LF	\$ 60.00
42	<u>Force Main Installation – 6" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH</u> (includes excavation, backfill & compaction)	LF	\$ 65.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
43	<u>Force Main Installation – 8" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH</u> (includes excavation, backfill & compaction)	LF	\$ 75.00
44	<u>Force Main Installation – 10" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH</u> (includes excavation, backfill & compaction)	LF	\$ 80.00

45	<u>Force Main Installation</u> – 12" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 90.00
46	<u>Force Main Installation</u> – 16" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 110.00
47	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	\$ 35.00
48	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	\$ 45.00
49	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	\$ 85.00
50	4" MEGA-LUG JOINT RESTRAINTS	EA	\$ 100.00
51	6" MEGA-LUG JOINT RESTRAINTS	EA	\$ 120.00
52	8" MEGA-LUG JOINT RESTRAINTS	EA	\$ 120.00
53	10" MEGA-LUG JOINT RESTRAINTS	EA	\$ 130.00
54	12" MEGA-LUG JOINT RESTRAINTS	EA	\$ 180.00
55	16" MEGA-LUG JOINT RESTRAINTS	EA	\$ 300.00
56	4" PLUG VALVE & VALVE BOX	EA	\$ 850.00
57	6" PLUG VALVE & VALVE BOX	EA	\$ 1,200.00
58	8" PLUG VALVE & VALVE BOX	EA	\$ 1,400.00
59	10" PLUG VALVE & VALVE BOX	EA	\$ 2,200.00
60	12" PLUG VALVE & VALVE BOX	EA	\$ 2,800.00
61	16" PLUG VALVE & VALVE BOX	EA	\$ 4,800.00
62	EXCAVATION & DISPOSAL OF ASPHALT PAVEMENT	SY	\$ 5.00
63	EXCAVATION & DISPOSAL OF CONCRETE SIDEWALKS, DRIVEWAYS & FLATWORK	SY	\$ 8.00
64	EXCAVATION & DISPOSAL OF CONCRETE CURB	LF	\$ 10.00
65	EXCAVATION & DISPOSAL OF UNSUITABLE SOIL	CY	\$ 20.00
66	CLEAN IMPORT SAND BACKFILL	CY	\$ 25.00
67	FLOWABLE FILL- EXCAVATABLE (per Section 121 FDOT spec)	CY	\$ 180.00
66	LIMEROCK STABILIZED BASE MATERIAL	CY	\$ 35.00
69	IN PLACE MATERIAL TESTING - LIMEROCK BEARING RATIO - ASTM	EA	\$ 125.00
70	IN PLACE MATERIAL TESTING- MODIFIED PROCTOR TEST, AASHTO T-180	EA	\$ 100.00
71	<u>Gravity Main Installation</u> – 6" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 75.00
72	<u>Gravity Main Installation</u> – 8" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 80.00
73	<u>Gravity Main Installation</u> – 10" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 85.00
74	<u>Gravity Main Installation</u> – 12" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 85.00
75	<u>Gravity Main Installation</u> – 16" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 100.00
76	6" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 65.00
77	8" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 70.00
78	10" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 75.00
79	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 80.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
80	16" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 85.00
81	8" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 75.00
82	10" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 80.00
83	12" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 85.00
84	16" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 90.00
85	4" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 45.00
86	6" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 65.00
87	8" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 75.00
88	10" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 85.00

89	12" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 100.00
90	16" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 200.00
91	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	\$ 50.00
92	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	\$ 65.00
93	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	\$ 100.00
94	ADDITIONAL EXCAVATION 12'-15' DEPTH	LF	\$ 200.00
95	ADDITIONAL EXCAVATION 15'-18' DEPTH	LF	\$ 250.00
96	ADDITIONAL EXCAVATION 18'-24' DEPTH	LF	\$ 300.00
97	PIPE BEDDING - #57 STONE	CY	\$ 30.00
98	Duplex Remote Terminal Unit, Complete	EA	\$ 18,500.00
99	Duplex Remote Terminal Unit, Complete, Installed Only	EA	\$ 6,000.00
100	Duplex Motor Control Panel, 3 – 5 HP, Single Phase, 240 Volts	EA	\$ 30,000.00
101	Duplex Motor Control Panel, 3 – 10 HP, Three Phase, 240 Volts	EA	\$ 26,000.00
102	Duplex Motor Control Panel, 5 – 10 HP, Three Phase, 480 Volts	EA	\$ 28,000.00
103	Duplex Motor Control Panel, 15 – 25 hp, Three Phase, 480 Volts w/ Soft Starts	EA	\$ 32,000.00
104	Duplex Motor Control Panel, 30 – 100 hp, Three Phase, 480 Volts w/Soft Starts	EA	\$ 62,000.00
105	12" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	\$ 7,500.00
106	4" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$ 500.00
107	6" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$ 600.00
108	8" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$ 750.00
109	10" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$ 1,000.00
110	12" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$ 1,500.00
111	4" PLUG VALVE, LEVER OPERATED, FLANGED JOINT	EA	\$ 1,100.00
112	6" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$ 1,400.00
113	8" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$ 1,500.00
114	10" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$ 2,100.00
115	12" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$ 2,400.00
116	STAINLESS STEEL 3" PRESSURE GAUGE & TAP	EA	\$ N/A
117	2" ARI-D-040 AIR RELEASE VALVE ASSEMBLY & 2" 316 STAINLESS STEEL BALL VALVE-TAPPING SADDLE	EA	\$ N/A
118	ARI-D-025 AIR RELEASE STAINLESS STEEL & 2" 316 STAINLESS STEEL BALL VALVE-TAPPING SADDLE	EA	\$ N/A
119	2" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	\$ 350.00
120	3" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	\$ 400.00
121	4" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	\$ 450.00
122	6" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	\$ 500.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
123	8" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	\$ 500.00
124	4" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$ 3,500.00
125	4" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$ 150.00
126	4" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)		\$ N/A
127	316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 4" DISCHARGE PIPING	EA	\$ 800.00
128	6" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$ 3,800.00
129	6" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$ 200.00
130	316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 6" DISCHARGE PIPING	EA	\$ 800.00
131	8" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$ 4,500.00
132	8" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$ 225.00
133	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 8" DISCHARGE PIPING	EA	\$ 1,000.00
134	10" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$ 5,200.00
135	10" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$ 300.00
136	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 10" DISCHARGE PIPING	EA	\$ 1,200.00
137	12" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$ 6,000.00

138	12"HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$ 350.00
139	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 12" DISCHARGE PIPING	EA	\$ 1,200.00
140	4" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$ 500.00
141	6" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$ 500.00
142	8" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$ 600.00
143	10" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$ 750.00
144	12" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$ 1,000.00
145	4" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 316 ST STL BASE PLATE	EA	\$ 2,800.00
146	6" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 316 ST STL BASE PLATE	EA	\$ 3,200.00
147	8" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 316 ST STL BASE PLATE	EA	\$ 4,500.00
148	10" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 316 ST STL BASE PLATE	EA	\$ 7,800.00
149	4" X 6" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	\$ 500.00
150	6" X 8" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	\$ 650.00
151	2" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	\$ 45.00
152	3" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	\$ 75.00
153	2" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	\$ 350.00
154	3" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	\$ 450.00
155	2" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	\$ 600.00
156	3" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	\$ 750.00
157	3/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$ 35.00
158	1/2" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$ 40.00
159	5/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$ 55.00
160	3/4" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$ 65.00
161	4 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	\$ 400.00
162	6 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	\$ 600.00
163	4' - 5' DIA MANHOLE, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	\$ 25.00
164	6' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
165	8' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
166	10' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
167	12' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
168	VALVE VAULT, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
169	4' - 5' DIA MANHOLE, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	\$ 50.00
170	6' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
171	8' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
172	10' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
173	12' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
174	VALVE VAULT, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
175	VALVE VAULT, BITUMASTIC COATING (2 layers Carboline 300M or equal, per square foot)	SF	\$ 10.00
176	4' - 5' DIA MANHOLE, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, Per vert square foot)	VFSE	\$ 20.00
177	6' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert square foot)	VFSE	\$ 20.00
178	8' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert square foot)	VFSE	\$ 20.00
179	10' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert square foot)	VFSE	\$ 20.00
180	12' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert square foot)	VFSE	\$ 20.00
181	VALVE VAULT, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, per square foot)	SF	\$ 20.00

182	4' - 5' DIA MANHOLE, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$ 30.00
183	6' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$ 35.00
184	8' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$ 35.00
185	10' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$ 40.00
186	12' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$ 40.00
187	4' - 5' DIA MANHOLE, IET SYSTEM 3 COATING (prime, intermediate & finish, per vertsquare foot)	VFSE	\$ 30.00
188	6' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vertsquare foot)	VFSE	\$ 35.00
189	8' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vertsquare foot)	VFSE	\$ 35.00
190	10' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vertsquare foot)	VFSE	\$ 40.00
191	12' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vertsquare foot)	VFSE	\$ 40.00
192	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE EXTERIOR (max 6' depth)	CF	\$ 30.00
193	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE INTERIOR (max 25' depth)	CF	\$ 50.00
193	FORM WORK FOR CAST IN PLACE CONCRETE REPAIR	SF	\$ 50.00
194	REINFORCING STEEL FOR CAST IN PLACE CONCRETE REPAIR	LB	\$ 10.00
195	HYDRAULIC CEMENT GROUTING & REPAIR - EXISTING STRUCTURE	LB	\$ 30.00
196	36" x 46" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 2,800.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
197	48" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 3,500.00
198	48" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 3,800.00
199	54" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 3,900.00
200	64" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 4,700.00
201	60" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 4,500.00
202	72" x 84" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 5,500.00
203	4" DIP J- VENT w/ RISER & ST STL BUG SCREEN	EA	\$ 500.00
204	4" PVC J- VENT w/ RISER & ST STL BUG SCREEN	EA	\$ 550.00
205	JOSAM 26700 VENT HOOD w/ DIP RISER	EA	\$ 700.00
206	FURNISH & INSTALL 4' INSIDE DIA MANHOLE, 0-6' DEEP	EA	\$ 4,500.00
207	ADDITIONAL 4' 1.0. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	\$ 1,000.00
208	ADDITIONAL 4' 1.0. EXCAVATION 10'-14' DEPTH	LF	\$ 1,000.00
209	ADDITIONAL 4' 1.0. EXCAVATION 14'-18' DEPTH	LF	\$ 1,800.00
210	FURNISH & INSTALL 5' INSIDE DIA MANHOLE, 0-6' DEEP	EA	\$ 5,000.00
211	ADDITIONAL 5' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	\$ 1,000.00
212	ADDITIONAL 5' 1.D. EXCAVATION 10'-14' DEPTH	LF	\$ 1,000.00
213	ADDITIONAL 5' 1.D. EXCAVATION 14'-18' DEPTH	LF	\$ 1,800.00
214	4" - 8" RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE	EA	\$ 850.00
215	10" - 16" RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE	EA	\$ 1,000.00
216	32" DIA USF 240 MANHOLE RING, FRAME & LID	EA	\$ 900.00
217	36" DIA USF 420 MANHOLE RING, FRAME & LID	EA	\$ 1,000.00
218	50" DIA USF 690-AH-M MANHOLE RING, FRAME & LID	EA	\$ 1,800.00
219	JETTER, PUMPER OR VACUUM TRUCK	HR	\$ 225.00

220	SEWER VIDEO CCTV	HR	\$ 250.00
221	150 CFM COMPRESSOR & ACCESSORIES	DAY	\$ 75.00
222	DEWATERING PUMP & WELLPOINT INITIAL SETUP (up to 20 points)	EA	\$ 2,500.00
223	ADDITIONAL WELLPOINT & HEADER (per point in excess of initial 20-point header)	EA	\$ 100.00
224	DEWATERING PUMP & WELLPOINT OPERATION & MAINTENANCE	DAY	\$ 500.00
225	ADDITIONAL WELLPOINT OPERATION & MAINTENANCE (per foot per day)	DAY	\$ 50.00
226	DIAPHRAGM PUMP & PIPING (up to 30 feet suction hose and 60 feet discharge hose)	DAY	\$ 500.00
227	ADDED DIAPHRAGM PUMP PIPING (per foot beyond 30-foot suction or 60-foot discharge)	DAY	\$ 20.00
228	DRIVEN METAL SHEET PILING (up to 10' depth)	LF	\$ 200.00
229	DRIVEN METAL SHEET PILING (up to 20' depth)	LF	\$ 300.00
230	TRENCH SHORING BOX (min 4' x 12')	DAY	\$ 250.00
231	TRENCH SHORING BOX (min 6' x 12')	DAY	\$ 300.00
232	TRENCH SHORING BOX (min 8' x 12')	DAY	\$ 450.00
233	TWO MAN LANDSCAPE CLEARING CREW	HR	\$ 100.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
234	TWO MAN HAND EXCAVATION CREW	HR	\$ 160.00
235	THREE MAN PIPE EXCAVATION & REPAIR CREW	HR	\$ 320.00
236	DUMP TRUCK & DRIVER, 8-12 CU YD	HR	\$ 65.00
237	DUMP TRUCK & DRIVER 15-18 CU YD	HR	\$ 120.00
238	20 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	\$ 450.00
239	8 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	\$ 300.00
240	SKID STEER LOADER & OPERATOR	HR	\$ 85.00
241	WHEEL LOADER & OPERATOR (Cat Class 057-006)	HR	\$ 125.00
242	RUBBER TIRE TRACTOR & OPERATOR (Cat Class 053-0210)	HR	\$ 125.00
243	HYDRAULIC EXCAVATOR & OPERATOR (Cat Class 054-0210-304 or equivalent)	HR	\$ 150.00
244	4" ON 6" OR 8" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 3,500.00
245	4" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 4,000.00
246	6" ON 8" OR 10" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 4,200.00
247	6" ON 12" OR 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 4,800.00
248	8" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 6,000.00
249	8" ON 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 7,800.00
250	CONNECT TO EXISTING VALVE OR FITTING, UP TO 5' DEPTH	EA	-
251	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 6'-8' DEPTH	EA	\$ 500.00
252	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 8'-10' DEPTH	EA	\$ 500.00
253	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 10'-12' DEPTH	EA	\$ 500.00
254	4" OR 6" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	\$ 350.00
255	8' OR 10" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	\$ 800.00
256	4" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)	EA	\$ 1,000.00
257	4" CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)	SF	\$ 6.00
258	6" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)	EA	\$ 1,200.00
259	6" CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)	SF	\$ 8.00
260	12" STABILIZED SUBGRADE AND 10' LIMEROCK BASE REPAIR	SY	\$ 30.00
261	2" ASPHALT SURFACE COURSE REPAIR	SY	\$ 48.00
262	CONCRETE CURB	LF	\$ 50.00
263	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (up to 200 sq. ft)	EA	\$ 800.00
264	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (per sq. ft in excess of 200 sq. ft)	SF	\$ 5.00
265	BAHIA SOD	SY	\$ 5.00
266	ST AUGUSTINE OR BERMUDA SOD	SY	\$ 6.00
267	PRESSURE WASHING	SF	\$ 5.00
268	REMOVE & DISPOSE OF EXISTING MANHOLE, UP TO 6' DEPTH	EA	\$ 2,500.00
269	ADDITIONAL MANHOLE REMOVAL, 6'-10' DEPTH	VF	\$ 300.00

270	ADDITIONAL MANHOLE REMOVAL, 10'-14' DEPTH	VF	\$ 400.00
271	ADDITIONAL MANHOLE REMOVAL, 14'-18' DEPTH	VF	\$ 1,500.00
272	DUPLEX VALVE VAULT REMOVAL	CF	\$ 300.00
273	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & UP TO 4" DIA (non-hazardous)	LF	\$ 10.00
274	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & 4.5" - 6" DIA (non-hazardous)	LF	\$ 10.00
275	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 6.5"-10" DIA (non-hazardous)	LF	\$ 12.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
276	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 10.5" -16" DIA (non-hazardous)	LF	\$ 15.00
	Total per unit bid (sum of all above)	\$	418,726.00

LFDA= LF per day

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes No

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____

(Type / Printed)



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Public Service

ITEM 6.8:

Approval to Rescind/Void Material Storage Bays at Main WTP Construction Services Contract (Task Order No. 258) - Invitation to Bid (ITB #2020B-007) - Republic Construction

SUMMARY:

Recently, the Public Service Department was notified by E-mail that the selected vendor for the Material Storage Bays at Main Water Treatment Plant (WTP) project would not be able to proceed forward and execute a contract to provide construction services for the Village. As a result, the Village Council is requested to rescind/void the previously awarded construction services contract with Republic Construction (in the amount of \$78,798) that was approved on December 10, 2020 (ITB No. 2020B-007).

Note: Following notice by the selected vendor that they would not be able to provide construction services for the Material Storage Bays at Main WTP project, Village staff determined that since the 2nd lowest bid was over \$15K higher than Republic Construction's bid, and more than 120 days has passed since the bid opening, it would be preferable not to select another bid from this ITB. Thus, the Village is canceling this solicitation and will proceed with going back out for new pricing to complete this project at a later date.

Note: Approval of the request to rescind/void the recently awarded construction services contract would allow the Public Service Department to procure new bids for the project at a future date. Further, it is expected that the projected construction bids may be increased by as much as 60% above the previous budget (\$70,000) due to a rise in material costs and the pandemic.

FISCAL IMPACT:

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

ATTACHMENTS:

E-mail Notification that Republic Construction (competitively awarded vendor) would not be proceeding with Construction Services Contract for the Material Storage Bays at Main WTP

From: [Steven Neubarth](#)
To: [Walter Sanchez](#)
Subject: RE: Material Storage Bays at Main WTP: Contract Award
Date: Friday, February 12, 2021 1:21:16 PM
Attachments: [image002.jpg](#)
[image003.png](#)

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.

You are free to move forward with another vendor without liability. We have suffered numerous setbacks due to loss of staff and field workers due to Covid, thank you

Best Regards,

Steven Neubarth

President/CEO

Republic Construction Corp

601 N Congress Ave, Suite 311 | Delray Beach, FL 33445

t. 561-900-2487, ext 100

Republic_Logo_Final500





Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Public Service

ITEM 6.9: Acceptance of Utility Easement Agreement - 2755 10th Avenue North - USA Auto Wash, Inc.

SUMMARY:

The Public Service Department is requesting the acceptance of a Utility Easement Agreement to provide for the extension of water services at 2755 10th Avenue, North. The agreement, if approved, would dedicate a ten foot (10') wide utility easement located on the west line of lot 2A, south of 10th Avenue, North.

Acceptance of the proposed Utility Easement Agreement would enable the Village to enter and use the easement property and use it at any time, which would include the installation, construction, reconstruction, operation, inspection, maintenance, service, tie-in, removal, relocation, repairing, replacement and improvement to the proposed utilities. The proposed easement will be maintained by the property owner and will not require additional maintenance expense by the Village.

The proposed Utility Easement Agreement was prepared by the Village Attorney and reviewed by the Assistant Public Service Director/Engineer, Utilities Superintendent, Assistant Village Manager, Interim Planning, Zoning & Building Director and Village Attorney.

FISCAL IMPACT:

The proposed utility easement agreement will not have a direct fiscal impact to the Village.

ATTACHMENTS:

Proposed Utility Easement Agreement - USA Auto Wash, Inc. - 2755 10th Avenue North
Sketch & Description
Aerial & Location Map - 2755 10th Avenue North

Prepared by and return to:
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461-1699

UTILITY EASEMENT AGREEMENT

THIS GRANT OF A UTILITY EASEMENT ("Easement") is made and entered into this 22 day of Feb 2021, by and between USA Auto Wash, Inc. with a mailing address of 4356 Harbor Pointe Drive, Port Richey, Florida 34668, hereinafter referred to as the "GRANTOR", and the **VILLAGE OF PALM SPRINGS**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 226 Cypress Lane, Palm Springs, FL 33461-1699.

WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, a perpetual utility easement over, under and across that certain real property owned by the GRANTOR which is described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, tie-in, remove, relocate, repair, replace and improve the utilities and improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the GRANTEE, its successors and assigns the exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this utility easement on the day and year first above written.

GRANTOR:

USA Auto Wash, Inc.

WITNESSES:

By: N Hardwick

Witness name: N Hardwick

By: L Penate

Witness name: Lamanda Penate

By: Carl D. Long

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH Martin

NOTARY CERTIFICATE

Carl D. Long, as owner for the GRANTOR, personally appeared before me this 22nd day of February, 2021, and acknowledged before me that he or she executed the foregoing Utility Easement. I relied upon the following form of identification:

personally known to me; _____
produced driver's license ✓
other (describe) _____

Susan Ruth DeSalve
Notary Public Signature



GRANTEE ACCEPTANCE:

VILLAGE OF PALM SPRINGS

ATTEST:

By: _____
Bev Smith, Mayor

Village Clerk

Approved as to form
and legal sufficiency

By: _____
Date: _____

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

The foregoing Utility Easement was accepted and acknowledged before me this ____ day
of _____, 2021, by Bev Smith, and _____, Village Clerk,
of the Village of Palm Springs, who are personally known to me.

Notary Public Signature

Exhibit "A"

Description of Utility Easement

LEGAL DESCRIPTION:

A portion of Lot 2A, WAL-MART AT PALM SPRINGS-LOT 2 REPLAT, according to the plat thereof as recorded in Plat Book 118, at Pages 137-138, Palm Beach County, Florida, being more particularly described as follow; Commence at the Northeast corner of said Lot 2A, WAL-MART AT PALM SPRINGS-LOT 2 REPLAT, as recorded in Plat Book 118, at Pages 137-138, of the Public Records Palm Beach County, Florida; thence N.88°09'20"W., along the North line of said Lot 2A, for a distance of 42.92 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue N.88°09'20"W., along the North line of said Lot 2A, for a distance of 14.43 feet; thence S.47°58'22"W. for a distance of 13.34 feet; thence N.86°34'37"W. for a distance of 58.37 feet to a point on the East line of a 12 foot Water Easement as shown on the plat of WAL-MART AT PALM SPRINGS, as recorded in Plat Book 114 at Page 67, of the Public Records of Palm Beach County, Florida; Thence S.01°32'24"W along the said East line of a 12 foot Water Easement as shown on the plat of WAL-MART AT PALM SPRINGS, as recorded in Plat Book 114 at Page 67, of the Public Records of Palm Beach County, Florida, for a distance of 10.01 feet; thence S.86°34'37"E. for a distance of 62.23 feet; thence N.47°58'22"E. for a distance of 27.93 feet to the POINT OF BEGINNING. Containing 809.32 Square Feet or 0.0185 Acres +/-.

SURVEYOR'S NOTES:

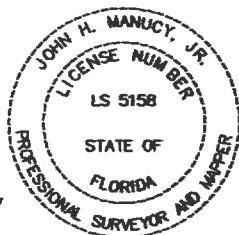
- 1) The Legal Description was prepared by Surveyor of record
- 2) Type of Drawing: Sketch & Legal Description
- 3) Bearings shown hereon are based on the North Line of said Lot 2A, WAL-MART AT PALM SPRINGS-LOT 2 REPLAT, according to the plat thereof as recorded in Plat Book 118, at Page 137-138, Palm Beach County, Florida, said line is assumed to bear N.88°09'20"W.
- 4) This survey or the copies thereof are not valid without the original signature and raised seal or a Verifiable Electronic Signature of a Florida licensed Surveyor and Mapper. The electronic signature appearing on this document was authorized by John H. Manucy Jr., P.S.M. 5158. If this survey/document is signed using an electronic signature then it is for the sole use of the party/agency to whom it was originally transmitted and shall not be copied or distributed to any other parties without written or email consent. Any additional copies or distribution to other parties are not valid.

SURVEYOR'S CERTIFICATE:

I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the LEGAL DESCRIPTION AND SKETCH of the real property described hereon. I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17 Florida Administrative Code.

Date : 05/17/2020

Digitally signed by John H Manucy
Date: 2021.02.17 17:17:37 -05'00'



John H. Manucy Jr, P.S.M.
Professional Surveyor & Mapper No.5158
State of Florida.

SHEET 1 OF 2

MANUCY LAND SURVEYORS, INC.

12660 157th STREET NORTH

JUPITER, FLORIDA 33478

PHONE: (561) 427-0855

PSM 5158

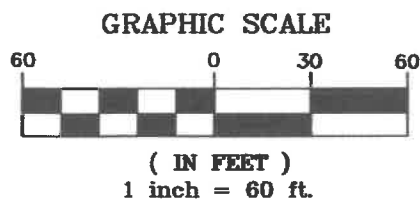
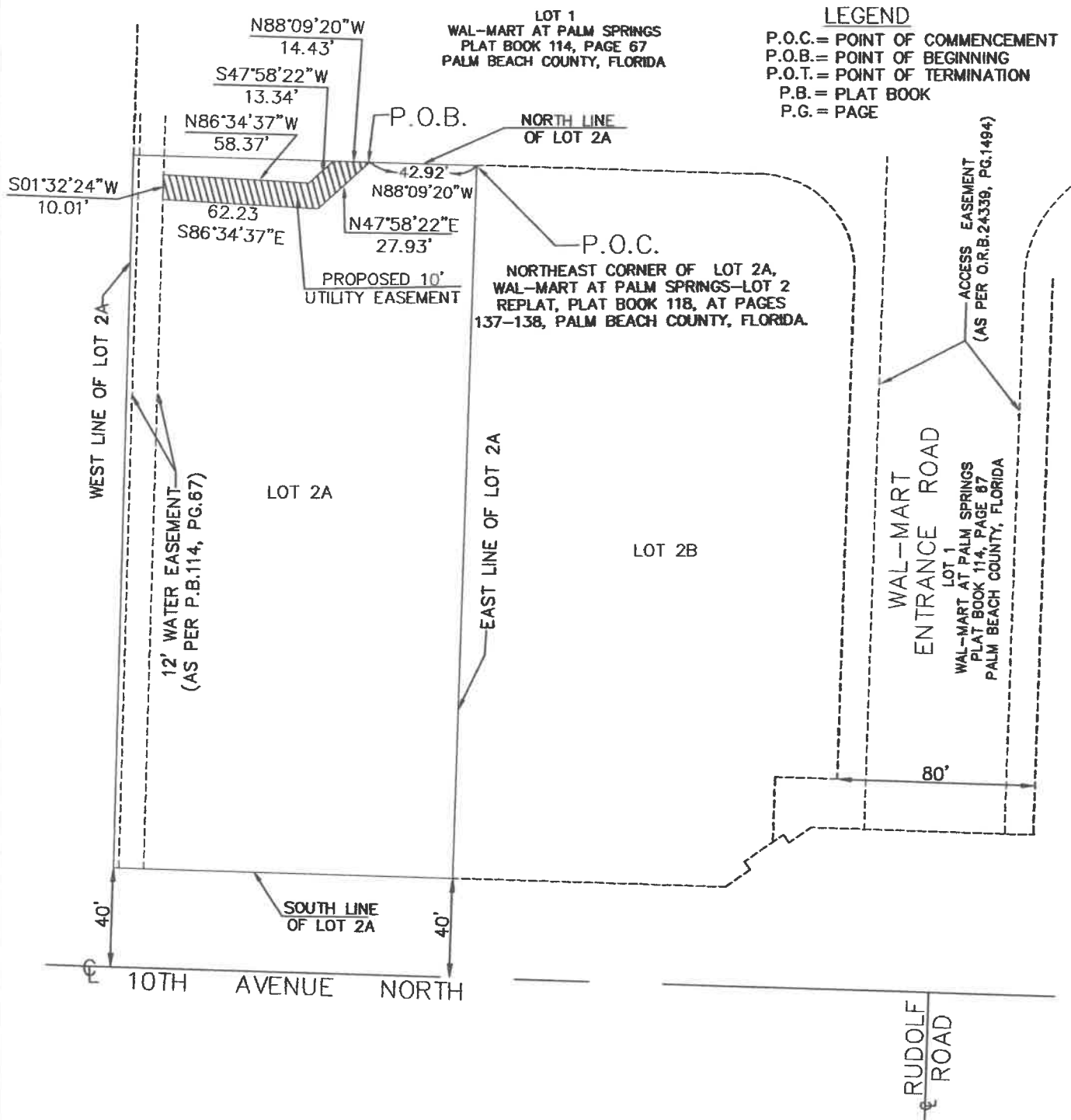
SCALE: 1" = 60'	DRAWN BY: J.H.M.	FIELD BOOK: N/A	ORDER NO. 6207
DATE: 12-29-20			

SKETCH & LEGAL DESCRIPTION OF A PROPOSED 10'
UTILITY EASEMENT LYING IN A PORTION OF LOT 2A,
WAL-MART AT PALM SPRINGS-LOT 2 REPLAT. PLAT
BOOK 118, PAGE 127-138 PALM BEACH COUNTY, FLORIDA

PREPARED FOR:

USA AUTO WASH, INC.

THIS IS NOT A SURVEY



MANUCY LAND SURVEYORS, INC.

12660 157th STREET NORTH

JUPITER, FLORIDA 33478

PHONE: (561) 427-0855

PSM 5158

SCALE: 1" = 60'

DRAWN BY:

FIELD BOOK:

ORDER NO.

DATE: 12-29-20

J.H.M.

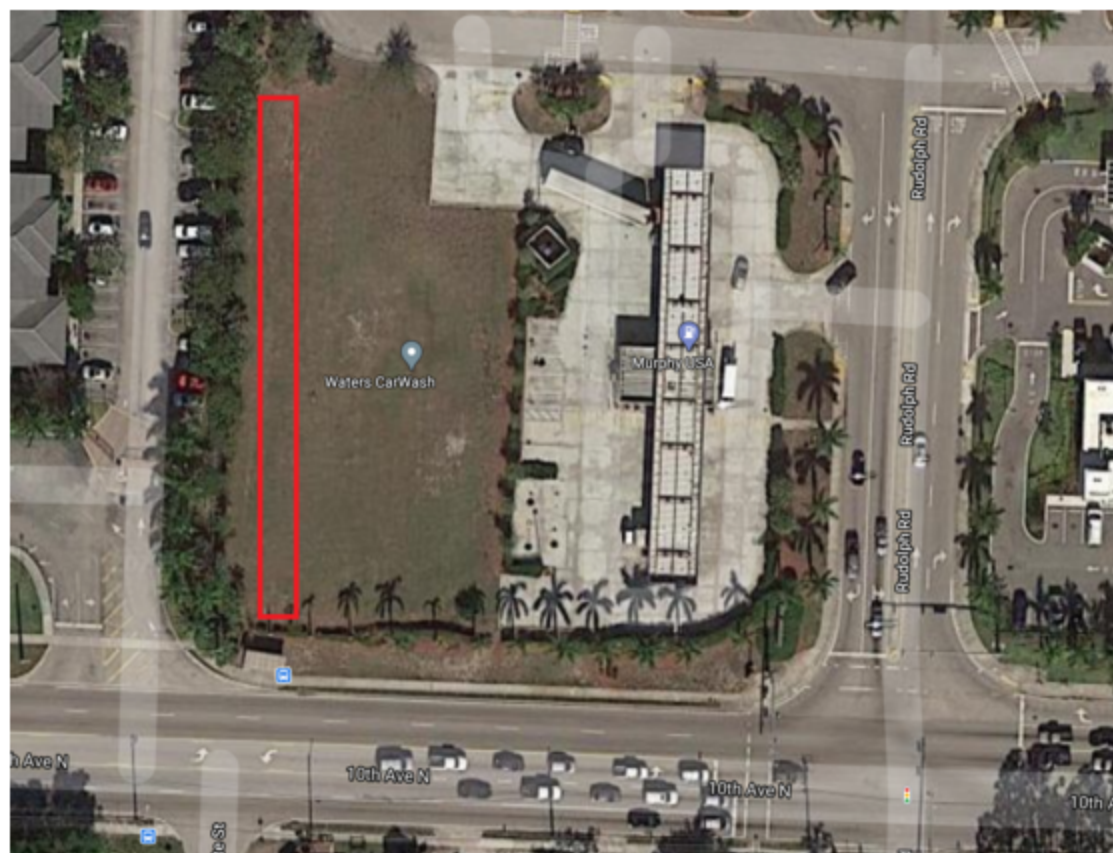
N/A

6207

SKETCH & LEGAL DESCRIPTION OF A PROPOSED 10'
UTILITY EASEMENT LYING IN A PORTION OF LOT 2A,
WAL-MART AT PALM SPRINGS-LOT 2 REPLAT. PLAT
BOOK 118,PAGE 127-138 PALM BEACH COUNTY, FLORIDA

PREPARED FOR:

USA AUTO WASH, INC.





Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Public Service

ITEM 6.10:

Approve Florida Mango Road Utility Relocation Design (Task Order No. 294) – Work Authorization WG-U01 – Professional Engineering Services - Public Service Department (FY 2021 Budget - Water and Sewer Enterprise Fund) – WGI

SUMMARY:

The Public Service Department is requesting approval of Work Authorization WG-U01 (Task Order #294) with WGI for professional engineering services (i.e., design, bidding and construction services) related to the proposed utility relocations along Florida Mango Road, from Edgewater Drive to Barbados Road.

Over the past year, Village staff has been coordinating with Palm Beach County on their plans for widening Florida Mango Road, from Edgewater Drive to Barbados Road, as the Village maintains a sewer force main and a water main that are within this road's rights-of-way and would be required to be relocated.

As a result, the Village Council is requested to approve Work Authorization WG-U01 (Task Order #294) to support all required professional engineering services and related tasks associated with design of the Florida Mango Road Utility Relocation to be completed by WGI, the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Work to be Completed</u>	<u>Contract Amount</u>
Engineering, Design and Bidding	\$ 52,030
Construction Services	\$ 17,880
Total Proposed Costs - Professional Design & Engineering	\$ 69,910

The Village Council has not approved funding within the FY 2021 Budget - Water and Sewer Enterprise Fund to support this project (design and construction services). However, funding is available within the FY 2021 Budget - Water and Sewer Enterprise Fund. An internal budget transfer or amendment to support this proposed project will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary. The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services over the term of the contract.

Staff recommends approval of the proposed Work Authorization WG-U01 (Task Order #294) with WGI in the amount of \$69,910.00 for professional engineering design, bidding and construction services related to the Florida Mango Road Utility Relocation Design. If approved, the Village would accepted WGI's pricing as outlined within the previously approved General Consulting Services Continuing Contract with WGI including all terms, conditions and pricing therein.

Note: The Village issued a Request for Qualifications (RFQ) for professional engineering services (RFQ #2019-01 - General Consulting Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

The recommended engineer will be required to meet local, state and federal procurement funding requirements.

If approved, it is estimated that the proposed design work will take approximately five (5) months to complete (August/September 2021) following the date the work authorization is issued to WGI. Additionally, construction is estimated to take approximately six (6) months (March/April 2022) following the Notice to Proceed by the Village.

The proposed work authorization was prepared by WGI and reviewed by the Assistant Public Service Director/Engineer, Assistant Village Manager, Finance Director and Village Attorney.

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

FISCAL IMPACT:

Funding to support the proposed work authorization (Task Order #294) is currently available within the FY 2021 Budget - Water and Sewer Enterprise Fund:

<i>Available Funding/Revenues:</i>	<i>Amount</i>
FY 2021 Budget (proposed transfer) – Water & Sewer Enterprise Fund:	\$ 69,910.00
FY 2022 Budget (proposed budget request) - Water & Sewer Enterprise Fund:	<u>\$800,000.00</u>
Total Available Funding/Revenues:	\$869,910.00

<i>Expected Project Costs:</i>	<i>Amount</i>
FY 2021 Project Request/Cost - Engineering - Water & Sewer Fund (TO #294)	\$ 69,910.00
FY 2022 Project Request/Cost - Estimated Construction Costs	<u>\$800,000.00</u>
Total Expected/Actual Project Costs:	\$869,910.00

Note: This proposed project was not budgeted in FY 2021, however funding is available within the FY 2021 Budget - Water and Sewer Enterprise Fund to support this project. An internal budget transfer or amendment to support this proposed project will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services over the term of the contract.

ATTACHMENTS:

Proposed Work Authorization - Task Order #294 - Proposed Florida Mango Road Utility Relocation Project - Design & Engineering - WGI

General Engineering Consulting Services Continuing Contract - WGI

FY 2021 CIP Form - Proposed Florida Mango Road Utility Relocation Project - Design & Engineering (Additional Information) Public Notice FL Mango Road

(Additional Information) Florida Statutes Chapter 337.401



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: 3/24/21

VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – G0 FOR CONSULTING

SERVICES TASK ORDER (PROJECT) No. 294 G/L CODE: 41400-56394

WANTMAN GROUP, INC. PROJECT NO.: 3527.00

PROJECT TITLE: Florida Mango Road Utility Relocation Design
(From North. of Edgewater Drive to South of Barbados Road)

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated April 4th, 2019 between the Village of Palm Springs (“VILLAGE”), and Wantman Group, Inc. (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

CONSULTANT shall provide civil engineering, structural engineering, and subsurface utility engineering services to accommodate the design and preparation of utility relocation plans associated with the Florida Mango Road Improvements within the Village of Palm Springs. The scope of work will include the relocation of approximately 1,950 LF of existing Village of Palm Springs water mains and approximately 300 LF of existing Village of Palm Springs 24” force main impacted by the proposed drainage improvements associated with the Palm Beach County project. Scope of work will be based on the attached exhibit “B”.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

TASK 1.1 – Vacuum Excavation (ASCE 38-02 Quality Level A Test Holes) Lump Sum Fee \$12,310.00

WGI will provide an ASCE 38-02 Quality Level A (QLA) field investigation within the project limits (Exhibit A), up to twenty (20) vacuum excavation test holes are anticipated. WGI will provide survey and location of utility test holes using network corrected GNSS surveying methods. This proposal is based on providing up to twenty (20) vacuum excavation test holes for verification of Village of Palm Springs utilities.

TASK 2 – CIVIL ENGINEERING SERVICES

TASK 2.1 – Utility Relocation Design

Lump Sum Fee \$21,400.00

1. Prepare demolition for plan existing utilities to be removed or abandoned;
2. Prepare utility relocation plans and details for new water main and force main;
3. Submit, 60% and 100% construction document submittals to CLIENT;
4. Prepare an Engineer's Opinion of Cost for construction with each submittal; and
5. Attend up to two design coordination meetings with CLIENT.

TASK 2.2 – Utility Relocation Regulatory Agency Permitting

Lump Sum Fee \$9,000.00

The CONSULTANT will prepare and submit permit applications along with the required associated design documents for the proposed improvements. All permit fees will be paid by the CLIENT. We anticipate submitting applications and documents to the following agencies:

1. Village of Palm Springs Engineering;
2. Palm Beach County Health Department – Water Permit;
3. Palm Beach County Health Department – Sewer Permit; and
4. Lake Worth Drainage District – Right of Way Permit.

TASK 3 – STRUCTURAL ENGINEERING SERVICES

TASK 3.1 – Aerial Crossing Structural Design``

Lump Sum Fee \$ 9,320.00

1. Coordinate with the roadway engineer on the revised location of the bridge;
2. Design an aerial crossing over the LWDD L-8 Canal at Florida Mango Road to accommodate one 8-inch water main and one 24-inch force main; and
3. Prepare Engineers Opinion of probable construction costs with each submittal..

TASK 4 – POST DESIGN SERVICES

TASK 4.1 – Civil Engineering Post Design Services

Lump Sum Fee \$ 11,960.00

1. Attend pre-bid meeting with CLIENT;
2. Review and respond to pre-bid RFI's;
3. Review bids and provide recommendation;
4. Attend pre-construction meeting with contractor and CLIENT;
5. Review shop drawing submittals;
6. Review and respond to RFI's;
7. Perform periodic field observations of construction for the work included in the civil engineering plans to ensure the work is completed in substantial accordance with the approved and permitted plans and specifications. Observations will include pressure test and connections to existing mains; .(Maximum of 20 hours)
8. Coordinate and submit record drawings prepared by Contractor's Professional Surveyor registered in the State of Florida to various permitting agencies for approval;
9. Prepare and submit final certification package to related regulatory agencies; and
10. Prepare written field reports for all site visits and progress meetings.

TASK 4.2 – Structural Engineering Post Design Services**Lump Sum Fee \$ 5,920.00**

1. Review shop drawing submittals;
2. Review and respond to RFI's;
3. Perform periodic field observations of construction for the work included in the structural engineering plans to ensure the work is completed in substantial accordance with the approved and permitted plans and specifications (Maximum of 6 hours); and
4. Perform production pile analysis.

III. DELIVERABLES

1. CADD deliverable with the QLA investigations drafted;
2. Test-hole data sheets with the obtainable data; digital photos, utility description, depth, size, type, direction, and material of the facility; and
3. Utility Relocation Plans at 60% and 100% level of completion;
4. Engineer's Opinion of probable construction cost; and
5. Copies of regulatory agency approvals; and
6. Construction certifications.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Table "A".

Table "A"
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>
Task 1.1 Vacuum Excavation	21 Days from NTP
Task 2.1 Utility Relocation Design	60 Days from NTP
Task 2.2 Utility Relocation Permitting	90 Days from completion of Task 2.1
Task 3.1 Aerial Crossing Structural Design	60 Days from NTP
Task 4.1 Civil Engineering Post Design	180 Days from start of construction
Task 4.2 Structural Engineering Post Design	180 Days from start of construction

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for a Lump Sum Fee of \$ 69,910.00 as outlined in Table “B” and Exhibit “A”.

**Table “B”
Budget Summary**

Description	Total
Task 1.1: Vacuum Excavation	\$ 12,310.00
Task 2.1: Utility Relocation Design	\$ 21,400.00
Task 2.2: Utility Relocation Regulatory Agency Permitting	\$ 9,000.00
Task 3.1: Aerial Crossing Structural Design	\$ 9,320.00
Task 4.1: Civil Engineering Post Design	\$ 11,960.00
Task 4.2: Structural Engineering Post Design	\$ 5,920.00
TOTAL	\$ 69,910.00

VI. BASIS OF SCOPE

SUBSURFACE UTILITY ENGINEERING SERVICES

1. Survey services and survey location of test holes is included;
2. WGI proposes to provide ASCE 38-02 Quality Level A investigation. It is anticipated WGI will perform up to twenty (20) vacuum excavation test holes for verification of Village of Palm Springs utilities, within the project limits shown on Exhibit A;
3. WGI will vacuum excavate utility facilities at the proposed locations, as per the provided conflict matrix and VILLAGE direction, and provide a depth, size and material of the facility, and then backfill the test hole with native soil, compact with a pneumatic tamper to existing grade.
4. Generally, utility facilities found by vacuum excavation can be visually exposed a depth equal to the water table; an air lance probe will be used for deeper facilities, however, visual confirmation will not be possible for facilities lying below the water table;
5. Geophysical designating techniques, although highly reliable, are subject to outside interference, which are beyond the control of WGI, and may impede the effectiveness of subsurface utility investigations. Soil conditions, utility materials, size, depth, salt water and conductivity may prevent the location of some subsurface utilities. WGI utilizes state of the art equipment and methodology during all phases of utility investigations, but no guarantee is hereby expressed that all facilities will be detected;
6. Scope of work does not include select backfill material or flowable fill;
7. Drafting and/or other CADD services are included, and will be incorporated into existing CADD files provided by VILLAGE;.
8. VILLAGE shall facilitate access for WGI field staff;
9. Basic work zone safety includes safety road signs and traffic cones; and
10. Scope of work does not include traffic control, lane closures, or off-duty police; and
11. Scope of work does not include ASCE 38-02 Quality Level B utility investigation (designates).
- 12.

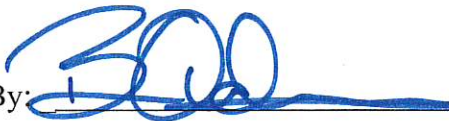
CIVIL AND STRUCTURAL ENGINEERING SERVICES

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by the VILLAGE. Information requested by CONSULTANT during the project will include, but may not be limited to, the roadway plans, utility as-builts, surveys (with CAD file), and county provided conflict matrix;
2. Civil and structural engineering specifications and details will be included in the construction plans;
3. Scope of work includes the design or relocation of existing Village of Palm Springs water mains and force mains as indicated in Exhibit "B";
4. Scope of work does not include hydraulic analysis of water mains or force mains;
5. Scope of work does not include the design or relocation of existing utilities not owned and maintained by the Village Palm Springs;
6. Scope of work does not include roadway or drainage improvements;
7. Structural design shall include pile design, pile cap design, and pipe cradle design;
8. It is anticipated the following will be provided by the CLIENT:
 - a. Roadway and drainage plans;
 - b. Water and sewer as-built drawings;
 - c. Geotechnical report; and
 - d. Payment of required permit fees

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated April 4th, 2019, by and between the Village of Palm Springs ("VILLAGE") and WANTMAN GROUP, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

WANTMAN GROUP, INC.

By: 

Print Name: Brett Oldford, PE

Title: VP, Civil Engineering

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)



Task 3.1 Aerial Crossing Structural Design													Sub-Task Total	
Engineering Project Manager		Engineering Professional Engineer		Engineering Staff Engineer		Engineering CADD Technician		Total						
hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees			
6	\$1,080	12	\$1,560		\$0	12	\$1,080			30	\$3,720			
6	\$1,080	12	\$1,560		\$0	12	\$1,080			30	\$3,720			
6	\$1,080		\$0	8	\$800		\$0			14	\$1,880			
18	\$3,240	24	\$3,120	8	\$800	24	\$2,160			74	\$9,320	\$9,320		
Total Base Fees														

	Engineering Project Manager												Sub-Task Total
	Engineering Project Manager		Engineering Professional Engineer		Engineering Staff Engineer		Engineering CADD Technician		Total				
	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	
Task 4.1 Civil Eng Post Design Services		\$180		\$130		\$100		\$90					
	2	\$360	2	\$260		\$0		\$0	4	\$620			
	2	\$360	8	\$1,040		\$0		\$0	10	\$1,400			
	2	\$360	4	\$520		\$0		\$0	6	\$880			
	2	\$360	2	\$260		\$0		\$0	4	\$620			
	2	\$360	8	\$1,040		\$0		\$0	10	\$1,400			
	4	\$720	12	\$1,560		\$0		\$0	16	\$2,280			
	2	\$360	4	\$520	16	\$1,600		\$0	22	\$2,480			
	2	\$360	8	\$1,040		\$0		\$0	10	\$1,400			
	2	\$360	4	\$520		\$0		\$0	6	\$880			
Total Base Fees		20	\$3,600	52	\$6,760	16	\$1,600	0	\$0	88	\$11,960	\$11,960	

	Engineering Project Manager										Sub-Task Total
	Engineering Project Manager		Engineering Professional Engineer		Engineering Staff Engineer		Engineering CADD Technician		Total		
	hours	fees	hours	fees	hours	fees	hours	fees	hours	fees	
		\$180		\$130		\$100		\$90			
Task 4.2 Structural Eng Post Design Services											
Review Shop Drawings	2	\$360	6	\$780	6	\$600		\$0	14	\$1,740	
Respond to RFI's	4	\$720	8	\$1,040		\$0		\$0	12	\$1,760	
Perform Site Visits	2	\$360	6	\$780		\$0		\$0	8	\$1,140	
Production Pile Analysis	2	\$360	4	\$520	4	\$400		\$0	10	\$1,280	
Total Base Fees	8	\$1,440	24	\$3,120	6	\$600	0	\$0	34	\$5,920	\$5,920
Total Fees	262	#REF!	250	#REF!							\$69,910

EXHIBIT "B"

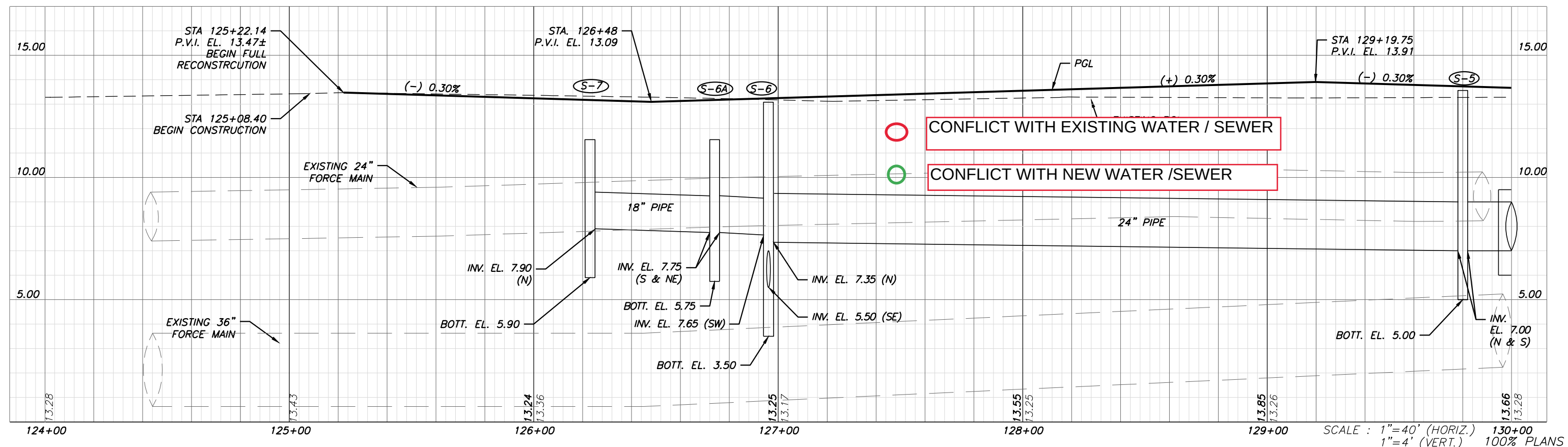
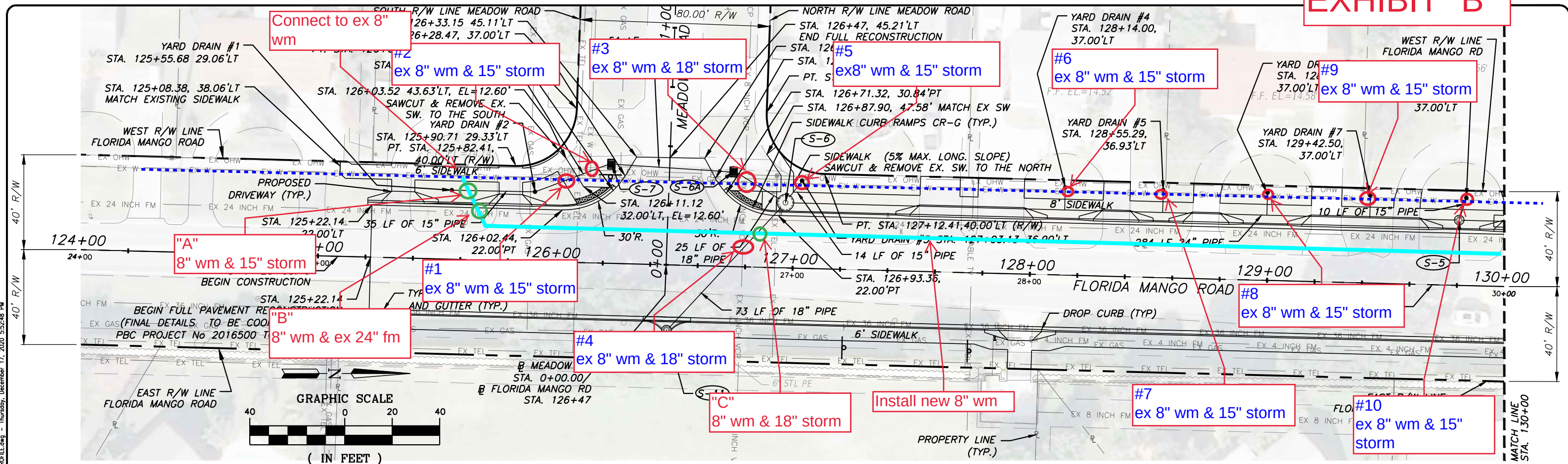


EXHIBIT "B"

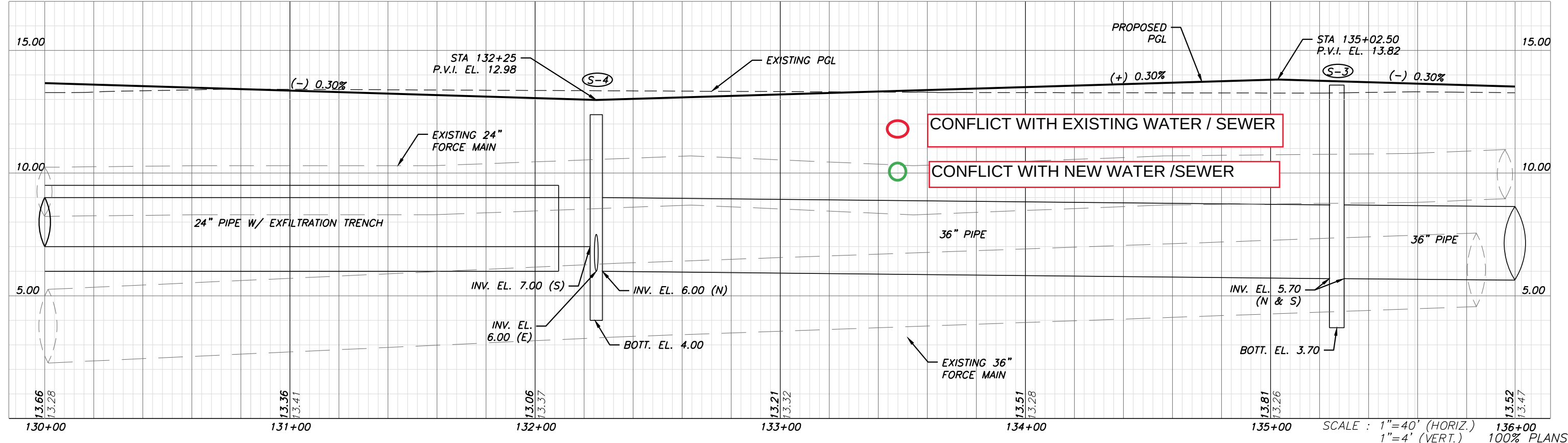
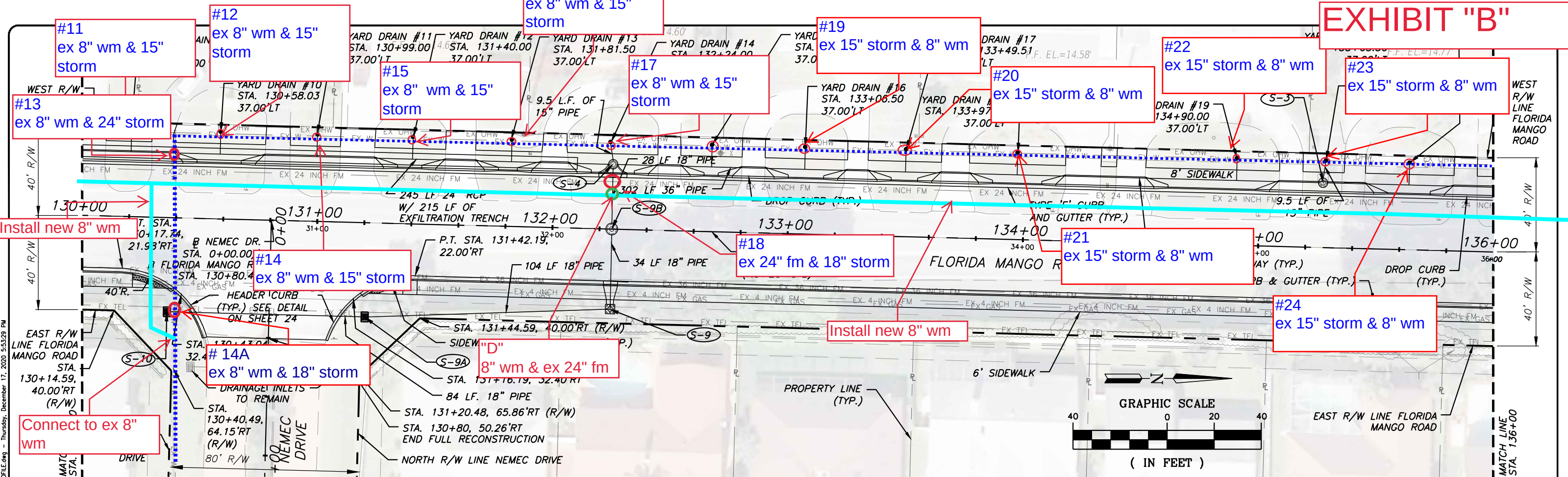
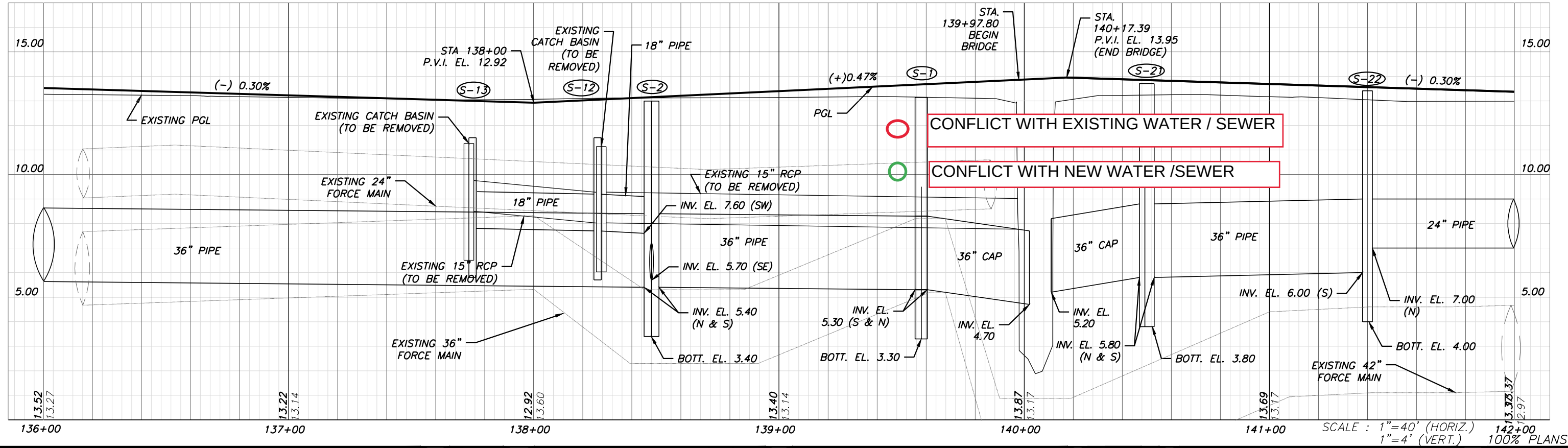
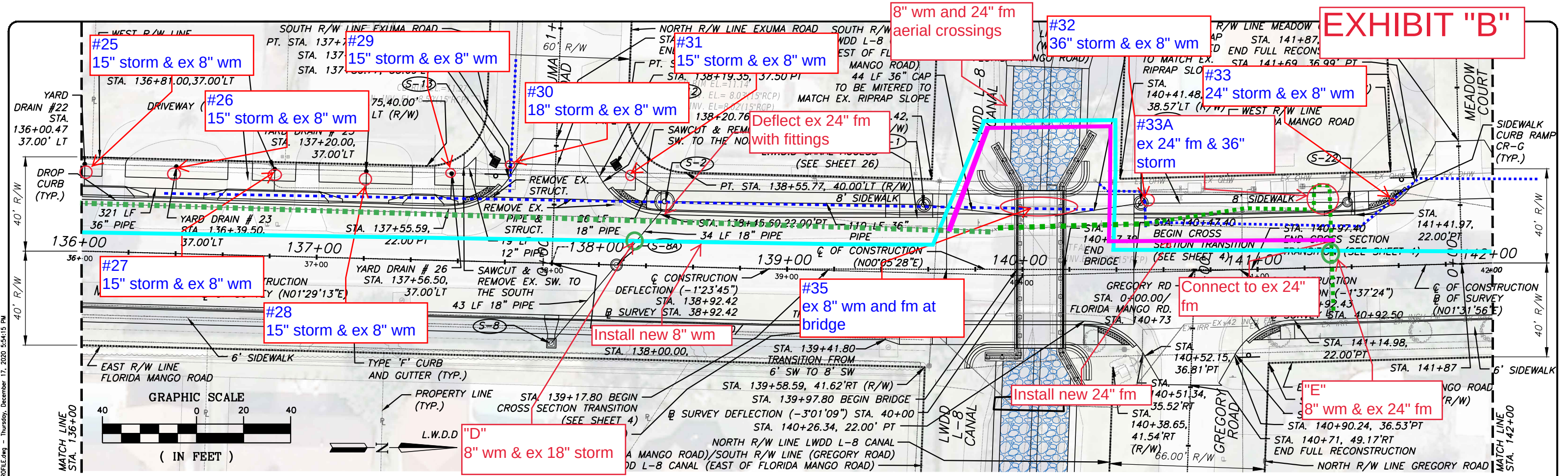


EXHIBIT "B"



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Civil & Structural Engineers
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Alan Gerwig & Associates, Inc.
12798 W. Forest Hill Blvd., Suite 201
Wellington, FL 33414
CA #7969
Civil and Structural Engineers

Scale: AS NOTED
Approved: SAC
Drawn: RM
Checked: LP
Date: 12/17/2020

No.	Revision	By	Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

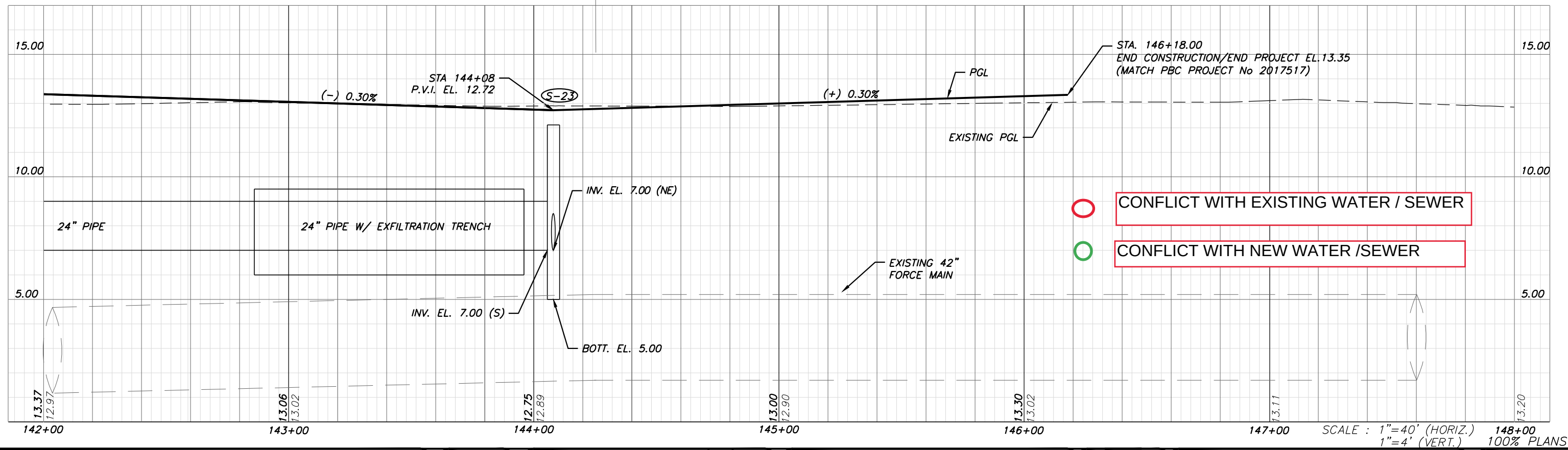
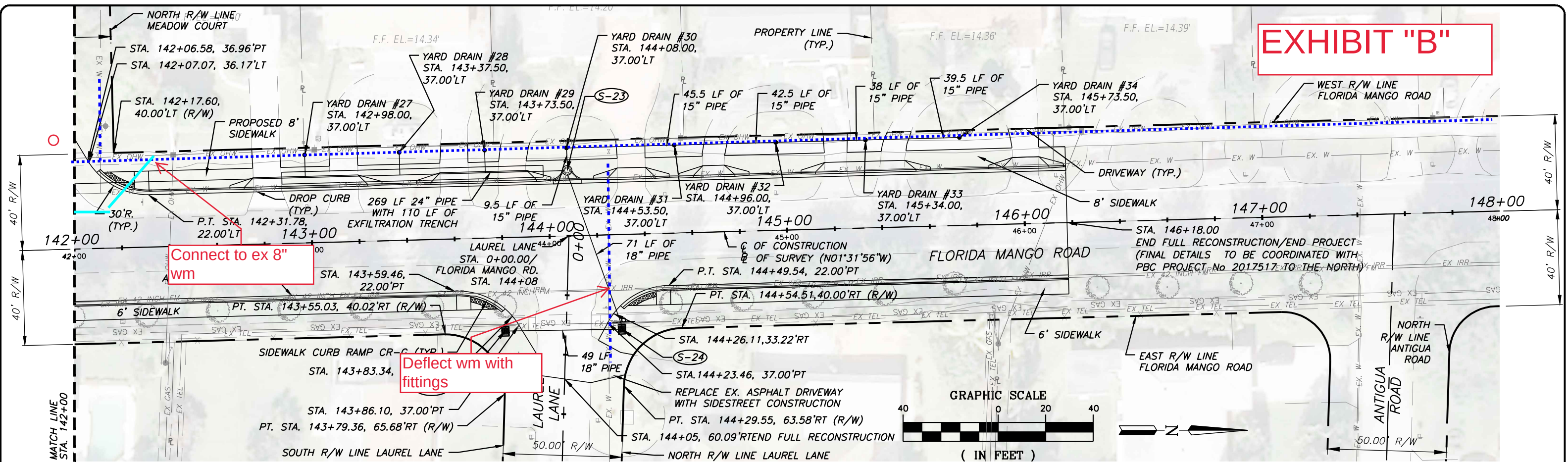
SIMON A. COLEMAN, P.E.
License No. 68929

FLORIDA MANGO ROAD
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

ROADWAY PLAN & PROFILE

Sheet: 11
or: 55
Project No.: 2015520

H:\Drawings\2019\Bach County Annual Structural Contract 2011 (11-001)\F. Mango Over L-8 Canal (14-008N)\09-WRK-DWG\14-008N_CB-C11. ROADWAY PLAN & PROFILE.dwg - Thursday, December 17, 2020 5:55:11 PM





Village of Palm Springs

PUBLIC SERVICE DEPARTMENT MEMORANDUM

TO: Rich Reade

FROM: Matthew Hammond

CC: Justin Lucas, Kim Glas-Castro, Chad Girard

RE: General Services Agreement – Wantman Group

DATE: April 2, 2019

Please find the partially executed *Agreement for Professional Services* pursuant to Request for Qualifications (RFQ) 2019R-001 for Wantman Group, Inc. for your signature. The fee schedule and terms have been negotiated with the Consultant in coordination with the Parks & Recreation and Planning, Zoning & Building Departments. There are no material changes to the agreement template provided in the RFQ and presented to the Council at the February 14, 2019 Council Meeting. In accordance with the Council action at this meeting, the Village Manager has been provided authorization to approve and execute each of the Agreements once negotiations have been completed.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 4th day of April, 2019, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Wantman Group Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. SCOPE OF WORK; TERM; AND COMPENSATION

The Village has awarded the Consultant the non-exclusive right to provide the City with professional services ("services").

The scope of work for each project shall be as set forth in in each Work Authorization and incorporated herein and shall set forth the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

This non-exclusive Agreement does not guarantee that the Village will utilize Consultant in any capacity or for any services identified herein. When the Village identifies a need for the Consultant's services, the Village will request a proposal from the Consultant to provide the services requested. The Consultant's proposal shall be submitted in the format of the sample Work Authorization, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the Consultant's fee schedule agreed to by the Village, attached hereto and incorporated herein as **Exhibit "B"**. If a subconsultant(s) is to be utilized for services under a Work Authorization, the Consultant shall obtain a written proposal from the subconsultant(s) and attach the same to the Consultant's proposal submitted to the Village. Upon receipt of the Consultant's proposal, the Village shall decide in its sole discretion whether to award the Work Authorization to the

Consultant. If the Work Authorization is awarded to the Consultant, the Consultant shall commence the identified services upon receipt of a Notice to Proceed from the Village or upon the Consultant's receipt of a Purchase Order for the services. The Village reserves the right to reject any and all proposals submitted by the Consultant.

This non-exclusive Agreement shall become effective upon approval by the Village Council and execution by the Mayor and shall have an initial term of five (5) years with three (3) optional one (1) year renewals. The Village Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the Village.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the Consultant to the Village will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the Consultant to work with the Village and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the requirements of this Agreement.
- C. The Consultant designates Brett Oldford, as its representative to act as liaison with the Village. The representative shall manage and coordinate Village projects and is hereby authorized to act on behalf of the Consultant on any other related matter with respect to performance of services for the Village in accordance with the Agreement. Any change to name another person shall be requested in writing to the Village and shall be approved by the Village.
- D. Consultant shall attend all meetings, as specified or as defined in this Agreement.

III. TIME OF PERFORMANCE

- A. The Consultant will begin work promptly after the issuance of a Work Authorization.
- B. The Consultant's services called for under the Agreement shall be completed in accordance with the schedule contained in each Work Authorization. If the Consultant's services are unreasonably delayed by the Village in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the Village within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

IV. COMPENSATION

The Village will compensate the Consultant for the services performed and not to exceed the hourly rate provided in **Exhibit "B"** and the budget in each Work Authorization.

- A. Lump Sum Work Authorizations: The Village shall pay the Consultant the lump sum, not to exceed amount(s) set forth in an approved Work Authorization. The Consultant expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved Work Authorization shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Village unless approved by written amendment to the Work Authorization by the Village Manager or Village Council (depending on the Village's required level of approval for such additional costs). In no case shall the Consultant bill the Village for any amount not stated in an approved Work Authorization or written amendment thereto.
- B. Reimbursable Expenses: The Consultant's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved Work Authorization or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. Consultant shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.
- C. Direct Project Expenses: Unless otherwise specifically stated in an approved Work Authorization, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the Consultant or its subconsultants or its subcontractors, and the use of the Consultant's and employee's automobiles shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Village and the Consultant shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**
- D. Additional Services: If the Village seeks to utilize the Consultant for any additional services related to the services identified herein, the Village and Consultant will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Village in the form of a Work Authorization prior to said services being provided.

V. PAYMENT

The Village agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the Village's representative. The Consultant shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report of work shall be

submitted in the format of the sample Monthly Project Status Update, attached hereto and incorporated herein as **Exhibit "C"**. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

The Consultant shall pay all applicable sales taxes; or the Village shall provide to the Consultant the tax exemption information, where and if appropriate.

In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Village. The Consultant will be paid for all services rendered through the date of termination

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings and CADD disks in a format compatible with Village's Computer system shall be given to the Village. Details, design calculations, and all other documents and plans that result from the Consultant's services under this Agreement shall become and remain the property of the Village, including copyright rights, whether the project is completed or not, and will be delivered to the Village upon demand. Consultant reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the Consultant will furnish copies to the Village upon request.

B. Copies of Documents:

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the Village's processes, as well as other governmental authorities. Any use by the Village of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the Village's sole risk, and the Consultant shall have no responsibility or liability therefore.

C. Insurance:

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

- a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:
 - a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - d. Broad Form Property Damage
 - e. Contractual Coverage applicable to this specific Agreement.
 - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00.

Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional

insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction.
7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 15 hours of services related to litigation or dispute resolution. Any such services in excess of 15 hours shall be an extra service.

E. Assignment:

The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

F. Confidential Information:

During all times that the Consultant is employed on behalf of the Village and at all times subsequent to the date of this contract, all discussions between the Village and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the Village not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the Village, unless mandated by order of the court.

G. Subconsultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the Village.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

VILLAGE of Palm Springs

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

CONSULTANT

Wantman Group, Inc.
2035 Vista Parkway
West Palm Beach, FL 33411

I. Request for Qualifications:

The Request for Qualifications (RFQ) is hereby incorporated within and made an integral part of this Agreement.

J. Records:

Records of all expenses relative to each task shall be kept on a generally recognized accounting basis and shall be available to the Village or its authorized representative at mutually convenient times.

K. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

L. Equal Opportunity Employment:

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

M. Prohibition against Contingent Fees:

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

N. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The Village shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the Consultant. The Consultant agrees to provide all documents to the Village. Further, prior to the Consultant's destruction of any of the above referenced documents, the Village shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the Village in order to provide for a smooth transition period.

O. Indemnification:

The Consultant agrees to indemnify and hold harmless the Village, its council members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

Neither the Consultant nor the Village nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless that (i) either party has been advised of the possibility of such damages and (ii) that such damages may be foreseeable.

P. Interest of the Consultant:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

Q. Compliance with Laws:

The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

R. Jurisdiction; Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Springs County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Springs County.

S. Internal Dispute between Owner and Consultant:

The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

T. Entire Agreement and Conflicts:

This Agreement, including the RFQ, Consultant's response to the RFQ and any exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral.

This Agreement consists of the terms and conditions provided herein and Exhibits; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein, if any); and Consultant's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the Consultant's response to the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

In the event Community Development Block Grant (CDBG) funds are used for a project, the requirements of the CDBG Agreement with Palm Beach County shall apply and in the event of any conflict, the CDBG Agreement shall be first in order of precedence. The Consultant shall abide by all requirements and obligations imposed on the Village (or as otherwise identified) under the CDBG Agreement. This includes all requirements stated in the Requirements for Federally Funded Projects (a copy of which is attached hereto as **Exhibit "D"**). If the CDBG Agreement is terminated for any reason, this Agreement and the Agreement Documents will also be terminated unless agreed in writing by the Village and Consultant to be extended.

U. Palm Beach County Inspector General:

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.

V. Public Records:

Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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.

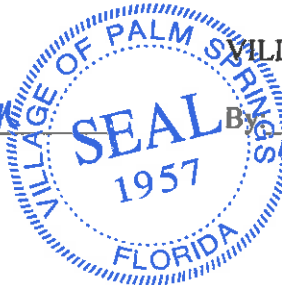
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

THE REST OF THE PAGE IS LEFT BLANK

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

Kimberly Glynne
Village Clerk



VILLAGE OF PALM SPRINGS

By: [Signature]
Mayor: V. L. Mayes

Approved as to Form:

[Signature]
Village Attorney

WITNESSES:

WANTMAN GROUP, INC.

By: [Signature]
BRETT OLDGORD, PE
DIRECTOR - CIVIL ENGINEERING

(Name Printed or Typed)

(Name Printed or Typed)

State of Florida Beach
County of Palm Spring

BEFORE ME, the foregoing instrument, this 28 day of March, 2019, was acknowledged by Brett Oldford, Director, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 28 day of March, 2019.

(SEAL)

[Signature]
Notary Public

My Commission Expires: 3-31-22



Cyndy Little
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG189612
Expires 3/31/2022

EXHIBIT A



VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. _____ G/L CODE: _____

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated DATE between the Village of Palm Springs ("VILLAGE"), and CONSULTANT NAME ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Brief description of project...

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – NAME

Scope details...

TASK 2 – NAME

Scope details...

Subtask 2.1 - Name

Scope details...

TASK 3 – NAME

Scope details...

III. DELIVERABLES

Deliverables for each task including quantities and formats...

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

Table X
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Activity 1		
Activity 2*		
Activity 3*		
Activity 4		

* The schedule is based upon conducting a review meeting within X calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within X calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$X,XXX.XX as outlined in Table [X] and further detailed in Attachment [X].

Table X
Budget Summary

Description	Total
TOTAL	

VI. ASSUMPTIONS

Assumptions, items not included, etc...

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated **MONTH DAY, 2018**, by and between the Village of Palm Springs ("VILLAGE") and **CONSULTANT NAME ("CONSULTANT")**. Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CONSULTANT NAME

VILLAGE OF PALM SPRINGS

By: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over \$25,000)

GENERAL CONSULTING SERVICES - RFQ # 2019R-001

POSITION RATES

3/29/2019

POSITION / CLASSIFICATION	RATE @ 3.0
Engineering	
Principal Engineer	\$210.00
Sr. Project Manager	\$180.00
Project Manager	\$155.00
Senior Professional Engineer	\$150.00
Professional Engineer	\$130.00
Field Engineer	\$130.00
Staff Engineer (EI)	\$100.00
Sr. Designer / CADD Technician	\$120.00
Designer / CADD Technician	\$90.00
Sr. Environmental Scientist	\$150.00
Environmental Scientist	\$120.00
Architectural	
Principal Architect	\$210.00
Director of Operations-Principal	\$210.00
Project Manager	\$150.00
Quality Control Reviewer	\$160.00
Revit/AutoCAD Technician	\$120.00
Graphic Designer	\$100.00
Sr. Project Designer	\$210.00
Administrative Support Staff	\$60.00
Surveying	
Principal Surveyor	\$190.00
Project Manager	\$170.00
Senior Professional Surveyor	\$155.00
Professional Surveyor	\$140.00
Staff Surveyor	\$100.00
2 Man Field Crew (fixed rate)	\$130.00
3 Man Field Crew (fixed rate)	\$160.00
Utility Coordinator	\$120.00
2 Man Utility Designating Crew (fixed rate)	\$130.00
Vacuum Excavation Crew (fixed rate)	\$210.00
Laser Scan Crew (fixed rate)	\$250.00
Hydrographic/Bathymetric Crew (fixed rate)	\$325.00
Planning / Landscape Architecture	
Principal Planner / Landscape Architect	\$190.00
Sr. Project Manager	\$170.00
Project Manager	\$150.00
Planner / Designer	\$100.00
Other	
Expert Witness	\$300.00
Grant Writing / Funding Specialist	\$155.00
GIS Technician	\$100.00
Administrative Assistant	\$55.00

- 1) Rates are valid for 3 years from the agreement date.
- 2) Revisions will be based on the Consumer Price Index (CPI) for the following year.
- 3) Subconsultants – Billed at cost
- 4) Mileage Inside of Palm Beach County – Included in hourly rates.
- 5) Mileage Outside of Palm Beach County – Billed per mile at current IRS rate
- 6) Postage and Reproduction – Included in hourly rates



GENERAL CONSULTING SERVICES - RFQ # 2019R-001
POSITION DESCRIPTION

POSITION / CLASSIFICATION	POSITION OVERVIEW	RESPONSIBILITIES	EDUCATION / EXPERIENCE
Engineering			
Principal Engineer	Fully responsible for overall organization, execution and management of the engineering department and all projects.	Has full responsibility for interpreting, organizing, executing and coordinating engineering projects which have unique or controversial issues and an important effect on major programs.	BSCE, FL Registered PE / 20+ yrs Exp
Sr. Project Manager	Responsible for overall management of the project execution, team members, finances and schedule. Serves as single point of contact with the Client.	Reviews milestone submittals and complete project documents for conformity and quality assurance. Supervises all staff necessary to complete assignments. Prepares scopes, budgets, and schedules for assignments. Prepares proposals for professional services. Oversees the technical, legal, and financial issues the project.	BSCE, FL Registered PE / 15+ yrs Exp
Project Manager	Responsible for overall management of the project execution, team members, finances and schedule. Serves as single point of contact with the Client.	Reviews milestone submittals and complete project documents for conformity and quality assurance. Supervises all staff necessary to complete assignments. Prepares scopes, budgets, and schedules for assignments. Prepares proposals for professional services. Oversees the technical, legal, and financial issues the project.	BSCE, FL Registered PE / 10+ yrs Exp
Senior Professional Engineer	Responsible for the execution of technical subject matter required to complete the work.	Perform work involving the application of all conventional aspects of the subject matter of the assignment. Exercise judgment in the independent evaluation, selection, and substantial adaptation and modification of standard.	BSCE, FL Registered PE / 10+ yrs Exp
Professional Engineer	Evaluates, selects, and applies standard techniques, procedures, and criteria to perform a task or sequence of tasks for conventional projects with few complex features.	Performs moderate design tasks, prepares portions of project documents, edits specifications, perform research and investigations. Receive instruction on specific objectives, direction on unconventional and/or complex issues, and possible solutions. Receive a thorough review of completed work for application of sound professional judgment.	BSCE, FL Registered PE / 4-10 yrs Exp
Field Engineer	Responsible for the implementation of the construction documents by the part of the contractor.	Provides construction engineering inspection, full-time or part-time field observation. Has the ability to make non-major design revisions in the field without the supervision of senior staff. Prepares daily logs and filed reports, conducts construction meetings, reviews pay applications and acts as the company representative during construction.	BSCE, FL Registered PE / 4-10 yrs Exp
Staff Engineer (EI)	Performs basic design tasks, assists on other tasks such as: preparation of permit applications, material testing, drawings, and computer-aided design work.	Develop plans, specifications, and calculations as needed on assigned tasks. Is technically involved in the resolution of design issues that may include detailed design work and detailed checking of design computations done by others, or general coordination of specific design aspects into a project.	BSCE, EI / 0-4 yrs Exp
Sr. Designer / Sr. CADD Technician	Performs design tasks as part of design drawing preparation.	Set up project drawings, drafting standards, and work with project engineer in the development of project plans.	10+ yrs Exp
Designer / CADD Technician	Performs basic design tasks as part of design drawing preparation.	Set up project drawings, drafting standards, and work with project engineer in the development of project plans.	4+ yrs Exp

GENERAL CONSULTING SERVICES - RFQ # 2019R-001
POSITION DESCRIPTION

POSITION / CLASSIFICATION	POSITION OVERVIEW	RESPONSIBILITIES	EDUCATION / EXPERIENCE
Senior Environmental Scientist	Responsible for the execution of technical subject matter required to complete the work.	Perform work involving the application of all conventional aspects of the subject matter of the assignment. Exercise judgment in the independent evaluation, selection, and substantial adaptation and modification of standard.	BS. Env. Science or Biology / 10+ yrs Exp
Environmental Scientist	Performs basic tasks, assists on other tasks such as: field investigation, phase I environmental assessments, wetland delineation, sampling and report preparation.	Develop studies, investigations, reports and plans needed for assigned tasks. Is technically involved in the completion of tasks that may include report preparation and detailed checking done by others, or general coordination of specific aspects into a project.	BS. Env. Science or Biology / 0-10 yrs Exp

GENERAL CONSULTING SERVICES - RFQ # 2019R-001
POSITION DESCRIPTION

POSITION / CLASSIFICATION	POSITION OVERVIEW	RESPONSIBILITIES	EDUCATION / EXPERIENCE
Architecture			
Principal Architect	Fully responsible for overall organization, execution and management of the architectural department and all projects.	Conceptualizing designs and design input through the project's development. Reviews the progress of the construction documents, bidding and permitting and visiting job sites during construction for compliance with design intent.	- Bachelor of Science in Architecture Associate of Arts Degree 30 + years experience
Director of Operations	Responsible for the finances and schedule and assists in the management of various projects.	Provides input to initial stages of a project to make sure schedules and project procedures are being implemented. Provides additional input in the construction documents, bidding and permitting phases.	Mechanical Engineering Degree 30 + years experience
Project Manager	Responsible for overall management of the project execution and team members. Serves as single point of contact with the Client.	Works closely with the Director of Operations in the preparation and monitoring of project schedules and the production of construction documents and specifications; including coordination of REG's and client's consultants. Meets weekly with the Design and Construction Managers to make sure that projects move along their schedules and are being properly detailed and produced so that the design intent is easily achieved in the construction phase.	Bachelor of Architecture 12 + years experience
Quality Control	As Director Emeritus, shares his multiple talents and knowledge with the managing principals and department managers.	Preparing of design renderings; investigating zoning and building code issues; providing details and quality control to construction documents and assists with consultants coordination.	Bachelor of Architecture 50 + years experience
Graphic Designer	Provides graphic imagery to aid in the representation and progress of the project.	Creates marketing and charrette materials including illustrative graphs and charts for the project. Also, pictorial depictions of architectural styles and assistance with slide show presentations if needed for board and review meetings.	PhD in Architecture experience 7 years
Revit/AutoCAD Technician	Creates construction documents using AutoCAD and Revit software.	Preparation of construction documents including addition of specifications. Assists project manager in coordination with consultants, manufacturers, regulatory agencies and client.	Master of Architecture years experience 4
Sr. Project Designer	Performs design tasks as part of design drawing preparation.	Manages all projects through the design phase and then assists the Project Managers in answering any design related issues that may arise during production of construction documents and construction phases. Coordinate design input from conceptals through planning and zoning through design development.	Master of Architecture 37 + years experience
Administrative Support Staff	Assists in administrative duties for documentation and record keeping for the project.	Assists with contract preparation, required insurance and correspondence for project. Maintains organized project files and records. Assists in typing responses to RFIs and preparation of Field Reports.	15 years experience

GENERAL CONSULTING SERVICES - RFQ # 2019R-001
POSITION DESCRIPTION

POSITION / CLASSIFICATION	POSITION OVERVIEW	RESPONSIBILITIES	EDUCATION / EXPERIENCE
Surveying			
Principal Surveyor	Fully responsible for overall organization, execution and management of the survey department and all projects.	Has full responsibility for interpreting, organizing, executing and coordinating survey projects which have unique or controversial issues and an important effect on major programs.	BSGeomatics, FL Registered PSM / 20+ yrs Exp
Project Manager	Responsible for overall management of the project execution, team members, finances and schedule. Serves as single point of contact with the Client.	Reviews milestone submittals and complete project documents for conformity and quality assurance. Supervises all staff necessary to complete assignments. Prepares scopes, budgets, and schedules for assignments. Prepares proposals for professional services. Oversees the technical, legal, and financial issues the project.	BSGeomatics, FL Registered PSM / 15+ yrs Exp
Senior Professional Surveyor	Responsible for the execution of technical subject matter required to complete the work.	Perform work involving the application of all conventional aspects of the subject matter of the assignment. Exercise judgment in the independent evaluation, selection, and substantial adaptation and modification of standard.	
Professional Surveyor	Evaluates, selects, and applies standard techniques, procedures, and criteria to perform a task or sequence of tasks for conventional projects with few complex features.	Performs moderate survey tasks, prepares portions of project documents and performs research. Receive instruction on specific objectives, direction on unconventional and/or complex issues, and possible solutions. Receive a thorough review of completed work for application of sound professional judgment.	BSGeomatics, FL Registered PSM / 15+ yrs Exp
Staff Surveyor	Performs basic tasks, assists on other tasks such as: preparation of surveys, plats, easements/permit applications, material testing, drawings, and computer-aided design work.	Develop plans, specifications, and calculations as needed on assigned tasks. Is technically involved in the resolution of design problems that may include detailed design work and detailed checking of design computations done by others, or general coordination of specific design aspects into a project.	BSGeomatics, FL Registered PSM / 4-10 yrs Exp
2 Man Field Crew/3 Man Field Crew			BSGeomatics, FL Registered PSM / 0-4 yrs Exp
Utility Coordinator	Responsible for the coordination of the proposed project improvements with the existing Utility Agency Owners (UAOs), for the purpose of reducing or eliminating impacts to their existing utility facilities.	Responsible for the coordination of the proposed project improvements with the existing UAOs. Identify the UAOs, review project plans, create a utility conflict matrix and meet with Utility Agency Owners for the purpose of resolving conflicts, minimizing impacts to their facilities, and coordinating unresolved conflicts with the proposed project improvements.	4+ yrs. State, County or Municipal project related experience with the utility coordination process and/or related field
Utility Designating Crew	Field crew services. Quality Level B designation services include marking the horizontal alignment of the investigated facility, as determined from the surface with standard geophysical techniques.	Review project plans, meet with the UAOs in the field, provide designation services necessary to mark the horizontal alignment of the underground facility as determined from the surface. This may include survey related services or coordination of those services.	1+ years State, County or Municipal project related experience designating underground utility facilities
Vacuum Excavation Crew	Field crew services. Quality Level A vacuum excavation test hole services include exposing the facility with non-destructive techniques and accurately marking the horizontal and vertical location of the visible utility facility.	Review project plans, meet with the UAOs in the field, follow the Sunshine 811 ticket protocol, provide non-destructive excavation services necessary to expose, measure and mark the horizontal and vertical location of the underground facility. This may include survey related services or coordination of those services.	1+ years State, County or Municipal project related experience providing Quality Level A utility locating services
Laser Scan Crew			
Hydrographic/Bathymetric Crew			

GENERAL CONSULTING SERVICES - RFQ # 2019R-001
POSITION DESCRIPTION

POSITION / CLASSIFICATION	POSITION OVERVIEW	RESPONSIBILITIES	EDUCATION / EXPERIENCE
Planning / Landscape Architecture			
Principal Planner / Landscape Architect	Fully responsible for overall organization, execution and management of the Planning/LA Department projects.	Has full responsibility for interpreting, organizing, executing and coordinating projects which have unique or controversial issues and an important effect on major programs.	BSLA, Registered LA or AICP, 20+ yrs. Exp
Sr. Project Manager	Responsible for overall management of the project execution, team members, finances and schedule. Serves as single point of contact with the Client.	Reviews milestone submittals and complete project documents for conformity and quality assurance. Supervises all staff necessary to complete assignments. Prepares scopes, budgets, and schedules for assignments. Prepares proposals for professional services. Oversees the technical, legal, and financial issues the project.	Registered LA or AICP, 15+ yrs Exp
Project Manager	Responsible for overall management of the project execution, team members, finances and schedule. Serves as single point of contact with the Client.	Reviews milestone submittals and complete project documents for conformity and quality assurance. Supervises all staff necessary to complete assignments. Prepares scopes, budgets, and schedules for assignments. Prepares proposals for professional services. Oversees the technical and financial issues the project.	10+ yrs Exp
Planner / Designer	Performs basic design tasks, assists on other tasks such as: preparation of site plans, landscape architecture plans and computer-aided design work.	Develop plans and specifications needed on assigned tasks. Is technically involved in the resolution of design issues that may include detailed design work and detailed checking done by others, or general coordination of specific aspects into a project.	2+ yrs Exp

GENERAL CONSULTING SERVICES - RFQ # 2019R-001
POSITION DESCRIPTION

POSITION / CLASSIFICATION	POSITION OVERVIEW	RESPONSIBILITIES	EDUCATION / EXPERIENCE
Other			
Expert Witness	Fully skilled and knowledgeable in the design, construction and maintenance of specific disciplines.	Acting as experts in their field, typically provide litigation support for construction related issues including construction delays, construction defects, construction safety and other related issues.	4-yr degree from an accredited University, Licensed in the particular field of practice / 25+ yrs EXP.
Grant Writing / Funding Specialist	Responsible for project funding analysis, grant and loan availability analysis, coordination and development of grant applications, post-grant award monitoring and tracking, invoicing and reporting, and assistance with grant audits as necessary.	Review project funding goals, develop alternative funding method analysis including review of grant and loan availability and schedule, specific grant conditions and requirements, and development of required grant application documentation. Following grant award provide assistance with grant management, reimbursement packages and overall grant compliance and coordination. Assist with grant close-out and audit requirements as necessary.	B.S. Environmental Engineering, FL Registered PE / 10+ yrs Exp of local, regional, state and federal funding grant applications for public entities in the State of Florida.
GIS Technician	Performs basic design tasks as part of GIS drawing or database preparation.	Set up project drawings, drafting standards, and work with project engineer in the development of project plans.	4+ yrs Exp
Administrative Assistant	Provides administrative and office related support for projects.	Support staff preparing submittals, project coordination and communication, bookkeeping, word processing and file organization.	2 yrs Exp as an Administrative Assistant



EXHIBIT C

Monthly Project Status Update

Reporting Period: **MONTH**

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

Task No.	Description	Budget	Invoiced to Date	Percent Spent
1		\$0	\$0	#DIV/0!
2		\$0	\$0	#DIV/0!
3		\$0	\$0	#DIV/0!
4		\$0	\$0	#DIV/0!
Total		\$0	\$0	#DIV/0!

Change Orders:

Schedule

Notice to Proceed: **MM/DD/YYYY**

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

Additional Comments Not Reflected Above (e.g., Major Issues, Scope Changes, Regulatory Concerns, etc.)

EXHIBIT D

PALM BEACH COUNTY

DEPARTMENT OF ECONOMIC SUSTAINABILITY

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

CONSULTANTS

PROJECT NAME:	
----------------------	--

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this solicitation, the requirements contained herein shall govern.

Note: This document must be included in the bid documents for this project, and it must be made part of the contract/subcontracts for the project.

1. **General Requirements:**

The following requirements are attached:

- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause

2. **Forms to be completed and submitted by all bidders with their bids:**

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of Consultant
- Certification of Non-segregated Facilities

3. **Form for the successful bidder for use by subcontractors after contract award:**

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. **Report to be submitted to County by the successful bidder after contract award:**

- Contract Award Report to be submitted as follows:
 - With the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - With the final payment request

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE
ORDER 11246

During the performance of this contract, the consultant/contractor agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The consultant will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The consultant agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The consultant will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

NON-COLLUSION AFFIDAVIT OF CONSULTANT

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Brett Oldford,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is Director - Civil Eng of WGI (Walter Group, Inc),
the Consultant that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: Brett Oldford

Subscribed and sworn to (or affirmed) before me this 1st day of April, 2019 by
Brett Oldford, who is personally known to me or who has produced
_____ as identification.

NOTARY SEAL: Cyndy Little
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG189612
Expires 3/31/2022



Notary Signature: Cyndy Little

Notary Name: Cyndy Little

Notary Public-State of Florida

PALM BEACH COUNTY

DEPARTMENT OF ECONOMIC SUSTAINABILITY

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, Brett Oldford, who, after being by me first duly sworn, deposes and says:

(1) I am DIRECTOR-ENGINEERING of WGI (WANTMAN GROUP, INC), the consultant that has submitted a proposal to perform work for the following project:

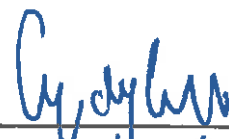
Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or awarded in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: 

Subscribed and sworn to (or affirmed) before me this 1st day of April 2019 by Brett Oldford, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL: Cyndy Little
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG189612
Expires 3/31/2022

Notary Signature: 

Notary Name: Cyndy Little

Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF CONSULTANT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Brett Oldford, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:
(1) He/she is the Director - Civil Eng. of WGE/Warrior Group, hereinafter referred to as the "Consultant"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract;

(3) The Consultant nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract;

(4) The Consultant acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action;

(5) The Consultant acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Consultant acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "Consultant" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Contract, its contract with the "Consultant" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its actions.

Signature: Brett Oldford

Subscribed and sworn to (or affirmed) before me this 1st day of April, 2019 by Brett Oldford, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL: Cyndy Little
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG189612
Expires 3/31/2022

Notary Signature: Cyndy Little

Notary Name: Cyndy Little

Notary Public State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Consultant certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address:

WANTMAN GROUP, INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411



Signature

BRETT OLOFORD, PE DIRECTOR/CIVIL ENGINEERING
Name and Title

3/29/19
Date

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

Sub-Consultants

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

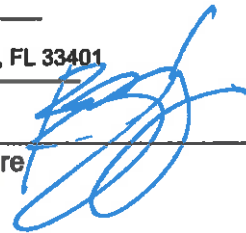
Project Name: _____

Subcontractor Name: REG Architects, Inc.

Address: 300 Clematis Street, 3rd Floor, West Palm Beach, FL 33401

By: Rick Gonzalez, AIA, President
Name and Title

Signature



April 1, 2019

Date

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

Sub-Consultants

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

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4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: Johnson, Levinson, Ragan, Davila, Inc.

Address: 1450 Centrepark Blvd #350 West Palm Beach FL 33401

By: TIMOTHY FEAGANS, OFFICER
Name and Title

Timothy M. Feagan
Signature

3-29-19
Date

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

Sub-Consultants

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

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4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: Collective Water Resources, LLC

Address: 8461 Lake Worth Road, Suite 231 Lake Worth, FL 33467

By: Elizabeth Perez

Name and Title



Signature

March 29, 2019

Date

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

Sub-Consultants

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: CRS Max Consultants, Inc.

Address: 3331 NW 71 Street, Coconut Creek, FL 33073

By: Cathy L. King, President

Name and Title

Signature

Cathy L. King

Date

4/1/2019

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

Sub-Consultants

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

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1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: Tierra South Florida, Inc.

Address: 2765 Vista Parkway, H-10, West Palm Beach, FL 33411

By: Raj Krishnasamy / President

Name and Title

Signature

Date

4/1/19

CONTRACT AWARD REPORT

SAMPLE

Project Name:		Report Date:	
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Consultant Information - Consultant contracts funded in whole or in part by DES

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code
//////////							//////////	///					

Sub-Consultant Information – Consultant sub-contracts funded in whole or in part by DES

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address				
									Name	Street	City	State	Zip Code
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(A) Type of Trade Codes:

Concern: Enter Yes or No

1 = New Construction

2 = Substantial Rehab

3 = Repair

4 = Service

5 = Project Mangt.

6 = Professional

7 = Tenant Services

8 = Education/Training

9 = Arch./Engng./Appraisal

0 = Other

(B) Racial/Ethnic Codes

1 = White Americans

2 = Black Americans

3 = Native Americans

4 = Hispanic Americans

5 = Asian/Pacific Americans

(C) Section 3 Business**SAMPLE****DO NOT USE THIS FORM**



CAPITAL IMPROVEMENT PROJECT DETAIL

Task #	294
PROJECT #	21-UTL-563-06

Project Name: Floria Mango Road - Edgewater to Barbados	Project Manager: Chad Girard
Department: Public Service	Original Plan Date:
Location: Utilities	Date Approved:

DESCRIPTION / JUSTIFICATION:

The County is in the process of widening Florida Mango Road from Edgewater Drive to Barbados Road. The Village of Palm Springs is required to relocate its utilities within the right of way. The utility work needed will include the relocation of approximately 2000 LF of asbestos cement watermain and approximately 300 LF of 24" forcemain, as well as an aerial crossing.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Land/Easement Acquisition							-
Architectural Services							-
Engineering & Planning	69,910						69,910
Construction		800,000					800,000
Equipment							-
Improvement (utility, lighting)							-
Other (Specify)							-
TOTAL PROJECT COSTS	69,910	800,000	-	-	-	-	869,910
SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY							
One Cent Sales Tax Funding							
Grant Funding (Grant Name):							
CDBG							
FRDAP							
PBC							
Other (Specify)							
Water & Sewer Enterprise Fund (41336)	69,910	800,000					869,910
Stormwater Enterprise Fund (42338)							-
Undetermined							
TOTAL PROJECT REVENUE	69,910	800,000	-	-	-	-	869,910

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Additional Revenues							
Charges for Services							-
Other Revenues							-
Less Additional Expenditures							
New Personnel							-
Maintenance and Other Operating							-
Contracts & Leases							-
Non Operating (Debt Service)							-
Net Annual Impact on Operations	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-



Palm Beach County
Board of County Commissioners
Engineering and Public Works Department
2300 North Jog Road
West Palm Beach, FL 33411-2741

PRST STD
ECRWSS
US POSTAGE
PAID
PERMIT #685
WEST PALM BEACH, FL
EDDM

TO: Residential and Business Customers

NOTICE TO RESIDENTS AND BUSINESSES

Roadway Widening Project Coming Soon To:

FLORIDA MANGO ROAD

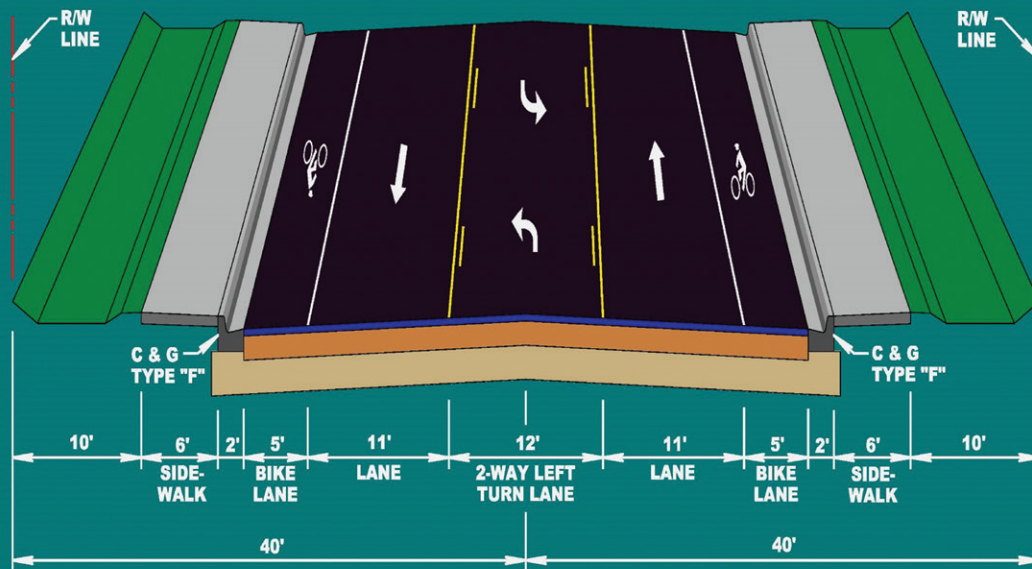
Palm Beach County will widen Florida Mango Road from Edgewater Drive to Barbados Road. The existing two-lane roadway will be reconstructed as 3-lane roadway with a continuous bi-directional center turn lane, and curb and gutter and drainage, paved shoulders, and sidewalks located on both sides of the roadway. The improvements also include replacement of the bridge over the L.W.D.D. L-8 Canal.

The project construction is anticipated to start in early 2022.

**Additional information is available for viewing
on the Roadway Production webpage at:**
www.pbcgov.com/engineering/roadwayproduction



SCAN WITH SMARTPHONE



TYPICAL SECTION
80' RIGHT OF WAY
SPEED LIMIT = 35 MPH

C&G: Curb & Gutter
R/W: Right-of-Way



**Palm Beach County
Board of County Commissioners**

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

The 2020 Florida Statutes

Title XXVI

PUBLIC

TRANSPORTATION

Chapter 337

CONTRACTING; ACQUISITION, DISPOSAL, AND USE OF PROPERTY

View Entire

Chapter

337.401 Use of right-of-way for utilities subject to regulation; permit; fees.—

(1)(a) The department and local governmental entities, referred to in this section and in ss. [337.402](#), [337.403](#), and [337.404](#) as the “authority,” that have jurisdiction and control of public roads or publicly owned rail corridors are authorized to prescribe and enforce reasonable rules or regulations with reference to the placing and maintaining across, on, or within the right-of-way limits of any road or publicly owned rail corridors under their respective jurisdictions any electric transmission, voice, telegraph, data, or other communications services lines or wireless facilities; pole lines; poles; railways; ditches; sewers; water, heat, or gas mains; pipelines; fences; gasoline tanks and pumps; or other structures referred to in this section and in ss. [337.402](#), [337.403](#), and [337.404](#) as the “utility.” The department may enter into a permit-delegation agreement with a governmental entity if issuance of a permit is based on requirements that the department finds will ensure the safety and integrity of facilities of the Department of Transportation; however, the permit-delegation agreement does not apply to facilities of electric utilities as defined in s. [366.02\(2\)](#).

(b) For aerial and underground electric utility transmission lines designed to operate at 69 or more kilovolts that are needed to accommodate the additional electrical transfer capacity on the transmission grid resulting from new base-load generating facilities, the department’s rules shall provide for placement of and access to such transmission lines adjacent to and within the right-of-way of any department-controlled public roads, including longitudinally within limited access facilities where there is no other practicable alternative available, to the greatest extent allowed by federal law, if compliance with the standards established by such rules is achieved. Without limiting or conditioning the department’s jurisdiction or authority described in paragraph (a), with respect to limited access right-of-way, such rules may include, but need not be limited to, that the use of the right-of-way for longitudinal placement of electric utility transmission lines is reasonable based upon a consideration of economic and environmental factors, including, without limitation, other practicable alternative alignments, utility corridors and easements, impacts on adjacent property owners, and minimum clear zones and other safety standards, and further provide that placement of the electric utility transmission lines within the department’s right-of-way does not interfere with operational requirements of the transportation facility or planned or potential future expansion of such transportation facility. If the department approves longitudinal placement of electric utility transmission lines in limited access facilities, compensation for the use of the right-of-way is required. Such consideration or compensation paid by the electric utility in connection with the department’s issuance of a permit does not create any property right in the department’s property regardless of the amount of consideration paid or the improvements constructed on the property by the utility. Upon notice by the department that the property is needed for expansion or improvement of the transportation facility, the electric utility transmission line will be removed or relocated at the electric utility’s sole expense. The electric utility shall pay to the department reasonable damages resulting from the utility’s failure or refusal to timely remove or relocate its transmission lines. The rules to be adopted by the department may also address the compensation methodology and removal or relocation. As used in this subsection, the term “base-load generating facilities” means electric power plants that are certified under part II of chapter 403.

(2) The authority may grant to any person who is a resident of this state, or to any corporation which is organized under the laws of this state or licensed to do business within this state, the use of a right-of-way for the utility in accordance with such rules or regulations as the authority may adopt. A utility may not be installed, located, or relocated unless authorized by a written permit issued by the authority. However, for public roads or publicly owned rail corridors under the jurisdiction of the department, a utility relocation schedule and relocation agreement may be executed in lieu of a written permit. The permit must require the permitholder to be responsible for any damage resulting from the issuance of such permit. The authority may initiate injunctive proceedings as provided in s. 120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto. A permit application required under this subsection by a county or municipality having jurisdiction and control of the right-of-way of any public road must be processed and acted upon in accordance with the timeframes provided in subparagraphs (7)(d)7., 8., and 9.

(3)(a) Because of the unique circumstances applicable to providers of communications services, including, but not limited to, the circumstances described in paragraph (e) and the fact that federal and state law require the nondiscriminatory treatment of providers of telecommunications services, and because of the desire to promote competition among providers of communications services, it is the intent of the Legislature that municipalities and counties treat providers of communications services in a nondiscriminatory and competitively neutral manner when imposing rules or regulations governing the placement or maintenance of communications facilities in the public roads or rights-of-way. Rules or regulations imposed by a municipality or county relating to providers of communications services placing or maintaining communications facilities in its roads or rights-of-way must be generally applicable to all providers of communications services, taking into account the distinct engineering, construction, operation, maintenance, public works, and safety requirements of the provider's facilities, and, notwithstanding any other law, may not require a provider of communications services to apply for or enter into an individual license, franchise, or other agreement with the municipality or county as a condition of placing or maintaining communications facilities in its roads or rights-of-way. In addition to other reasonable rules or regulations that a municipality or county may adopt relating to the placement or maintenance of communications facilities in its roads or rights-of-way under this subsection or subsection (7), a municipality or county may require a provider of communications services that places or seeks to place facilities in its roads or rights-of-way to register with the municipality or county. To register, a provider of communications services may be required only to provide its name; the name, address, and telephone number of a contact person for the registrant; the number of the registrant's current certificate of authorization issued by the Florida Public Service Commission, the Federal Communications Commission, or the Department of State; a statement of whether the registrant is a pass-through provider as defined in subparagraph (6)(a)1.; the registrant's federal employer identification number; and any required proof of insurance or self-insuring status adequate to defend and cover claims. A municipality or county may not require a registrant to renew a registration more frequently than every 5 years but may require during this period that a registrant update the registration information provided under this subsection within 90 days after a change in such information. A municipality or county may not require the registrant to provide an inventory of communications facilities, maps, locations of such facilities, or other information by a registrant as a condition of registration, renewal, or for any other purpose; provided, however, that a municipality or county may require as part of a permit application that the applicant identify at-grade communications facilities within 50 feet of the proposed installation location for the placement of at-grade communications facilities. A municipality or county may not require a provider to pay any fee, cost, or other charge for registration or renewal thereof. It is the intent of the Legislature that the placement, operation, maintenance, upgrading, and extension of communications facilities not be unreasonably interrupted or delayed through the permitting or other local regulatory process. Except as provided in this chapter or otherwise expressly authorized by chapter 202, chapter 364, or chapter 610, a municipality or county may not adopt or enforce any ordinance, regulation, or requirement as to the placement or operation of communications facilities in a right-of-way by a communications services provider authorized by state or local law to operate in a right-of-way; regulate any communications services; or impose or collect any tax, fee, cost, charge, or exaction for the provision of communications services over the communications services provider's communications facilities in a right-of-way.

(b) Registration described in paragraph (a) does not establish a right to place or maintain, or priority for the placement or maintenance of, a communications facility in roads or rights-of-way of a municipality or county. Each municipality and county retains the authority to regulate and manage municipal and county roads or rights-of-way in exercising its police power, subject to the limitations imposed in this section and chapters 202 and 610. Any rules or regulations adopted by a municipality or county which govern the occupation of its roads or rights-of-way by providers of communications services must be related to the placement or maintenance of facilities in such roads or rights-of-way, must be reasonable and nondiscriminatory, and may include only those matters necessary to manage the roads or rights-of-way of the municipality or county.

(c) Any municipality or county that, as of January 1, 2019, elected to require permit fees from any provider of communications services that uses or occupies municipal or county roads or rights-of-way pursuant to former paragraph (c) or former paragraph (j), Florida Statutes 2018, may continue to require and collect such fees. A municipality or county that elected as of January 1, 2019, to require permit fees may elect to forego such fees as provided herein. A municipality or county that elected as of January 1, 2019, not to require permit fees may not elect to impose permit fees. All fees authorized under this paragraph must be reasonable and commensurate with the direct and actual cost of the regulatory activity, including issuing and processing permits, plan reviews, physical inspection, and direct administrative costs; must be demonstrable; and must be equitable among users of the roads or rights-of-way. A fee authorized under this paragraph may not be offset against the tax imposed under chapter 202; include the costs of roads or rights-of-way acquisition or roads or rights-of-way rental; include any general administrative, management, or maintenance costs of the roads or rights-of-way; or be based on a percentage of the value or costs associated with the work to be performed on the roads or rights-of-way. In an action to recover amounts due for a fee not authorized under this paragraph, the prevailing party may recover court costs and attorney fees at trial and on appeal. In addition to the limitations set forth in this section, a fee levied by a municipality or charter county under this paragraph may not exceed \$100. However, permit fees may not be imposed with respect to permits that may be required for service drop lines not required to be noticed under s. 556.108(5) or for any activity that does not require the physical disturbance of the roads or rights-of-way or does not impair access to or full use of the roads or rights-of-way, including, but not limited to, the performance of service restoration work on existing facilities, extensions of such facilities for providing communications services to customers, and the placement of micro wireless facilities in accordance with subparagraph (7)(e)3.

1. If a municipality or charter county elects to not require permit fees, the total rate for the local communications services tax as computed under s. 202.20 for that municipality or charter county may be increased by ordinance or resolution by an amount not to exceed a rate of 0.12 percent.

2. If a noncharter county elects to not require permit fees, the total rate for the local communications services tax as computed under s. 202.20 for that noncharter county may be increased by ordinance or resolution by an amount not to exceed a rate of 0.24 percent, to replace the revenue the noncharter county would otherwise have received from permit fees for providers of communications services.

(d) In addition to any other notice requirements, a municipality must provide to the Secretary of State, at least 10 days prior to consideration on first reading, notice of a proposed ordinance governing a telecommunications company placing or maintaining telecommunications facilities in its roads or rights-of-way. In addition to any other notice requirements, a county must provide to the Secretary of State, at least 15 days prior to consideration at a public hearing, notice of a proposed ordinance governing a telecommunications company placing or maintaining telecommunications facilities in its roads or rights-of-way. The notice required by this paragraph must be published by the Secretary of State on a designated Internet website. The failure of a municipality or county to provide such notice does not render the ordinance invalid, provided that enforcement of such ordinance must be suspended until 30 days after the municipality or county provides the required notice.

(e) The authority of municipalities and counties to require franchise fees from providers of communications services, with respect to the provision of communications services, is specifically preempted by the state because of unique circumstances applicable to providers of communications services when compared to other utilities occupying municipal or county roads or rights-of-way. Providers of communications services may provide similar services in a manner that requires the placement of facilities in municipal or county roads or rights-of-way or in a

manner that does not require the placement of facilities in such roads or rights-of-way. Although similar communications services may be provided by different means, the state desires to treat providers of communications services in a nondiscriminatory manner and to have the taxes, franchise fees, and other fees, costs, and financial or regulatory exactions paid by or imposed on providers of communications services be competitively neutral. Municipalities and counties retain all existing authority, if any, to collect franchise fees from users or occupants of municipal or county roads or rights-of-way other than providers of communications services, and the provisions of this subsection shall have no effect upon this authority. The provisions of this subsection do not restrict the authority, if any, of municipalities or counties or other governmental entities to receive reasonable rental fees based on fair market value for the use of public lands and buildings on property outside the public roads or rights-of-way for the placement of communications antennas and towers.

(f) Except as expressly allowed or authorized by general law and except for the rights-of-way permit fees subject to paragraph (c), a municipality or county may not levy on a provider of communications services a tax, fee, or other charge or imposition for operating as a provider of communications services within the jurisdiction of the municipality or county which is in any way related to using its roads or rights-of-way. A municipality or county may not require or solicit in-kind compensation, except as otherwise provided in s. 202.24(2)(c)8., provided that the in-kind compensation is not a franchise fee under federal law. Nothing in this paragraph impairs the authority of a municipality or county to request public, educational, or governmental access channels pursuant to s. 610.109. Nothing in this paragraph shall impair any ordinance or agreement in effect on May 22, 1998, or any voluntary agreement entered into subsequent to that date, which provides for or allows in-kind compensation by a telecommunications company.

(g) A municipality or county may not use its authority over the placement of facilities in its roads and rights-of-way as a basis for asserting or exercising regulatory control over a provider of communications services regarding matters within the exclusive jurisdiction of the Florida Public Service Commission or the Federal Communications Commission, including, but not limited to, the operations, systems, equipment, technology, qualifications, services, service quality, service territory, and prices of a provider of communications services. A municipality or county may not require any permit for the maintenance, repair, replacement, extension, or upgrade of existing aerial wireline communications facilities on utility poles or for aerial wireline facilities between existing wireline communications facility attachments on utility poles by a communications services provider. However, a municipality or county may require a right-of-way permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane or parking lane, unless the provider is performing service restoration to existing facilities. A permit application required by an authority under this section for the placement of communications facilities must be processed and acted upon consistent with the timeframes provided in subparagraphs (7)(d)7., 8., and 9. In addition, a municipality or county may not require any permit or other approval, fee, charge, or cost, or other exaction for the maintenance, repair, replacement, extension, or upgrade of existing aerial lines or underground communications facilities located on private property outside of the public rights-of-way. As used in this section, the term “extension of existing facilities” includes those extensions from the rights-of-way into a customer’s private property for purposes of placing a service drop or those extensions from the rights-of-way into a utility easement to provide service to a discrete identifiable customer or group of customers.

(h) A provider of communications services that has obtained permission to occupy the roads or rights-of-way of an incorporated municipality pursuant to s. 362.01 or that is otherwise lawfully occupying the roads or rights-of-way of a municipality or county shall not be required to obtain consent to continue such lawful occupation of those roads or rights-of-way; however, nothing in this paragraph shall be interpreted to limit the power of a municipality or county to adopt or enforce reasonable rules or regulations as provided in this section and consistent with chapters 202, 364, and 610. Any such rules or regulations must be in writing, and registered providers of communications services in the municipality or county must be given at least 60 days’ advance written notice of any changes to the rules and regulations.

(i) Except as expressly provided in this section, this section does not modify the authority of municipalities and counties to levy the tax authorized in chapter 202 or the duties of providers of communications services under ss.

337.402-337.404. This section does not apply to building permits, pole attachments, or private roads, private easements, and private rights-of-way.

(j) Notwithstanding the provisions of s. 202.19, when a local communications services tax rate is changed as a result of an election made or changed under this subsection, such rate may not be rounded to tenths.

(4) As used in this section, “communications services” and “dealer” have the same meanings ascribed in chapter 202, and “cable service” has the same meaning ascribed in 47 U.S.C. s. 522, as amended.

(5) This section, except subsections (1) and (2) and paragraph (3)(g), does not apply to the provision of pay telephone service on public, municipal, or county roads or rights-of-way.

(6)(a) As used in this subsection, the following definitions apply:

1.a. A “pass-through provider” is any person who places or maintains a communications facility in the roads or rights-of-way of a municipality or county that levies a tax pursuant to chapter 202 and who does not remit taxes imposed by that municipality or county pursuant to chapter 202.

b. Notwithstanding sub-subparagraph a., a person who does not remit taxes imposed by a municipality or county pursuant to chapter 202, but pursuant to s. 202.16(2) sells communications services for resale to a person who sells such services at retail or who integrates such services into communications services sold at retail in that municipality or county and who remits taxes imposed by that municipality or county pursuant to chapter 202, is not a pass-through provider.

2. A “communications facility” is a facility that may be used to provide communications services. Multiple cables, conduits, strands, or fibers located within the same conduit shall be considered one communications facility for purposes of this subsection.

(b) A municipality that levies a tax pursuant to chapter 202 may charge a pass-through provider that places or maintains a communications facility in the municipality’s roads or rights-of-way an annual amount not to exceed \$500 per linear mile or portion thereof. A municipality’s roads or rights-of-way do not include roads or rights-of-way that extend in or through the municipality but are state, county, or another authority’s roads or rights-of-way.

(c) A county that levies a tax pursuant to chapter 202 may charge a pass-through provider that places or maintains a communications facility in the county’s roads or rights-of-way, including county roads or rights-of-way within a municipality in the county, an annual amount not to exceed \$500 per linear mile or portion thereof. However, a county shall not impose a charge for any linear miles, or portions thereof, of county roads or rights-of-way where a communications facility is placed that extend through any municipality within the county to which the pass-through provider remits a tax imposed pursuant to chapter 202. A county’s roads or rights-of-way do not include roads or rights-of-way that extend in or through the county but are state, municipal, or another authority’s roads or rights-of-way.

(d) The amounts charged pursuant to this subsection shall be based on the linear miles of roads or rights-of-way where a communications facility is placed, not based on a summation of the lengths of individual cables, conduits, strands, or fibers. The amounts referenced in this subsection may be charged only once annually and only to one person annually for any communications facility. A municipality or county shall discontinue charging such amounts to a person that has ceased to be a pass-through provider. Any annual amounts charged shall be reduced for a prorated portion of any 12-month period during which the person remits taxes imposed by the municipality or county pursuant to chapter 202. Any excess amounts paid to a municipality or county shall be refunded to the person upon written notice of the excess to the municipality or county. A municipality or county may require a pass-through provider to provide an annual notarized statement identifying the total number of linear miles of pass-through facilities in the municipality’s or county’s rights-of-way. Upon request from a municipality or county, a pass-through provider must provide reasonable access to maps of pass-through facilities located in the rights-of-way of the municipality or county making the request. The scope of the request must be limited to only those maps of pass-through facilities from which the calculation of the linear miles of pass-through facilities in the rights-of-way can be determined. The request must be accompanied by an affidavit that the person making the request is authorized by the municipality or county to review tax information related to the revenue and mileage calculations for pass-through providers. A request may not be made more than once annually to a pass-through provider.

(e) This subsection does not alter any provision of this section or s. 202.24 relating to taxes, fees, or other charges or impositions by a municipality or county on a dealer of communications services or authorize that any charges be assessed on a dealer of communications services, except as specifically set forth herein. A municipality or county may not charge a pass-through provider any amounts other than the charges under this subsection as a condition to the placement or maintenance of a communications facility in the roads or rights-of-way of a municipality or county by a pass-through provider, except that a municipality or county may impose permit fees on a pass-through provider consistent with paragraph (3)(c).

(f) The charges under this subsection do not apply to communications facilities placed in a municipality's or county's rights-of-way prior to the effective date of this subsection with permission from the municipality or county, if any was required, except to the extent the facilities of a pass-through provider were subject to per linear foot or mile charges in effect as of October 1, 2001, in which case the municipality or county may only impose on a pass-through provider charges consistent with paragraph (b) or paragraph (c) for such facilities. Notwithstanding the foregoing, this subsection does not impair any written agreement between a pass-through provider and a municipality or county imposing per linear foot or mile charges for communications facilities placed in municipal or county roads or rights-of-way that is in effect prior to the effective date of this subsection. Upon the termination or expiration of any such written agreement, any charges imposed must be consistent with this section.

(g) The charges authorized in this subsection shall not be applied with respect to any communications facility that is used exclusively for the internal communications of an electric utility or other person in the business of transmitting or distributing electric energy.

(7)(a) This subsection may be cited as the "Advanced Wireless Infrastructure Deployment Act."

(b) As used in this subsection, the term:

1. "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

2. "Applicable codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, and includes the National Electric Safety Code and the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.

3. "Applicant" means a person who submits an application and is a wireless provider.

4. "Application" means a request submitted by an applicant to an authority for a permit to collocate small wireless facilities or to place a new utility pole used to support a small wireless facility.

5. "Authority" means a county or municipality having jurisdiction and control of the rights-of-way of any public road. The term does not include the Department of Transportation. Rights-of-way under the jurisdiction and control of the department are excluded from this subsection.

6. "Authority utility pole" means a utility pole owned by an authority in the right-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in the right-of-way within:

a. A retirement community that:

(I) Is deed restricted as housing for older persons as defined in s. 760.29(4)(b);

(II) Has more than 5,000 residents; and

(III) Has underground utilities for electric transmission or distribution.

b. A municipality that:

(I) Is located on a coastal barrier island as defined in s. 161.053(1)(b)3.;

(II) Has a land area of less than 5 square miles;

(III) Has less than 10,000 residents; and

(IV) Has, before July 1, 2017, received referendum approval to issue debt to finance municipal-wide undergrounding of its utilities for electric transmission or distribution.

7. "Collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not

include the installation of a new utility pole or wireless support structure in the public rights-of-way.

8. “FCC” means the Federal Communications Commission.

9. “Micro wireless facility” means a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

10. “Small wireless facility” means a wireless facility that meets the following qualifications:

a. Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

b. All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

11. “Utility pole” means a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

12. “Wireless facility” means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

a. The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;

b. Wireline backhaul facilities; or

c. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

13. “Wireless infrastructure provider” means a person who has been certificated under chapter 364 to provide telecommunications service or under chapter 610 to provide cable or video services in this state, or that person’s affiliate, and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

14. “Wireless provider” means a wireless infrastructure provider or a wireless services provider.

15. “Wireless services” means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

16. “Wireless services provider” means a person who provides wireless services.

17. “Wireless support structure” means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole, pedestal, or other support structure for ground-based equipment not mounted on a utility pole and less than 5 feet in height.

(c) Except as provided in this subsection, an authority may not prohibit, regulate, or charge for the collocation of small wireless facilities in the public rights-of-way or for the installation, maintenance, modification, operation, or replacement of utility poles used for the collocation of small wireless facilities in the public rights-of-way.

(d) An authority may require a registration process and permit fees in accordance with subsection (3). An authority shall accept applications for permits and shall process and issue permits subject to the following requirements:

1. An authority may not directly or indirectly require an applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the authority, including reserving fiber, conduit, or pole space for the authority.

2. An applicant may not be required to provide more information to obtain a permit than is necessary to demonstrate the applicant's compliance with applicable codes for the placement of small wireless facilities in the locations identified in the application. An applicant may not be required to provide inventories, maps, or locations of communications facilities in the right-of-way other than as necessary to avoid interference with other at-grade or aerial facilities located at the specific location proposed for a small wireless facility or within 50 feet of such location.

3. An authority may not:

- a. Require the placement of small wireless facilities on any specific utility pole or category of poles;
- b. Require the placement of multiple antenna systems on a single utility pole;
- c. Require a demonstration that collocation of a small wireless facility on an existing structure is not legally or technically possible as a condition for granting a permit for the collocation of a small wireless facility on a new utility pole except as provided in paragraph (i);
- d. Require compliance with an authority's provisions regarding placement of small wireless facilities or a new utility pole used to support a small wireless facility in rights-of-way under the control of the department unless the authority has received a delegation from the department for the location of the small wireless facility or utility pole, or require such compliance as a condition to receive a permit that is ancillary to the permit for collocation of a small wireless facility, including an electrical permit;
- e. Require a meeting before filing an application;
- f. Require direct or indirect public notification or a public meeting for the placement of communication facilities in the right-of-way;
- g. Limit the size or configuration of a small wireless facility or any of its components, if the small wireless facility complies with the size limits in this subsection;
- h. Prohibit the installation of a new utility pole used to support the collocation of a small wireless facility if the installation otherwise meets the requirements of this subsection; or
- i. Require that any component of a small wireless facility be placed underground except as provided in paragraph (i).

4. Subject to paragraph (r), an authority may not limit the placement, by minimum separation distances, of small wireless facilities, utility poles on which small wireless facilities are or will be collocated, or other at-grade communications facilities. However, within 14 days after the date of filing the application, an authority may request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative authority utility pole or support structure or placed on a new utility pole. The authority and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the authority of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the authority of such nonagreement and the authority must grant or deny the original application within 90 days after the date the application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

5. An authority shall limit the height of a small wireless facility to 10 feet above the utility pole or structure upon which the small wireless facility is to be collocated. Unless waived by an authority, the height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same right-of-way, other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the authority shall limit the height of the utility pole to 50 feet.

6. The installation by a communications services provider of a utility pole in the public rights-of-way, other than a utility pole used to support a small wireless facility, is subject to authority rules or regulations governing the placement of utility poles in the public rights-of-way.

7. Within 14 days after receiving an application, an authority must determine and notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the authority must specifically identify the missing information. An application is deemed complete if the authority fails to provide notification to the applicant within 14 days.

8. An application must be processed on a nondiscriminatory basis. A complete application is deemed approved if an authority fails to approve or deny the application within 60 days after receipt of the application. If an authority does not use the 30-day negotiation period provided in subparagraph 4., the parties may mutually agree to extend the 60-day application review period. The authority shall grant or deny the application at the end of the extended period. A permit issued pursuant to an approved application shall remain effective for 1 year unless extended by the authority.

9. An authority must notify the applicant of approval or denial by electronic mail. An authority shall approve a complete application unless it does not meet the authority's applicable codes. If the application is denied, the authority must specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the authority denies the application. The applicant may cure the deficiencies identified by the authority and resubmit the application within 30 days after notice of the denial is sent to the applicant. The authority shall approve or deny the revised application within 30 days after receipt or the application is deemed approved. The review of a revised application is limited to the deficiencies cited in the denial. If an authority provides for administrative review of the denial of an application, the review must be complete and a written decision issued within 45 days after a written request for review is made. A denial must identify the specific code provisions on which the denial is based. If the administrative review is not complete within 45 days, the authority waives any claim regarding failure to exhaust administrative remedies in any judicial review of the denial of an application.

10. An applicant seeking to collocate small wireless facilities within the jurisdiction of a single authority may, at the applicant's discretion, file a consolidated application and receive a single permit for the collocation of up to 30 small wireless facilities. If the application includes multiple small wireless facilities, an authority may separately address small wireless facility collocations for which incomplete information has been received or which are denied.

11. An authority may deny an application to collocate a small wireless facility or place a utility pole used to support a small wireless facility in the public rights-of-way if the proposed small wireless facility or utility pole used to support a small wireless facility:

- a. Materially interferes with the safe operation of traffic control equipment.
- b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
- c. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
- d. Materially fails to comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.
- e. Fails to comply with applicable codes.
- f. Fails to comply with objective design standards authorized under paragraph (r).

12. An authority may adopt by ordinance provisions for insurance coverage, indemnification, force majeure, abandonment, authority liability, or authority warranties. Such provisions must be reasonable and nondiscriminatory. An authority may require a construction bond to secure restoration of the postconstruction rights-of-way to the preconstruction condition. However, such bond must be time-limited to not more than 18 months after the construction to which the bond applies is completed. For any financial obligation required by an authority allowed under this section, the authority shall accept a letter of credit or similar financial instrument issued by any financial institution that is authorized to do business within the United States, provided that a claim against the financial instrument may be made by electronic means, including by facsimile. A provider of communications services may add an authority to any existing bond, insurance policy, or other relevant financial instrument, and the authority must accept such proof of coverage without any conditions other than consent to

venue for purposes of any litigation to which the authority is a party. An authority may not require a communications services provider to indemnify it for liabilities not caused by the provider, including liabilities arising from the authority's negligence, gross negligence, or willful conduct.

13. Collocation of a small wireless facility on an authority utility pole does not provide the basis for the imposition of an ad valorem tax on the authority utility pole.

14. An authority may reserve space on authority utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the authority utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use.

15. A structure granted a permit and installed pursuant to this subsection shall comply with chapter 333 and federal regulations pertaining to airport airspace protections.

(e) An authority may not require any permit or other approval or require fees or other charges, costs, or other exactions for:

1. Routine maintenance, the performance of service restoration work on existing facilities, or repair work, including, but not limited to, emergency repairs of existing facilities or extensions of such facilities for providing communications services to customers;

2. Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or

3. Installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the rights-of-way and who is remitting taxes under chapter 202. An authority may require an initial letter from or on behalf of such provider, which is effective upon filing, attesting that the micro wireless facility dimensions comply with the limits of this subsection. The authority may not require any additional filing or other information as long as the provider is deploying the same, a substantially similar, or a smaller size micro wireless facility equipment.

Notwithstanding this paragraph, an authority may require a right-of-way permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane or parking lane, unless the provider is performing service restoration on an existing facility and the work is done in compliance with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual. An authority may require notice of such work within 30 days after restoration and may require an after-the-fact permit for work which would otherwise have required a permit.

(f) Collocation of small wireless facilities on authority utility poles is subject to the following requirements:

1. An authority may not enter into an exclusive arrangement with any person for the right to attach equipment to authority utility poles.

2. The rates and fees for collocations on authority utility poles must be nondiscriminatory, regardless of the services provided by the collocating person.

3. The rate to collocate small wireless facilities on an authority utility pole may not exceed \$150 per pole annually.

4. Agreements between authorities and wireless providers that are in effect on July 1, 2017, and that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on authority utility poles, remain in effect, subject to applicable termination provisions. The wireless provider may accept the rates, fees, and terms established under this subsection for small wireless facilities and utility poles that are the subject of an application submitted after the rates, fees, and terms become effective.

5. A person owning or controlling an authority utility pole shall offer rates, fees, and other terms that comply with this subsection. By the later of January 1, 2018, or 3 months after receiving a request to collocate its first small wireless facility on a utility pole owned or controlled by an authority, the person owning or controlling the

authority utility pole shall make available, through ordinance or otherwise, rates, fees, and terms for the collocation of small wireless facilities on the authority utility pole which comply with this subsection.

a. The rates, fees, and terms must be nondiscriminatory and competitively neutral and must comply with this subsection.

b. For an authority utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement if necessary.

c. For an authority utility pole that does not support an aerial facility used to provide communications services or electric service, the authority shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the applicant. Alternatively, an authority may require the applicant seeking to collocate a small wireless facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The authority may not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the authority.

d. An authority may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications services providers other than wireless services providers for similar work and may not include any consultant fee or expense.

(g) For any applications filed before the effective date of ordinances implementing this subsection, an authority may apply current ordinances relating to placement of communications facilities in the right-of-way related to registration, permitting, insurance coverage, indemnification, force majeure, abandonment, authority liability, or authority warranties. Permit application requirements and small wireless facility placement requirements, including utility pole height limits, that conflict with this subsection must be waived by the authority. An authority may not institute, either expressly or de facto, a moratorium, zoning-in-progress, or other mechanism that would prohibit or delay the filing, receiving, or processing of registrations, applications, or issuing of permits or other approvals for the collocation of small wireless facilities or the installation, modification, or replacement of utility poles used to support the collocation of small wireless facilities.

(h) Except as provided in this section or specifically required by state law, an authority may not adopt or enforce any regulation on the placement or operation of communications facilities in the rights-of-way by a provider authorized by state law to operate in the rights-of-way and may not regulate any communications services or impose or collect any tax, fee, or charge not specifically authorized under state law. This paragraph does not alter any law regarding an authority's ability to regulate the relocation of facilities.

(i)1. In an area where an authority has required all public utility lines in the rights-of-way to be placed underground, a wireless provider must comply with written, objective, reasonable, and nondiscriminatory requirements that prohibit new utility poles used to support small wireless facilities if:

a. The authority, at least 90 days prior to the submission of an application, has required all public utility lines to be placed underground;

b. Structures that the authority allows to remain above ground are reasonably available to wireless providers for the collocation of small wireless facilities and may be replaced by a wireless provider to accommodate the collocation of small wireless facilities; and

c. A wireless provider may install a new utility pole in the designated area in the right-of-way that otherwise complies with this subsection and it is not reasonably able to provide wireless service by collocating on a remaining utility pole or other structure in the right-of-way.

2. For small wireless facilities installed before an authority adopts requirements that public utility lines be placed underground, an authority adopting such requirements must:

a. Allow a wireless provider to maintain the small wireless facilities in place subject to any applicable pole attachment agreement with the pole owner; or

b. Allow the wireless provider to replace the associated pole within 50 feet of the prior location in accordance with paragraph (r).

(j) A wireless infrastructure provider may apply to an authority to place utility poles in the public rights-of-way to support the collocation of small wireless facilities. The application must include an attestation that small wireless facilities will be collocated on the utility pole or structure and will be used by a wireless services provider to provide service within 9 months after the date the application is approved. The authority shall accept and process the application in accordance with subparagraph (d)6. and any applicable codes and other local codes governing the placement of utility poles in the public rights-of-way.

(k) This subsection does not limit a local government's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. s. 332(c)(7), the requirements for facility modifications under 47 U.S.C. s. 1455(a), or the National Historic Preservation Act of 1966, as amended, and the regulations adopted to implement such laws. An authority may enforce local codes, administrative rules, or regulations adopted by ordinance in effect on April 1, 2017, which are applicable to a historic area designated by the state or authority. An authority may enforce pending local ordinances, administrative rules, or regulations applicable to a historic area designated by the state if the intent to adopt such changes has been publicly declared on or before April 1, 2017. An authority may waive any ordinances or other requirements that are subject to this paragraph.

(l) This subsection does not authorize a person to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.

(m) The approval of the installation, placement, maintenance, or operation of a small wireless facility pursuant to this subsection does not authorize the provision of any voice, data, or video communications services or the installation, placement, maintenance, or operation of any communications facilities other than small wireless facilities in the right-of-way.

(n) This subsection does not affect provisions relating to pass-through providers in subsection (6).

(o) This subsection does not authorize a person to collocate or attach small wireless facilities or micro wireless facilities on a utility pole, unless otherwise permitted by federal law, or erect a wireless support structure in the right-of-way located within a retirement community that:

1. Is deed restricted as housing for older persons as defined in s. 760.29(4)(b);
2. Has more than 5,000 residents; and
3. Has underground utilities for electric transmission or distribution.

This paragraph does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities, provided that once aerial facilities are converted to underground facilities, any such collocation or construction shall be only as provided by the municipality's underground utilities ordinance.

(p) This subsection does not authorize a person to collocate or attach small wireless facilities or micro wireless facilities on a utility pole, unless otherwise permitted by federal law, or erect a wireless support structure in the right-of-way located within a municipality that:

1. Is located on a coastal barrier island as defined in s. 161.053(1)(b)3.;
2. Has a land area of less than 5 square miles;

3. Has fewer than 10,000 residents; and
4. Has, before July 1, 2017, received referendum approval to issue debt to finance municipal-wide undergrounding of its utilities for electric transmission or distribution.

This paragraph does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities, provided that once aerial facilities are converted to underground facilities, any such collocation or construction shall be only as provided by the municipality's underground utilities ordinance.

(q) This subsection does not authorize a person to collocate small wireless facilities or micro wireless facilities on an authority utility pole or erect a wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association. This paragraph does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities.

(r) An authority may require wireless providers to comply with objective design standards adopted by ordinance. The ordinance may only require:

1. A new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color;
2. Reasonable spacing requirements concerning the location of a ground-mounted component of a small wireless facility which does not exceed 15 feet from the associated support structure; or
3. A small wireless facility to meet reasonable location context, color, camouflage, and concealment requirements, subject to the limitations in this subsection; and
4. A new utility pole used to support a small wireless facility to meet reasonable location context, color, and material of the predominant utility pole type at the proposed location of the new utility pole.

Such design standards under this paragraph may be waived by the authority upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver must be granted or denied within 45 days after the date of the request.

(8)(a) Any person aggrieved by a violation of this section may bring a civil action in a United States District Court or in any other court of competent jurisdiction.

(b) The court may:

1. Grant temporary or permanent injunctions on terms as it may deem reasonable to prevent or restrain violations of this section; and
2. Direct the recovery of full costs, including awarding reasonable attorney fees, to the party who prevails.

(9) All work in the authority's rights-of-way under this section must comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.

History.—s. 127, ch. 29965, 1955; s. 1, ch. 63-279; s. 1, ch. 65-52; ss. 23, 35, ch. 69-106; s. 141, ch. 84-309; s. 8, ch. 85-174; s. 8, ch. 86-155; ss. 2, 21, ch. 88-168; s. 8, ch. 89-232; s. 41, ch. 91-221; s. 26, ch. 94-237; s. 1, ch. 98-147; s. 2, ch. 99-354; ss. 50, 51, 58, 59, ch. 2000-260; ss. 34, 35, 38, ch. 2001-140; s. 81, ch. 2002-20; s. 6, ch. 2002-48; s. 57, ch. 2003-286; s. 13, ch. 2004-366; s. 6, ch. 2005-171; s. 10, ch. 2006-138; s. 5, ch. 2007-29; s. 29, ch. 2008-227; s. 22, ch. 2010-225; s. 2, ch. 2016-44; s. 5, ch. 2017-42; s. 1, ch. 2017-136; s. 15, ch. 2019-42; s. 2, ch. 2019-131; s. 1, ch. 2020-21.

Note.—Former s. 338.17.

Memo

Village of Palm Springs – Planning, Zoning & Building

To: Iramis Cabrera

From: David T. Harden

CC:

Date: April 7, 2021

Re: Palm Springs Residences Resubmission 4/5/2021

Comments: • All my previous concerns have been addressed and I have no further comments.



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Public Service

ITEM 6.11:

Approve Resilience Assessment and Emergency Response Plan – Work Authorization EE-U09 – Professional Engineering Services - Public Service Department (FY 2021 Budget - Water and Sewer Enterprise Fund) – Eckler Engineering, Inc.

SUMMARY:

The Public Service Department is requesting approval of Work Authorization EE-U09 with Eckler Engineering for professional engineering services associated with the Village's Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP).

Note: On October 23, 2019 the Environmental Protection Agency (EPA) signed into law the America's Water Infrastructure Act of 2018, which requires all community water systems that serves over 3,300 people complete a risk and resilience assessment and develop an emergency response plan.

The deadline to provide the Village's RRA to the EPA for the RRA is June 30, 2021 and the deadline for the ERP is December 30, 2021. In addition to the completion of the RRA and the ERP, both documents must be reviewed, updated and recertified every five (5) years. The reports will utilize the EPA's recommended standards and tools to complete each task.

As a result, the Village Council is requested to approve Work Authorization EE-U09 to support all required professional engineering services and related tasks associated with RRA and ERP by Eckler Engineering, the Village's contracted engineering firm. The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

<u>Work to be Completed</u>	<u>Contract Amount</u>
Resilience Assessment (RRA) & Emergency Response Plan (ERP)	<u>\$58,494.00</u>
Total Proposed Costs - Profession Engineering	\$58,494.00

The Village Council has not approved funding for this work within the FY 2021 Budget - Water and Sewer Enterprise Fund to support this project (preparation of the RRA and ERP). However funding is available within the FY 2021 Budget - Water and Sewer Enterprise Fund to support this project. An internal budget transfer or amendment to support this proposed project will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary. 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.

Staff recommends approval of the proposed Work Authorization EE-U09 with Eckler in the amount of \$58,494.00 for professional engineering services associated with the RRA and ERP. If approved, the Village would accept Eckler Engineering's pricing as outlined within the previously approved General Consulting Services Continuing Contract with Eckler Engineering including all terms, conditions and pricing therein.

Note: The Village issued a Request for Qualifications (RFQ) for professional engineering services (RFQ #2018-002 - Utility Engineering Services Continuing Contracts) in accordance with the Consultants Competitive Negotiation Act (CCNA) - Section 287.55, Florida Statutes.

The recommended engineer will be required to meet local, state and federal procurement funding requirements.

If approved, it is estimated that the proposed RRA work will take approximately one hundred (100) days to complete (July 2021) and ninety (90) days to complete the ERP (October 2021) from the date the work authorization is issued to Eckler Engineering by the Village.

The proposed work authorization was prepared by Eckler Engineering and reviewed by the Assistant Public Service Director/Engineer, Utility Superintendent, Assistant Village Manager, Village Attorney and Finance Director.

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

FISCAL IMPACT:

Funding to support the proposed work authorization (EE-U09) is currently available within the FY 2021 Budget - Water and Sewer Enterprise Fund:

<u>Allocated/Estimated Project Funding:</u>	<u>Amount:</u>
FY 2021 Budget (budget transfer) - Water and Sewer Enterprise Fund:	\$37,984.00
FY 2022 Budget (proposed budget request) - Water and Sewer Enterprise Fund:	<u>\$20,510.00</u>
Total Estimated Project Funding	\$58,494.00

<u>Expected Project Costs Engineering:</u>	<u>Amount:</u>
FY 2021 Project Request/Cost - Engineering - Water and Sewer Enterprise Fund:	\$37,984.00
FY 2022 Project Request/Cost - Engineering - Water and Sewer Enterprise Fund	<u>\$20,510.00</u>
Total Estimated Project Funding	\$58,494.00

Note: This proposed project was not budgeted in FY 2021; however funding is available within the FY 2021 Budget - Water and Sewer Enterprise Fund to support this project. This project is not expected to be completed by the end of FY 2021 and will be proposed to be included within the FY 2022 Budget - Water and Sewer Enterprise Fund. An internal budget transfer or amendment to support this proposed project will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services over the term of the contract.

ATTACHMENTS:

Proposed Work Authorization No. EE-U09 - Proposed Resilience Assessment (RRA) and Emergency Response Plan (ERP) - Professional Engineering Services - Eckler Engineering
Utility Engineering Consulting Services Continuing Contract - Eckler Engineering



March 25, 2021
400-000.BD

Mr. Chad Girard, P.E.
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Girard:

Reference: Proposal for Engineering Services
EPA Risk and Resilience Assessment and Emergency Response Plan
Eckler Engineering Work Authorization No. EE-U09

Enclosed is Work Authorization No. EE-U09 outlining the engineering services required for providing engineering services associated with the preparation of the EPA Risk and Resilience Assessment and Emergency Response plan. This proposal includes:

- A. Completion of a Risk and Resilience Assessment of the Village of Palm Springs utility facilities service area.
- B. Preparation of an Emergency Response plan for the Village of Palm Springs utility facilities service area.

The proposed scope of work for this project is attached as Work Authorization Number EE-U09. Our proposed lump sum fee for engineering services required for this project is \$58,494.00. A breakdown of the fee calculation is attached at the end of the enclosed Task Order.

If this Work Authorization meets with your approval, please coordinate placing on the next available Village Council Agenda. Following Council approval, please return one executed copy and the necessary Village of Palm Springs purchase order to our office approving Authorization to Proceed.

Eckler Engineering looks forward to the opportunity of continuing to provide professional engineering services to the Village of Palm Springs on this project. If you have any questions or require additional information pertaining to this Work Authorization, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B Facey', is written over a faint blue circular stamp.

Bryant Facey, P.E.

Encl.

Y:\Documents\Village\400-000.BD\Task Orders\WA EE-U09 EPA RRA and ERP\WA Letter.docx

Celebrating Service to South Florida Since 1985



VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: March 25, 2021

WORK AUTHORIZATION NO. EE-U09 FOR CONSULTING SERVICES

ECKLER ENGINEERING PROJECT NO.: 400-090.00

PROJECT TITLE: EPA Risk and Resiliency Assessment and Emergency Response Plan

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated September 13, 2018 between the Village of Palm Springs (“VILLAGE”), and Eckler Engineering, Inc. (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

EPA issued and signed into law October 23, 2018, the America’s Water Infrastructure Act (AWIA) of 2018. Section 2013 of the AWIA requires community water systems serving more than 3,300 people to complete a risk and resilience assessment and develop an emergency response plan. For the Risk and Resilience Assessment (RRA), each utility shall conduct the assessment and submit certification of its completion to the U.S. EPA by a stipulated deadline. The Village of Palm Springs (Village) water system service area serves below 50,000 residents, therefore the deadline to provide certification for the RRA is June 30, 2021. The Emergency Response Plan (ERP) shall be completed and certified to EPA six months following certification of the RRA, no later than December 30, 2021. In addition to completion of the RRA and ERP, each must be reviewed, updated, and recertified every 5 years.

AWIA does not require any standard, or method, to complete the documents by the Utility. The Utility is responsible for ensuring the assessment and plan address the criteria as stated in the Section 2013 of the AWIA. The EPA has provided recommended standards and tools that will assist each Utility with this task.

In general, the RRA shall evaluate the vulnerabilities, threats, and consequences from potential hazards to all assets associated with a Utilities water and wastewater systems. The ERP provides plans, procedures, and strategies to improve the Utilities’ assets resiliency and reduce potential for hazards.

City staff has requested Eckler Engineering to provide engineering services to assist Village staff in updating and/or completing a Risk and Resilience Assessment and Emergency Response Plan for all water and wastewater systems and components.

The tasks associated with this project are presented below:

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization.

A. REPORT PREPARATION PHASE

The Report Preparation Phase will include the following services:

TASK 1 - PROJECT ADMINISTRATION/MANAGEMENT

This task focuses on the administration of the project including project setup, client interface and general project management and administration.

TASK 2 - PRELIMINARY COORDINATION AND DATA GATHERING

This task focuses on obtaining the necessary information required to complete the reports and project.

- A. Meet with appropriate Village staff to discuss and finalize project requirements.
- B. Review the AWIA requirements.
- C. Review EPA recommended standards and tools to assist with the RRA development.
- D. Review existing Village documents (to include: vulnerability study, facility/asset inventory, emergency plans, master plan, capital improvements plan)

TASK 3 – RISK AND RESILIENCE ASSESSMENT

This task consists of the engineering and other services associated with the completion of an assessment of the VILLAGE's water and wastewater service area system components and associated assets.

- A. Each facility/asset shall be evaluated and assessed for risk associated with physical and natural hazards and potential threats.
- B. Determine vulnerability of facilities/systems, which includes evaluating criticalness of an asset to utility operations.
- C. Evaluate communication and operating protocols with the Emergency Management, Risk Management, and IT Departments
- D. Determine consequence of a threat or risk occurring.

- E. Determine and evaluate feasibility of modifying, or providing alternative, treatment processes that shall reduce risk and resiliency for system-wide facilities.
- F. Determine/develop countermeasures to reduce risk and increase resiliency.
- G. Estimate cost for countermeasures and re-evaluate threat, as necessary.
- H. Provide report to summarize assessment and results of evaluations.

This task will include a draft and final assessment/report submittals. A review meeting will be held following the draft submittal with Village staff to discuss and receive review comments. CONSULTANT will incorporate the agreed-upon revisions made by the VILLAGE into the final assessment/report.

TASK 4 – EMERGENCY RESPONSE PLAN

This task consists of the engineering and other services associated with the development of an Emergency Response Plan for the VILLAGE's water and wastewater systems service area and associated procedures for operations. The ERP will describe the Village's utility strategies, resources, plans, and procedures to prepare for, and respond to, incidents that may threaten life, property, or the environment. In the instance an incident occurs, emergency response personnel will utilize the ERP.

- A. Include background information of utility and existing safety/emergency procedures for use by personnel during response events
- B. Draft/revise resilience strategies (i.e. emergency response roles, incident command system, and communication/public notification) to improve system-wide resilience.
- C. Revise/update associated protocols for the ERP that may impact and require collaboration with the Emergency Management, Risk Management, and IT Departments.
- D. Develop response procedures for general and incident specific events
- E. Determine mitigation activities and develop plan to integrate into existing systems to lessen impact a hazard or threat may produce.
- F. Develop detection strategies to aid VILLAGE in detecting potential hazards and threats.

This task will include a draft and final plan submittal. A review meeting will be held following the draft submittal with VILLAGE staff to discuss and receive review comments. The CONSULTANT will incorporate the agreed-upon revisions made by the VILLAGE into the final ERP.

TASK 5 – REPORT QUALITY CONTROL AND CERTIFICATION ASSISTANCE

This task consists of quality control and review of the Final assessment and plans prior to final distribution. CONSULTANT will confirm the report/plan has been finalized per all review comments provided at the review meeting(s) with VILLAGE staff. After report is finalized, CONSULTANT shall reproduce and distribute copies.

This task also includes assisting the VILLAGE with submitting the self-certification of each required document to the EPA.

III. DELIVERABLES

Project deliverables shall be in accordance with Attachment 1.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in Attachment 2.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for the fees as outlined below in Tables 1. Further breakdown of the fee is shown in Attachment 3.

REPORT PREPARATION PHASE

1. For services described in Part II. A. - Design Phase, Tasks 1 through 5, the lump sum fee of **\$58,494.00**.

**TABLE 1
REPORT PREPARATION PHASE
BUDGET SUMMARY**

Description	Total
1 - Project Administration / Management	\$2,642.00
2 - Preliminary Coordination and Data Gathering	\$9,406.00
3 – Risk and Resilience Assessment	\$25,936.00
4 – Emergency Response Plan	\$17,666.00
5 – Report Quality Control and Certification Assistance	\$2,530.00
Reimbursable Expenses	\$314.00
TOTAL LUMP SUM FEE	\$58,494.00

VI. ASSUMPTIONS

This Work Authorization does not include the provision of the following items:

- A. Payment of permit fees.
- B. Any expert witness or testimony services.
- C. Services not specifically indicated in this Work Authorization.

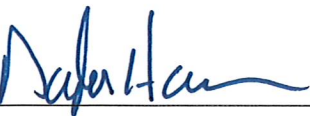
This Work Authorization assumes the following data or assistance will be provided by VILLAGE:

- A. Attendance at project meetings.
- B. General project review, where required.
- C. Provide pertinent project data and information available from VILLAGE when requested by CONSULTANT.
- D. VILLAGE to provide previously completed vulnerability assessment of Utility. If not available, cost of project may increase due to additional work tasks to be completed by CONSULTANT.
- E. Facility access and other project related information requested by CONSULTANT.

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated September 13, 2018, by and between the Village of Palm Springs ("VILLAGE") and Eckler Engineering, Inc. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

ECKLER ENGINEERING, INC.

By: 
Print Name: Douglas K. Hammann, P.E.
Title: President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office Approved as
to form and legality

By: _____

(Required if over \$25,000)

ATTACHMENT 1

WORK AUTHORIZATION NUMBER EE-U09 EPA RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN

LIST OF PROJECT DELIVERABLES

REPORTS

- A. Draft Risk and Resilience Assessment
 - 1. One (1) electronic copy of the Draft Report (pdf).
- B. Final Risk and Resilience Assessment
 - 1. One (1) electronic copy of the Final Report (pdf).
 - 2. Two (2) hard copies of Final Report in 3-ring binder.
- C. Draft Emergency Response Plan
 - 1. One (1) electronic copy of the Draft Plan (pdf).
- D. Final Emergency Response Plan
 - 1. One (1) electronic copy of the Final Plan (pdf).
 - 2. Two (2) hard copies of Final Plan in 3-ring binder.

(Remainder of page left blank intentionally.)

ATTACHMENT 2

WORK AUTHORIZATION NUMBER EE-U09 EPA RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN PRELIMINARY PROJECT SCHEDULE

<u>Activity</u>	<u>Duration (Days)</u>	<u>Cumulative Time (Days)</u>
Authorization to Proceed	0	0
Coordination and Data Gathering	10	10
Evaluation of Data	10	20
Assessment of Utility system/assets	40	60
Preparation of Draft Assessment	20	80
CITY Review of Draft Assessment/Report	10	90
Prepare Final Assessment/Report	5	95
CITY Review of Final Assessment/Report	5	100
CITY submit Self-Certification for Assessment	0	100
Evaluate/review emergency plans	20	120
Preparation of Draft ERP	20	140
CITY Review of Draft ERP	10	150
Prepare Final ERP	5	155
CITY Review of Final ERP	5	160
CITY submit Self-Certification for ERP	0	160

RRA Certification due to EPA- June 30, 2021

ERP Certification due to EPA- 6 months following RRA certification (no later than December 30, 2021)

Detailed schedule will be provided upon receipt of authorization to proceed and will include specific submittal dated.

VILLAGE OF PALM SPRINGS

EPA Risk and Resiliency Assessment and Emergency Response Plan WORK AUTHORIZATION NO. EE-U09 ATTACHMENT 3

DATE: March 25, 2021

I. REPORT PREPARATION PHASE

	TASK DESCRIPTION	PERSONNEL										
		Principal	Engineer 8	Engineer 6	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative
D1	Project Administration / Management	2	4	8								4
D2	Data Gathering and Preliminary Coordination		4	24			40	10				2
D3	Risk and Resilience Assessment		20	78			80	24				2
D4	Emergency Response Plan		10	60			50	16				2
D5	Report QA/QC and Certification Assistance		2	12			2					2
D6	Not Used											
D7	Not Used											
D8	Not Used											
D9	Not Used											
D10	Not Used											
Total Hours		2	40	182	0	0	172	50	0	0	0	12
Rate		\$205.00	\$180.00	\$154.00	\$123.00	\$107.00	\$91.00	\$121.00	\$110.00	\$92.00	\$95.00	\$70.00
Sub-Total Labor		\$410.00	\$7,200.00	\$28,028.00	\$0.00	\$0.00	\$15,652.00	\$6,050.00	\$0.00	\$0.00	\$0.00	\$840.00
		TOTAL REPORT PREPARATION PHASE LABOR										\$58,180.00

II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	NO. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	0	\$23.00	\$0.00
	Full Size drawings (22"x34")	EA	0	\$53.00	\$0.00
	Report	EA	4	\$30.00	\$120.00
	Prepare CD's (Bid Documents)	EA	0	\$10.00	\$0.00
2	PHOTOCOPIES	EA	140	\$0.20	\$28.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	0	\$3.00	\$0.00
	11 X 17 (SET UP)	EA	16	\$3.00	\$48.00
4	TRAVEL				
	MILEAGE	MILE	140	\$0.560	\$78.40
	TOLLS	EA	12	\$3.30	\$39.60
5	SUBCONSULTANTS				
	SURVEY	LS	0	\$0.00	\$0.00
	ELECTRICAL	LS	0	\$0.00	\$0.00
	STRUCTURAL	LS	0	\$0.00	\$0.00
	GEOTECHNICAL	LS	0	\$0.00	\$0.00
	HYDROGEOLOGIC	LS	0	\$0.00	\$0.00
	PERMIT FEES	LS	0	\$0.00	\$0.00
	SOFT DIGS	LS	0	\$0.00	\$0.00
TOTAL REPORT PREPARATION PHASE EXPENSES					\$314.00

GRAND TOTAL \$58,494.00

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 13th day of September, 2018, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Eckler Engineering, Inc., hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village has provided notice of the desired professional services and carried out the proper selection process pursuant to and in accordance with the Consultant's Competitive Negotiation Act; and,

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS, the Consultant desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

I. SCOPE OF WORK; TERM; AND COMPENSATION

The Village has awarded the Consultant the non-exclusive right to provide the Village with professional services ("services").

The scope of work for each project shall be as set forth in in each Work Authorization and incorporated herein and shall set forth the duties of the Consultant, the time frame in which Consultant shall perform the duties and the not to exceed amounts to be paid to Consultant upon the conclusion of each task.

This non-exclusive Agreement does not guarantee that the Village will utilize Consultant in any capacity or for any services identified herein. When the Village identifies a need for the Consultant's services, the Village will request a proposal from the Consultant to provide the services requested. The Consultant's proposal shall be submitted in the format of the sample Work Authorization, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the Consultant's fee schedule agreed to by the Village, attached hereto and incorporated herein as **Exhibit "B"**. If a subconsultant(s) is to be utilized for services under a Work Authorization, the Consultant shall obtain a written proposal from the subconsultant(s) and attach the same to the Consultant's proposal submitted to the Village. Upon receipt of the Consultant's proposal, the Village shall decide in its sole discretion whether to award the Work Authorization to the

Consultant. If the Work Authorization is awarded to the Consultant, the Consultant shall commence the identified services upon receipt of a Notice to Proceed from the Village or upon the Consultant's receipt of a Purchase Order for the services. The Village reserves the right to reject any and all proposals submitted by the Consultant.

This non-exclusive Agreement shall become effective upon approval by the Village Council and execution by the Mayor and shall have an initial term of five (5) years with three (3) optional one (1) year renewals. The Village Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the Village.

II. GENERAL DUTIES OF CONSULTANT

- A. The relationship of the Consultant to the Village will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, subcontractors, and employees shall be independent contractors at all times.
- B. Professional and Technical Services. It shall be the responsibility of the Consultant to work with the Village and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the requirements of this Agreement.
- C. The Consultant designates Douglas K. Hammann, PE, as its representative to act as liaison with the Village. The representative shall manage and coordinate Village projects and is hereby authorized to act on behalf of the Consultant on any other related matter with respect to performance of services for the Village in accordance with the Agreement. Any change to name another person shall be requested in writing to the Village and shall be approved by the Village.
- D. Consultant shall attend all meetings, as specified or as defined in this Agreement.

III. TIME OF PERFORMANCE

- A. The Consultant will begin work promptly after the issuance of a Work Authorization.
- B. The Consultant's services called for under the Agreement shall be completed in accordance with the schedule contained in each Work Authorization. If the Consultant's services are unreasonably delayed by the Village in excess of 180 days, the time of performance and compensation shall be renegotiated, provided; however, the Consultant as a condition precedent to renegotiations shall notify the Village within fifteen (15) calendar days at the end of the delay of Consultant's proposed additional costs incurred by reason of said delay.

IV. COMPENSATION

The Village will compensate the Consultant for the services performed and not to exceed the hourly rate provided in Exhibit "B" and the budget in each Work Authorization.

- A. Lump Sum Work Authorizations: The Village shall pay the Consultant the lump sum, not to exceed amount(s) set forth in an approved Work Authorization. The Consultant expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved Work Authorization shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the Village unless approved by written amendment to the Work Authorization by the Village Manager or Village Council (depending on the Village's required level of approval for such additional costs). In no case shall the Consultant bill the Village for any amount not stated in an approved Work Authorization or written amendment thereto.
- B. Reimbursable Expenses: The Consultant's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved Work Authorization or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. Consultant shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.
- C. Direct Project Expenses: Unless otherwise specifically stated in an approved Work Authorization, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the Consultant or its subconsultants or its subcontractors, and the use of the Consultant's and employee's automobiles shall be identified in an approved Work Authorization. The Village shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the Village and the Consultant shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**
- D. Additional Services: If the Village seeks to utilize the Consultant for any additional services related to the services identified herein, the Village and Consultant will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the Village in the form of a Work Authorization prior to said services being provided.

V. PAYMENT

The Village agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's itemized report and invoice and approval of the Village's representative. The Consultant shall submit monthly invoices, which shall include a report of work completed during the respective invoice period. The report of work shall be

submitted in the format of the sample Monthly Project Status Update, attached hereto and incorporated herein as Exhibit "C". The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed.

The Consultant shall pay all applicable sales taxes; or the Village shall provide to the Consultant the tax exemption information, where and if appropriate.

In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Village. The Consultant will be paid for all services rendered through the date of termination

VI. MISCELLANEOUS PROVISIONS

A. Ownership Documents:

All reproducible mylar drawings and CADD disks in a format compatible with Village's Computer system shall be given to the Village. Details, design calculations, and all other documents and plans that result from the Consultant's services under this Agreement shall become and remain the property of the Village, including copyright rights, whether the project is completed or not, and will be delivered to the Village upon demand. Consultant reserves the right to retain a copy of all such documents for record purposes. Where such documents are required to be filed with governmental agencies, the Consultant will furnish copies to the Village upon request.

B. Copies of Documents:

The Consultant shall prepare sufficient copies of all documents necessary to obtain approval through the Village's processes, as well as other governmental authorities. Any use by the Village of such materials in connection with a project other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the Village's sole risk, and the Consultant shall have no responsibility or liability therefore.

C. Insurance:

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.

- a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include:
 - a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - d. Broad Form Property Damage
 - e. Contractual Coverage applicable to this specific Agreement.
 - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00.

Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs C1, C2, C3, C4. All policies covered within subparagraphs C1, C2, C3, C4, shall be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction. The Village shall be named as an additional

insured as to Consultant's liability on policies referenced in subparagraphs C2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.

6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) days notice of cancellation and/or restriction.
7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

D. Litigation Services:

It is understood and agreed that Consultant's services include reasonable participation in litigation or dispute resolution arising from this Agreement. Consultant's participation shall include up to 15 hours of services related to litigation or dispute resolution. Any such services in excess of 15 hours shall be an extra service.

E. Assignment:

The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

F. Confidential Information:

During all times that the Consultant is employed on behalf of the Village and at all times subsequent to the date of this contract, all discussions between the Village and the Consultant and all information developed or work products produced by the Consultant during its employment and all matters relevant to the business of the Village not otherwise being a matter of public record shall be deemed to be confidential. All such information and work product shall be protected by the Consultant and shall not be revealed to other persons without the express written permission of the Village, unless mandated by order of the court.

G. Subconsultants:

In the event the Consultant, during the course of the work under this Agreement requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Consultant must secure the prior written approval of the Village.

H. Notices:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

VILLAGE of Palm Springs

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

CONSULTANT

Eckler Engineering, Inc.
4700 Riverside Drive, Suite 110
Coral Springs, FL 33067

I. Request for Qualifications:

The Request for Qualifications (RFQ) is hereby incorporated within and made an integral part of this Agreement.

J. Records:

Records of all expenses relative to each task shall be kept on a generally recognized accounting basis and shall be available to the Village or its authorized representative at mutually convenient times.

K. Personnel:

The Consultant represents that it has or will secure, at its own expense, qualified personnel required in performing the services under this Agreement. All work shall be performed under the direction of a professional, registered under the State of Florida in the field for which he is responsible for performing such services.

L. Equal Opportunity Employment:

Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

M. Prohibition against Contingent Fees:

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

N. Termination:

This Agreement may be terminated by either party by seven (7) calendar days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. The Village shall have the right to terminate this Agreement for convenience at any time by thirty (30) calendar days written notice to the Consultant. The Consultant agrees to provide all documents to the Village. Further, prior to the Consultant's destruction of any of the above referenced documents, the Village shall be notified and allowed a reasonable period to gain access to and make copies of any such documents. Upon any termination of this Agreement, the Consultant agrees that it shall use its best efforts to work harmoniously with any successor who enters an Agreement to provide services for the Village in order to provide for a smooth transition period.

O. Indemnification:

In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant will at all times indemnify, save and hold harmless and defend the Village, its officers, agents (the term agents shall not include the contractor(s), any subcontractors, any materialmen or others who have been retained by the Village or Contractor, or materialmen to supply goods or services to the project) and employees, from and against all liability, any claim, demand, damage, loss, expense or cause of action and costs (including attorney's fees at trial or appellate levels) arising out of error, omission, or negligent act of Consultant, its agents, servants or employees in the performance of services under this agreement. The Consultant further agrees to indemnify, hold harmless and defend the Village, its officers, agents and employees from and against any claim, demand or cause of action arising out of any negligence or misconduct of Consultant for which the Village, its agents, servants or employees are alleged to be liable. The indemnification contained herein shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall

be deemed to affect the rights, privileges and immunities of the Village as set forth in Florida Statutes 768.28.

P. Interest of the Consultant:

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

Q. Compliance with Laws:

The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

R. Jurisdiction; Venue:

The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Springs County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Springs County.

S. Internal Dispute between Owner and Consultant:

The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

T. Entire Agreement and Conflicts:

This Agreement, including the RFQ, Consultant's response to the RFQ and any exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein and Exhibits; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein, if any); and Consultant's response to the RFQ. To the extent that there exists a conflict between this Agreement and the remaining documents, the order of precedence shall be the terms, conditions, covenants, and/or provisions of this Agreement, the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto) and lastly the Consultant's response to the RFQ. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

U. Palm Beach County Inspector General:

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.

V. Public Records:

Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

Gimbalp Hye
Village Clerk



VILLAGE OF PALM SPRINGS

By: *[Signature]*
Mayor

Approved as to Form:

[Signature]
Village Attorney

WITNESSES:

Jeffrey R. Crick
Jeffrey R. Crick
(Name Printed or Typed)

[Signature]
Oscar E. Rubio
(Name Printed or Typed)

Eckler Engineering, Inc.

By: *[Signature]*
Douglas K. Hammann, P.E.
President

State of Florida

County of ~~Palm Springs~~ Broward

BEFORE ME, the foregoing instrument, this 27th day of August, 2018, was acknowledged by Douglas K. Hammann, President, on behalf of the Corporation and said person executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal in the County and State aforesaid this 27th day of August, 2018.

(SEAL)

Linda C. Fracasso
Notary Public
My Commission Expires:



Exhibit A



VILLAGE OF PALM SPRINGS
CONSULTING SERVICE WORK AUTHORIZATION

DATE: _____

VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. _____ FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. _____ G/L CODE: _____

CONSULTANT NAME PROJECT NO.: _____

PROJECT TITLE: _____

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated **DATE** between the Village of Palm Springs ("VILLAGE"), and **CONSULTANT NAME** ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Brief description of project...

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – NAME

Scope details...

TASK 2 – NAME

Scope details...

Subtask 2.1 - Name

Scope details...

TASK 3 – NAME

Scope details...

III. DELIVERABLES

Deliverables for each task including quantities and formats...

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this Work Authorization within the schedule outlined in [Table X] or [Attachment X].

Table X
Schedule

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Activity 1		
Activity 2*		
Activity 3*		
Activity 4		

* The schedule is based upon conducting a review meeting within X calendar days after the Village receives the design submittal. All review comments shall be provided to Consultant within X calendar days after the Village receives the submittal. An adjustment to the overall schedule will be required in the event the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$X,XXX.XX as outlined in Table [X] and further detailed in Attachment [X].

Table X
Budget Summary

Description	Total
TOTAL	

VI. ASSUMPTIONS

Assumptions, items not included, etc...

VII. AGREEMENT REFERENCE

The work authorized under this Work Authorization shall be performed under the terms and conditions described within the Professional Services Agreement dated **MONTH DAY, 2018**, by and between the Village of Palm Springs ("VILLAGE") and **CONSULTANT NAME** ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

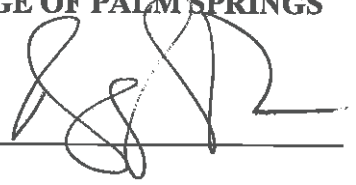
CONSULTANT NAME

By: _____

Print Name: _____

Title: _____

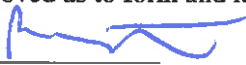
VILLAGE OF PALM SPRINGS

By:  _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By:  _____

(Required if over \$25,000)

Exhibit B

**Village of Palm Springs
Eckler Engineering, Inc. Fee Schedule/Hourly Rates - 2018**

Personnel Category	Hourly Rate
Principal	\$205.00
Engineer 8	\$180.00
Engineer 7	\$165.00
Engineer 6	\$154.00
Engineer 5	\$137.00
Engineer 4	\$123.00
Engineer 3	\$107.00
Engineer 2	\$97.00
Engineer 1	\$91.00
Technician 4	\$121.00
Technician 3	\$110.00
Technician 2	\$92.00
Technician 1	\$78.00
On Site Inspector	\$95.00
Administrative	\$70.00

Rates are valid for 3 years from the Contract date.

Revisions, where applicable, to these hourly rates will be based on the Consumer Price Index (CPI) for the following year.

Reimbursable Expenses:

Subconsultant(s)- Cost

Mileage outside of County - Per mile at current IRS rate

Postage, Reproduction Expenses- Included in hourly rates

Travel, Meals (overnight trips) - Cost

Prepared July 20, 2018

Exhibit C



Monthly Project Status Update

Reporting Period: **MONTH**

Project Name: _____

Consulting Firm: _____

Consultant's Project Manager: _____

Budget

Task No.	Description	Budget	Invoiced to Date	Percent Spent
1		\$0	\$0	#DIV/0!
2		\$0	\$0	#DIV/0!
3		\$0	\$0	#DIV/0!
4		\$0	\$0	#DIV/0!
Total		\$0	\$0	#DIV/0!

Change Orders:

Schedule

Notice to Proceed: **MM/DD/YYYY**

Task	Planned Completion	Actual Completion	Comments
1			
2			
3			
4			

Work Completed This Month

- Description

Work Upcoming Next Month

- Description

Information Needed

- Description

Additional Comments Not Reflected Above (e.g., Major Issues, Scope Changes, Regulatory Concerns, etc.)

LETTER OF TRANSMITTAL**ECKLER ENGINEERING, INC.**

Date: August 28, 2018

4700 Riverside Drive, Suite 110

Coral Springs, Florida 33067

TO: Mr. Matt Hammond, P.E.
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Phone: (954) 510-4700

Fax: (954) 755-2741

RECEIVED**AUG 30 2018**VILLAGE OF PALM SPRINGS
Public Service Dept.

Project No.: 400-000.BD

Project Name:

Agreement for Professional Services

Reference: Agreement for Professional Services

The following items are enclosed:

- | | | | |
|---|---|--|---------------------------------------|
| ☐ Plans | ☐ Copy of Letter | ☐ Change Order | ☐ Test Samples |
| ☐ Specifications | ☐ Photos | ☐ Cost Estimate | ☐ Test Results |
| ☐ Shop Drawings | ☐ Report | ☐ Computer Disk | |
| ☒ Other | | | |

Copies	Description
1	Signed Agreement for Professional Services

These are transmitted:

- | | | |
|---|---|---|
| ☐ For Your Information | ☐ For Your Files | ☐ For Your Approval |
| ☐ For Distribution | ☐ For Your Use | ☒ At Your Request |
| ☐ For Your Comments | ☐ Returned For Corrections | ☐ For Your Signature |
| ☐ Other | | |

Remarks:

--

cc:

Sincerely,



Douglas K. Hammann, P.E.

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, water is a basic and essential need of every living creature;
and

WHEREAS, the State of Florida, Water Management Districts and The Village of Palm Springs are working together to increase awareness about the importance of water conservation; and

WHEREAS, April, typically a dry month when water demands are highest, is annually designated as "Water Conservation Month", to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the Village of Palm Springs encourages and supports water conservation through various educational programs and special events; and

WHEREAS, every business, industry, school, and citizen can make a difference and help by efficiently using water, thus promoting a healthy economy and community; and

WHEREAS, the Village Council calls upon each citizen and business in the Village of Palm Springs to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the month of April 2021:

WATER CONSERVATION MONTH 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 April 8, 2021

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, emergencies can occur at any time that require police services; and when an emergency occurs, the prompt response of police officers is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers is dependent upon the quality and accuracy of information obtained from citizens who telephone the Palm Springs police communications center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services, as well as the single vital link for our police officers by monitoring their activities by radio, providing them with information and ensuring their safety; and

WHEREAS, each telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year, and the Village wishes to honor the men and women whose diligence and professionalism keep our Village and citizens safe.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of April 11-17, 2021 as:

**"PUBLIC SAFETY TELECOMMUNICATORS WEEK
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 April 8, 2021

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, libraries of all types are at the heart of their cities, towns, schools, campuses, and inclusive places that foster a sense of belonging and community;

WHEREAS, today's libraries provide access to computers and wi-fi, and their services extend far beyond the four walls of a building and everyone is welcome to use their resources;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries offer opportunities for everyone to explore new worlds and become their best selves through access to technology, multimedia content, and educational programs;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, I Bev Smith, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the of April 4 through April 10, 2021 as:

"National Library Week"



*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor *Beverly Smith*

Date *April 8, 2021*

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, which was called "**ARBOR DAY**"; and is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees truly represent the cycles of life, enhance and vitalize the economics of our business areas, increase property values and bring overall beauty to our Village; and

WHEREAS, the Village of Palm Springs has been recognized as a **TREE CITY, U.S.A.** through the National Arbor Day Foundation every year since 1991; and desires to continue its tree-planting practices by planting a Southern Magnolia tree at the Areca Palm Park, which is located on the corner of Alameda & Cypress Lane, in honor of National Arbor Day.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, urge all our residents to plant trees and support efforts to protect our trees and woodlands for our future generations, and do hereby proclaim April 30, 2021, at 10:00 AM as:

"ARBOR 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 April 8, 2021

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, municipal clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the municipal clerk serves as the information center on functions of local government and community; and

WHEREAS, municipal clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs, Florida, do hereby proclaim the week of May 2 through May 8, 2021 as:

"MUNICIPAL CLERKS WEEK"



*In witness whereof I have herunto set my hand
and caused the seal of this city to be affixed*

Mayor Beverly Smith

Date April 8, 2021



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Administration

ITEM 9.1: Proposed Ordinance No. 2021-03 - Village Code Amendment - Chapter 34 - Law Enforcement and Parks & Recreation Impact Fees (*First Reading*)

SUMMARY:

The Planning, Zoning & Building Department is recommending an amendment to the Village Code - Chapter 34 to create a new Division 14 "Impact Fees" within Article VI "Land Use" to adopt by reference the "Village of Palm Springs Impact Fee Study" prepared by Tindale Oliver and to establish impact fee rates for Village law enforcement and Village parks and recreation facilities.

Impact fees are a one-time capital charge levied against new development to support the portion of Village capital costs (of infrastructure) that are expected to be needed/consumed as a result of the new development. Thus, ensuring that new development supports the cost of required infrastructure to meet expected levels of service and not place this cost exclusively on existing property owners.

Note: Legal requirements for impact fees have primarily been established through case law since the 1980's, but the Florida Legislature has also passed statutory procedural and methodological requirements and limitations (found in Chapter 163.31801, Florida Statutes).

The Village retained impact fee experts, Tindale Oliver, to prepare a technical study to recommend the calculation of new impact fees for law enforcement and parks and recreation in compliance with statutory and case law requirements.

Note: The Village has assessed law enforcement and parks and recreation impact fees since at least 2006, but a technical study outlining the methodology for the current rates has not been located in the archives. Additionally, the Village Code mentions impact fees, but does not currently contain the specificity of the proposed code amendments.

The proposed Ordinance includes:

1. Adoption of the impact fee study would provide a consumption-based methodology for calculating impact fee rates to be charged to new development based on the burden (demand) placed on law enforcement and parks and recreation services
2. Adoption of a schedule of rates established by land use category
3. Provisions for payment of impact fee at the time of issuance of building permits
4. Provisions for alternative fee calculations should an applicant desire to perform their own study to determine applicable rates for a proposed project
5. Allowances for developer-contribution credits
6. Allowances and restrictions on Village use of impact fees

The Consultant has developed recommended rates to be considered by the Village Council and are outlined within the attached schedule. A sample of these rates are as follows:

Land Use	Impact Unit	Current Law Enforcement Impact Fee	Proposed Law Enforcement Impact Fee	Current Parks & Recreation Impact Fee	Proposed Parks & Recreation Impact Fee
Single Family Residential	dwelling unit	\$131.80	\$274.44	\$273.00	\$659
Multi-Family Residential	dwelling unit	\$131.80	\$199.63	\$273.00	\$485
General Office	1,000 s.f.	\$56.53	\$139.20	\$ 0	\$0
Commercial Retail	1,000 s.f.	\$44.45	\$236.16	\$ 0	\$0
Fast Food Restaurant & drive-thru	1,000 s.f.	\$44.45	\$1,517.08	\$ 0	\$0

The Village Council may adopt rates that below the recommended rates and/or may may also "phase in" rates by adopting an impact fee schedule with planned increases each fiscal year that are within the maximum rates calculated by the methodology outlined in the Tindale Oliver impact fee study.

Note: Currently, the Florida Legislature is considering a proposed bill that would limit impact fee increases. As currently proposed, increases must be adopted in four equal installments, not exceed 50% of the current fee, and can only occur once every four years. If approved, this legislation would limit the Village's ability to pursue the "phase in" approach. Further, this proposed cap by the Legislature may change as this legislation is actively being considered and debated.

The Planning & Zoning Board will consider the proposed ordinance during their meeting on April 13, 2021 and their recommendation will be shared prior to 2nd and Final Reading.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney, the Interim Planning, Zoning & Building Director, Police Chief, Parks and Recreation Director and the Finance Director.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on May 13, 2021.

If approved, the proposed, new impact fees will begin to be collected on new building permits that are issued after the effective date of the ordinance on June 21, 2021 (the required 90-day notice was published March 23, 2021).

FISCAL IMPACT:

The proposed, new impact fees would increase Village revenues to assist in supporting the requisite costs to provide the highest levels of policing and parks & recreation infrastructure and would be determined by the new growth that occurs within the Village.

Based on FY 2020 permit activity, the proposed, new impact fees are expected to generate approximately \$7,537.12 and \$18,304 for law enforcement and parks & recreation, respectively, within FY 2022.

Note: Previous years' revenues for both law enforcement and parks & recreation are provided below:

Fiscal Year (FY)	Law Enforcement Impact Fee	Parks & Recreation Impact Fee
2010	\$ 4,936.53	\$ 2,139.82
2011	\$ 9,399.46	\$ 1,710.80
2012	\$ 621.19	\$ 0
2013	\$ 5,281.94	\$ 5,320.97
2014	\$ 3,145.59	\$ 2,076.40
2015	\$ 31,282.65	\$ 5,119.60
2016	\$ 3,435.58	\$ 1,029.75
2017	\$10,366.17	\$10,903.00
2018	\$ 9,747.23	\$21,144.24
2019	\$22,161.00	\$30,202.63
2020	\$ 1,213.14	\$ 4,564.42

If approved, the proposed, new impact fees will begin to be collected on new building permits that are issued after the effective date of the ordinance on June 21, 2021 (the required 90-day notice was published March 23, 2021).

ATTACHMENTS:

Proposed Ordinance No. 2021-03 - Law Enforcement and Parks & Recreation Impact Fees

Schedule of Maximum Potential Impact Fee Rates (Proposed) - Law Enforcement and Parks & Recreation

Impact Fee Study - Tindale Oliver - draft March 18, 2021

Calculated Percentages of Maximum Potential Impact Fee Rates - Law Enforcement and Parks and Recreation

Resolution No. 2012-53 - Current Impact Fee Schedule

Tindale-Oliver Presentation - Impact Fee Summary

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE" TO ADD A NEW DIVISION 14 "IMPACT FEES" TO PROVIDING FOR THE ADOPTION OF IMPACT FEES FOR LAW ENFORCEMENT AND PARKS AND RECREATION; PROVIDING FOR APPLICABILITY, FINDINGS OF FACT, INTENT AND PURPOSE; DEFINITIONS; ADOPTING AN IMPACT FEE STUDY; PROVIDING FOR THE CALCULATION, IMPOSITION AND PAYMENT OF IMPACT FEES AND FEE SCHEDULES; EXEMPTIONS; CHANGES IN USE; ALTERNATIVE IMPACT FEE CALCULATIONS; DEVELOPER CONTRIBUTION CREDITS; USE OF FUNDS AND REFUNDS; UPDATING, ANNUAL INDEXING, REPORTING, AND AUDITS; VESTED RIGHTS; PENALTY; APPEALS; PROVIDING CODIFICATION, IMPLEMENTING ADMINISTRATIVE ACTIONS, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution and F.S. sec. 166.021 grant the Village broad home rule powers necessary to carry on municipal government.

WHEREAS, Florida Statutes sec. 163.3202(3) encourages the use of innovative land development regulations which include the use of impact fees to implement the goals, objectives and policies of the Village's Comprehensive Plan.

WHEREAS, Florida Statutes sec. 163.31801 specifies certain requirements for impact fee ordinances.

WHEREAS, growth in residential and nonresidential properties has occurred and the population of the Village is projected to increase by thirty percent (30%) by 2045.

WHEREAS, the Village has provided law enforcement and parks and recreation capacity-adding capital improvement facilities to the community historically and wishes to continue to do so and to maintain current levels of service for these facilities.

WHEREAS, growth within the Village has resulted in the need to expand and fund law enforcement and parks and recreation facilities to accommodate the demands imposed by such growth without decreasing the level of service currently provided to existing users.

WHEREAS, expansion of capital improvement systems to accommodate new growth shall promote and protect the public health, safety and general welfare of the residents of Palm Springs.

WHEREAS, in order for future growth to pay more equitably the cost of expanding necessary capital improvement systems to meet the demands imposed by such growth, the Village Council finds that it is necessary to adopt impact fees for the law enforcement and parks and recreation facilities.

WHEREAS, the Village has included in its Five Year Capital Improvement Plan, law enforcement and parks and recreation capacity-adding improvements to serve new development and to be funded, in part, by impact fees paid by new capital improvement impact projects.

WHEREAS, the intent of the Village in imposing impact fees is to recover only the proportionate share of the costs reasonably connected to meeting the demands of new growth.

WHEREAS, the report entitled "Village of Palm Springs Impact Fee Study," dated *[March 18, 2021]*, and prepared by Tindale-Oliver & Associates, Inc. (the "Impact Fee Study") sets forth a methodology and analysis for establishing the impact of new development on the need for and costs of additional capital improvements related to law enforcement and parks and recreation services in the Village.

WHEREAS, the Impact Fee Study is based on the most recent and localized data;

WHEREAS, based on the Impact Fee Study, the Village Council finds that the capital improvement system to be funded with impact fee revenues serves the entire geographic area of the

Village and therefore have a benefit Village-wide to those paying the fees.

WHEREAS, the Village Council has evaluated its existing debt and previously approved capital improvement projects and has determined that expenditures of impact fee revenues resulting from this Ordinance, based on the Five Year Capital Improvement Plan, are reasonably connected and have a rational nexus to capacity facility impacts created by new construction, not existing development.

WHEREAS, the Village Council finds that the Impact Fee Study has provided revenue credits for sources of revenue other than impact fees, which also contribute to the provision of capital improvement facilities, to ensure fee payors do not pay twice for their contributions to new capital improvement capacity.

WHEREAS, the Village Council therefore finds that the impact fees calculated in the Impact Fee Study are proportional, reasonably connected to, and have rational nexus with the need for additional capital facilities and the increased impact generated by new residential and, as applicable, new commercial construction.

WHEREAS, the Village Council further finds that the impact fees calculated in the Impact Fee Study are proportional, reasonably connected to, and have rational nexus with the expenditures of the funds collected and the benefits accruing to the new residential and, as applicable, new commercial construction assessed impact fees by this Ordinance.

WHEREAS, the Village Council has received and accepted the Impact Fee Study and all associated schedules and analyses prepared by Tindale-Oliver & Associates, Inc.

WHEREAS, the Impact Fee Study sets forth the calculations and basis for the impact fees utilized and associated with the provision of Village capital improvements needed to serve new development.

WHEREAS, the Village Council's intent is to expend the impact fee revenues collected pursuant to this Ordinance only for the purposes for which they were collected, specifically, to defray the capital cost incurred to meet the demands imposed by growth.

WHEREAS, the Village provided notice on the 23rd day of March, 2021, at least ninety (90) days prior to the effective date of the impact fees contained in this Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Village Council of the Village of Palm Springs, Florida, as follows:

SECTION 1. That Chapter 34 "Land Development", Article VI "Land Use" of the Code of Ordinances of the Village of Palm Springs, Florida is hereby amended to create a new Division 14 "Impact Fees", as follows:

Division 14. Impact Fees

Sec. 34-1500. - Short title. This Division shall be known and may be cited as "the Village of Palm Springs Impact Fees."

Section 34-1510. Applicability.

This division applies to new capital improvement impact projects for which a building permit is applied for after the effective date of this chapter. This chapter adopts impact fees to offset the Village's costs to maintain its capital improvement system, as the term is defined in Section 34-1530. This chapter does not exempt or affect the requirements for the payment of utility and other service fees, including water and wastewater fees, under Chapter 78 "Utilities" of the Village Code of Ordinances.

Sec. 34-1520. Findings of Fact, Purpose and Intent of Ordinance.

It is hereby ascertained, determined and declared that:

(a) Both existing development and development necessitated by the growth contemplated in the comprehensive plan will require improvements and additions to law enforcement facilities and parks and recreation facilities of the Village to accommodate and maintain existing level of service standards.

(b) Future growth necessitating capital improvement impact projects should contribute its proportional and reasonable share of the cost of capacity-adding improvements and additions to law enforcement facilities and parks and recreation facilities required to accommodate capital improvement demands generated by such growth as adopted in the comprehensive plan.

(c) Implementation of a reasonable impact fee structure to require future capital improvement impact projects to contribute their proportional and reasonable share of the cost of required new capital improvement capacity is an integral and vital element of the regulatory plan of growth management incorporated in the comprehensive plan.

(d) The projected capital improvements and additions to the capital improvement system of the Village and the allocation of projected costs between those necessary to serve existing development and those required to accommodate new capital improvement impact projects, as presented in the study entitled "Impact Fee Study," approved and adopted by the Village Council on [May 13, 2021], and such projections are found to be in conformity with the comprehensive plan.

(e) Capital improvement planning is an evolving process, and the capital improvements and additions to the law enforcement facilities and parks and recreation facilities identified upon the date of adoption of the ordinance from which this article is derived constitute projections of growth patterns and improvements and additions based upon present knowledge and judgment. Therefore, in recognition of changing growth patterns and the dynamic nature of population growth, it is the intent of the Village Council that the identified improvements and additions to the capital improvement system be reviewed and adjusted periodically to ensure that impact fees are imposed equitably and lawfully and are utilized effectively based upon actual and anticipated conditions at the time of their imposition.

(f) The purpose of this chapter is to require payment of Village-wide impact fees by new capital improvement impact projects and to provide for the cost of capital improvements to the Village's capital improvement system, which are required to accommodate the additional demand caused by such capital improvement impact projects.

(g) The Village Manager hereby designates the Planning, Zoning and Building Director as the administrator of this chapter.

(h) This chapter shall not be construed to permit the collection of impact fees from capital improvement impact projects in excess of the amount reasonably anticipated to offset the proportional demand new growth will have on the Village's capital improvement systems.

Sec. 34-1530. Definitions.

When used in this chapter, the following words, terms and phrases, whether capitalized or not, shall have the meanings set forth in this section. Terms used in this article but which are not defined here, shall have the meaning set forth in Section 1-2 of the Code of Ordinances.

Alternative Impact Fee: An alternative fee calculated by an applicant and approved by the Director pursuant to Section 34-1590.

Applicant: The person who applies for a building permit for a capital improvement impact

project.

Capital Improvements: Facilities in the Village's capital improvement system that include or add capacity to accommodate new capital improvement impact projects, consistent with the impact fee study assumptions and methodology and this article.

Capital Improvement Impact Project: Land development designed or intended to permit a use of the land which will contain more impact units than the existing use of land, or which will otherwise change the use of land in a manner that increases the demands upon the Village's capital improvement system.

Capital Improvement System: The Village-wide law enforcement facilities and parks and recreation facilities provided by the Village to accommodate additional capital improvement demands generated by new capital improvement construction.

Director: The Director of the Village's Planning, Zoning and Building Department, or the Director's designee.

Encumbered: Monies committed by contract or purchase order in a manner that obligates the Village to expend the encumbered amount upon delivery of goods or completion of services or, if applicable, conveyance of right-of-way by a vendor, supplier, contractor or owner.

Impact Fee Benefit District: The geographic area encompassed by the Village of Palm Springs at the time of the Impact Fee Study.

Impact Fee Rate: An impact fee imposed for a particular capital improvement impact project under the applicable impact fee land use category established in the schedule incorporated in Section 34-1540.

Impact Fee Study: The studies adopted pursuant to Section 34-1530.

Impact unit: An increment of development measured in dwelling units, building area, floor area, retail area, beds, or other similar measure identified in the impact fee study.

Law Enforcement Facilities: Capital improvements provided by the Village to accommodate capital improvement impact projects for the purpose of acquiring or expanding police services capital equipment and/or facilities under the jurisdiction of the Village.

Level of Service Standard: The minimum acceptable conditions of law enforcement facilities and parks and recreation facilities.

Mixed-Use Capital Improvement Impact Projects: In which more than one impact fee land use category is contemplated, with each category constituting a separate and identifiable enterprise not subordinate to or dependent on other enterprises within the capital improvement impact project.

Offsite Improvements: Capital improvements located outside of the boundaries of a capital improvement impact project, which are required by the Village in order to mitigate the demands of developments other than those of a proposed capital improvement impact project paying impact fees or requesting developer contribution credits. Offsite improvements do not include access improvements.

Owner: The person holding legal title to the real property upon which the capital improvement impact project is to occur.

Parks and recreation facilities: The community, neighborhood, and special facility park and recreation facilities provided by the Village in order to accommodate capital improvement impact projects.

Square Footage or "sf": The gross area measured in feet from the exterior faces of exterior walls or other exterior boundaries of the building.

Sec. 34-1530. Adoption of Impact Fee Study.

The Village Council hereby adopts and incorporates by reference the study entitled "Village of Palm Springs Impact Fee Study," dated [March 18, 2021], including the assumptions, conclusions and findings in the study as to the allocation of anticipated costs of capital improvements and additions to the Village's capital improvements system, between those costs required to accommodate existing development and those costs required to accommodate the demands of new capital improvement impact projects generated by new growth contemplated in the comprehensive plan.

Sec. 34-1540. Fees Imposed.

(a) All capital improvement impact projects occurring within the Village's impact fee benefit district, after the effective date, shall either pay the impact fees established in this section or redeem equivalent and valid developer credits.

(b) The impact fees are imposed on all capital improvement impact projects located in the Village, at the rates established under the applicable impact fee land use category in Table 1.

(c) The impact fees authorized by this article shall be as stated in Table 1. A proposed capital improvement impact project shall pay the stated amount for each category of the capital improvement system at the time of building permit issuance.

Table 1

Village of Palm Springs Parks & Recreational Facilities Impact Fee Schedule

Land Use	Impact Unit	Maximum Calculated Impact Fee
<i>Residential</i>		
Single Family (detached/attached):		
- Less than 1,500 sf	du	\$659
- 1,500 to 2,499 sf	du	\$731
- 2,500 sf or more	du	\$819
Multi-Family (Apartment/Condo)	du	\$485
Mobile Home	du	\$582
Senior Adult Housing (Detached)	du	\$560
Senior Adult Housing (Attached)	du	\$370

[Table 1 continues on next page]

Table 1, continued

Village of Palm Springs Law Enforcement Impact Fee Schedule

ITE LUC	Land Use	Impact Unit	Maximum Calculated Impact Fee
<i>Residential:</i>			
210	Single Family (detached/attached)		
	- Less than 1,500 sf	du	\$271.44
	- 1,500 to 2,499 sf	du	\$301.60
	- 2,500 sf or more	du	\$337.51
220/230	Multi-Family (Apartment/Condo):	du	\$199.63
240	Mobile Home	du	\$239.85
251	Senior Housing (Detached)	du	\$229.79
252	Senior Housing (Attached)	du	\$152.24
<i>Transient, Assisted, Group:</i>			
253	Congregate Care Facility	du	\$208.01
254	Assisted Living Facility	bed	\$145.45
310	Hotel	room	\$153.27
320	Motel	room	\$126.68
620	Nursing Home	bed	\$170.48
<i>Recreational:</i>			
430	Golf Course	hole	\$131.38
444	Movie Theater	screen	\$811.72
<i>Institutions:</i>			
520	Elementary School (Private)	student	\$12.51
522	Middle School (Private)	student	\$14.08
530	High School (Private)	student	\$14.08
540	University/Junior College (7,500 or fewer students) (Private)	student	\$15.64
550	University/Junior College (more than 7,500 students) (Private)	student	\$12.51
560	Church	1,000 sf	\$57.87
565	Day Care Center	1,000 sf	\$126.68
<i>Medical</i>			
610	Hospital	1,000 sf	\$201.76
630	Clinic	1,000 sf	\$284.65
<i>Office:</i>			
710	General Office	1,000 sf	\$139.20
720	Medical Office 10,000 sq ft or less	1,000 sf	\$187.68
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$269.01

[Table 1 continues on next page]

	Table 1, continued		
	Village of Palm Springs Law Enforcement Impact Fee Schedule, continued		
ITE LUC	Land Use	Impact Unit	Maximum Calculated Impact Fee
<i>Retail:</i>			
820	Shopping Center/Retail	1,000 sf gla	\$236.16
840/ 841	New/Used Auto Sales	1,000 sf	\$245.55
850	Supermarket	1,000 sf	\$376.92
880/ 881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$289.34
890	Furniture Store	1,000 sf	\$50.05
<i>Services:</i>			
911	Bank/Savings Walk-In	1,000 sf	\$161.09
912	Bank/Savings Drive-In	1,000 sf	\$233.04
931	Quality Restaurant	1,000 sf	\$900.86
932	High-Turn Over Restaurant	1,000 sf	\$871.15
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$1,517.08
942	Automobile Care Center	1,000 sf	\$261.19
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	\$228.34
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.	\$278.39
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.	\$315.93
<i>Industrial:</i>			
110	General Light Industrial	1,000 sf	\$78.20
140	Manufacturing	1,000 sf	\$71.94
150	Warehousing	1,000 sf	\$17.20
151	Mini-Warehouse	1,000 sf	\$6.26
154	High-Cube Transload/Storage	1,000 sf	\$14.08

(d) Payment of impact fees under this section does not exempt an applicant from the requirement to provide access improvements, including required right-of-way dedications or easement deeds, in accordance with the Village code requirements, and/or any valid ordinance or regulation applicable to the proposed capital improvement impact project.

Sec. 34-1550. Exemptions.

(a) The following shall be exempted from payment of impact fees:

- (1) Alteration, expansion or replacement of an existing dwelling unit which does not increase the number of families which that dwelling unit is arranged, designed, or intended to accommodate for the purpose of providing living quarters, except in the case of single family homes when the expansion results in the dwelling unit to

move into a different tier.

- (2) Alteration or expansion of a building if the building use upon completion does not generate greater demand for the applicable category of the capital improvement system than was assumed in the impact fee study and reflected under the applicable impact fee rate.
- (3) Replacement of a building or the construction of an accessory building if the replacement building or accessory building does not result in a land use generating greater demand for the applicable category of the capital improvement system than was assumed in the impact fee study and reflected under the applicable impact fee rate.
- (4) Temporary construction sheds or trailers erected to assist in construction and maintained during the term of a building permit.
- (5) Public schools and charter schools, pursuant to Florida Statutes § 1002.33(18)(d).
- (6) Any other use exempt under Florida Statutes.

(b) The Village shall not increase impact fee rates to offset any reduced revenue resulting from exemptions granted under this section, if any. In addition, to the extent an impact-generating use is exempt, the Village will further ensure sufficient funding availability to maintain levels of service.

Sec. 34-1560. Payment.

(a) Except as otherwise provided in this article, no person shall carry out any capital improvement impact project unless the appropriate impact fee as set forth in Sections 34-1540, 34-1560, 34-1580 or 34-1590 is paid at the time of issuance of the building permit for the capital improvement impact project.

(b) Except as provided in (c) below, each proposed capital improvement impact project shall be categorized by the Director according to the land use categories set forth in Section 34-1540. The Director will categorize a proposed capital improvement impact project based on the meanings assumed in the impact fee study, the definitions in Section 1-2 of the Village Code, the Land-Based Classification Standards, (APA) (<https://www.planning.org/lbcs/>), or other generally-accepted source.

(c) If a proposed use is not specifically listed and is determined by the Director not to apply to any listed land use category in Section 34-1590, the provisions of Section 34-1580 of this article apply.

(d) All impact fees required by this article shall be paid directly to the Village of Palm Springs.

(e) The payment of impact fees shall be in addition to any other fees, charges or assessments due for the issuance of a building permit, except as expressly provided otherwise by the Village Code of Ordinances.

(f) The obligation for payment of impact fee shall run with the land.

(g) The Village Council may impose a reasonable administrative charge for the collection of impact fees, not in excess of actual costs.

Sec. 34-1570. Changes in use.

Impact fees shall be imposed and calculated on any or all of the applicable below listed conditions for the alteration, expansion or replacement of a building or dwelling unit or the construction of an

accessory building if the alteration, expansion, or replacement of the building or dwelling unit or the construction of an accessory building results in a land use determined to generate greater impacts on the Village's capital improvement systems than the present use under the applicable impact fee rate. The impact fee imposed under the applicable impact fee rate shall be calculated as follows:

(a) When there is a change in land use, the impact fees imposed shall be the impact fees due under the applicable impact fee rate for the impact fee land use category resulting from the land use change less the impact fee that would be imposed under the applicable impact fee rate for the impact fee land use category prior to the land use change.

(b) Unless exempt by Section 34-1550, when the square footage of a building is increased, the impact fee rate shall be calculated based only on the increased square footage.

(c) Unless exempt by Section 34-1550, the impact fee imposed for any accessory buildings shall be that applicable under the impact fee rate for the land use for the primary building.

Sec. 34-1580. Calculation of Fees For Non-Listed Uses and Mixed-Uses.

(a) If a capital improvement impact project involves a land use not listed under the impact fee land use categories set forth in Section 34-1540, the Director shall determine the impact on the applicable category of capital improvement systems to be generated by the proposed capital improvement impact project and shall calculate appropriate impact fees utilizing a methodology generally consistent with Section 34-1590.

(b) If a capital improvement impact project involves a mixed-use capital improvement impact project, the Director shall calculate the impact fees based upon the demand, by category of capital improvement system, to be generated by each separate land use category included in the proposed mixed-use capital improvement impact project. Outparcels within larger developments shall be calculated individually and not included in the overall square footage of the development.

Sec. 34-1590. Alternative Fee; Calculation.

(a) If an applicant believes that the impact to the law enforcement facilities or parks and recreation facilities caused by the applicant's proposed capital improvement impact project is less than the fee established in Section 34-1540 or 34-1580, the applicant may, at his or her own expense, prior to issuance of a building permit for such capital improvement impact project, submit a calculation of an alternative impact fee to the Director pursuant to the provisions of this section. The Director shall make a determination within ten (10) business days of submittal, or as otherwise required by law, as to whether that calculation complies with the requirements of this Section.

(b) For purposes of any alternative impact fee calculation, the capital improvement impact project shall be presumed to have the maximum impact on the capital improvement system for the land use category contemplated under the impact fee rate.

(c) If an applicant decides to perform an alternative impact fee study, the methodology for said study shall be approved by the Director, based on the methodology adopted by the Village Council in the impact fee study, before the applicant begins the study. Through an alternative impact fee study, an applicant may calculate the demand component for a proposed development that is different than that described in the impact fee study. However, the cost and credit components for the alternative impact fee shall be those included in the impact fee study, adjusting for any indexing applied under Section 34-1620 or adjustments made by the Village Council to the fees calculated in the impact fee study.

(d) An application for an alternative impact fee shall include the following information:

(1) For law enforcement, and parks and recreation impact fees:

- a. Public facility demand for the proposed development, based on local empirical surveys for the same or similar land use types; and
- b. Estimated population based upon local empirical surveys of similar land use types.

(e) The alternative impact fee calculations shall be based on data, information or assumptions contained in this article or independent sources, provided that:

- (1) The independent source is a Village-accepted source of engineering or planning information; or
- (2) The independent source is a local study supported by a database adequate for the conclusions contained in that study, performed by a professional engineer or planner, pursuant to a generally accepted methodology of planning or engineering; or
- (3) If an applicant for a previously approved capital improvement impact project, submitted a traffic impact study during a Village approval process, which is substantially consistent with the criteria required by this Section, and if that study is determined by the Director to be current, the impact of that previously approved project shall be presumed for the proposed project to be as described in the prior study. In such circumstances, an alternative impact fee shall be established reflecting the capital improvement impacts described in the prior study.

(f) If the Director determines that the data, information and assumptions utilized by the applicant to calculate the alternative impact fee comply with the requirements of this section, the alternative impact fee shall be paid in lieu of the fee set forth in Section 34-1540 or Section 34-1580.

(g) If the Director determines that the data, information and assumptions utilized by the applicant to calculate the alternative impact fee do not comply with the requirements of this section, then the Village shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection of the alternative Village-wide impact fee, and the reason therefor.

Sec. 34-1600. Developer Contribution Credits.

(a) The Village shall grant a credit against the impact fee imposed pursuant to this chapter for the donation of land or for the construction of offsite improvements, other than access improvements, to a category of the capital improvement system that the Village requires or has required pursuant to a development order, including capital improvement obligations made prior to or after the effective date of this article. Such prior obligations may include development agreements, administrative or discretionary approvals, or mitigation fees and contributions.

(b) All impact fee credits associated with projects subject to a development of regional impact development order shall be consistent with the provisions of Florida Statutes § 380.06, 163.31801(5), 163.31 and other applicable laws.

(c) In order to receive a credit, the Director must determine that:

(1) Previously obligated capital improvements either:

- a. Are included in the Village's Five Year Capital Improvement Plan or were at the time the obligation arose; or
- b. Are substantially similar in nature and extent to the same category of the capital improvement system included on the Village's Five Year Capital Improvement

Plan; or

- (2) Proposed capital improvements are an integral part of and a necessary accommodation of the contemplated offsite improvements to the category of capital improvement system included in the Village's Five Year Capital Improvement Plan.

(d) Unless established otherwise by the Director, based on prior documentation, the amount of credit resulting from a capital improvement obligated prior to the effective date of this article shall be the present value of the obligated improvements minus the maximum impact fee recommended in the impact fee study or as determined under Section 34-1590.

(e) The amount of a developer contribution credit proposed after the effective date of this article shall be determined according to the following standards of valuation:

- (1) The value of donated land shall be based upon a written appraisal of fair market value by an M.A.I. appraiser, selected and paid for by the applicant, based upon comparable sales of similar property between unrelated parties utilizing accepted land appraisal methodologies. If the appraisal does not conform to the requirements of this section, the appraisal shall be corrected and resubmitted. If the Director disagrees with the appraised value, the Village may engage another appraiser and the value of the land donation shall be an amount equal to the average of the two appraisals. If the Village's appraisal varies by 25% or more from the applicant's, the Village may assess the cost of the Village's appraisal against the applicant as provided by law.
- (2) The cost of anticipated construction of offsite improvements to a category of the capital improvement system shall be based upon cost estimates certified by a registered professional engineer and approved by the Village.
- (3) The land and construction contributions shall receive credits under this section only for capacity adding capital improvements to the category of the capital improvements system, in order to accommodate capital improvement impact projects, consistent with the impact fee study and the Village's Five Year Capital Improvement Plan.

(f) Prior to issuance of a building permit, the applicant shall submit to the Director a proposed plan of construction of offsite improvements for the applicable category of the capital improvements system. The proposed plan of construction shall, in accordance with the requirements of this section, include:

- (1) A list of the contemplated offsite improvements;
- (2) A legal description of any land proposed to be donated and a written appraisal prepared in conformity with subsection (f)(1) of this section;
- (3) An estimate of proposed construction costs certified by a registered professional engineer.
- (4) A proposed time schedule for completion of the proposed plan of construction.
- (5) A proposed methodology for the valuation of the requested credits in the event of subsequent increases in impact fee rates.

(g) The Director shall determine:

- (1) If a proposed plan of construction is in conformity with contemplated offsite improvements to the applicable category of the capital improvements system;
- (2) If the proposed donation and construction by the applicant is consistent with the public interest;

- (3) If the proposed construction time schedule is consistent with the Village capital improvements work schedule; and
- (4) In the event of a future impact fee rate increase, how holders of credits approved since the original effective date of this article, will receive the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.
- (5) Upon receipt of a proposed plan of construction, the Director shall determine the amount of construction credit based upon the standards of valuation set out in this section, and shall approve a timetable for completion of construction.
 - a. All construction cost estimates shall be based upon, and all construction plans and specifications shall be in conformity with, the construction standards of the Village. All plans and specifications shall be approved by the Director prior to commencement of construction.
 - b. Credits approved by the Director under this section shall be subject to a credit agreement with the Village Council.
 - c. The credit agreement shall establish, among other things, the duration for which the credits remain eligible for redemption by the Village, not to exceed twenty (20) years, as well as the impact on the value of the credits of any subsequent increases in applicable Village impact fees, as required by Florida Statutes § 163.31801(5).
 - d. Any applicant shall have a right of review, pursuant to Section 34-1650, of the determinations and certifications of a proposed plan of construction and the determination and valuation of the developer contribution credit by the Director.
 - e. If the amount of developer contribution credit for a category of capital improvement system impact fees, as determined by the Director, exceeds the total amount of impact fees due by the applicant, the Village Council may execute with the applicant an agreement for future reimbursement of the excess of such construction credit from future receipts by the Village of impact fees from that category of the capital improvement system only. Such agreement for reimbursement shall not be for a period in excess of ten (10) years from the date of completion of the approved plan of construction, and shall provide for a forfeiture of any remaining reimbursement balance at the end of such ten-year period.
 - f. A credit shall not be awarded for any contribution of land, money, or services not made directly by the applicant, including a contribution or grant made by another entity.
 - g. Nothing contained in this section shall be interpreted or construed to qualify any land required as right-of-way under the Village's land development regulations, or required by the county or the state, as donated land under this section.

Sec. 34-1610. Use of Funds; Refunds.

(a) In order to ensure impact fee revenues are spent to the proportional benefit of new development, the Village Council has established and will maintain a separate accounting funds for each of the following categories of the capital improvement system, by benefit district:

- (1) law enforcement facilities; and
- (2) parks and recreation facilities.

(b) The accounting funds shall be maintained separate and apart from each other and from all other accounts of the Village. All impact fees shall be deposited into the corresponding fund immediately upon receipt.

(c) The monies deposited into an impact fee accounting fund shall be used solely for the purpose of funding capital improvement capacity within the Village, including but not limited to:

- (1) design and construction plan preparation;
- (2) building construction;
- (3) permitting;
- (4) right-of-way and land acquisition, including all costs of acquisition or condemnation;
- (5) construction management and inspection;
- (6) surveying and soils and material testing;
- (7) necessary capital equipment;
- (8) repayment of monies transferred or borrowed from any budgetary fund of the Village which were used to fund a capital improvement; and
- (9) payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the Village to provide funds to construct or acquire capital improvements to the Village's capital improvement system, in order to mitigate increased impacts generated by new residential and, as applicable, nonresidential construction.

(d) Funds on deposit in an impact fee fund shall not be used, in whole or in part, to pay existing debt or for previously approved capital facilities, unless such expenditures are reasonably connected to and have a rational nexus with increased impacts on such facilities by new construction.

(e) Funds on deposit in an impact fee fund shall not be used for any expenditure that would be classified as a maintenance, operation, or repair expense or to cure an existing deficiency in the capital improvement system.

(f) Funds on deposit in an impact fee fund shall not be used for any expenditure other than for the same category of capital improvement system fee for which the fee was collected, in accordance with the impact fee study, and only within the same benefit district from which the fees were collected.

(g) The monies deposited into an impact fee fund shall be used solely to provide additional capital improvement capacity to the Village's capital improvement system required to accommodate new capital improvement impact projects, as provided in the Village's Five Year Capital Improvement Plan or by agreement with Palm Beach County or other partnering agency providing capital improvements in the Village impact fee benefit district.

(h) Any monies on deposit which are not immediately necessary for expenditure shall be invested in interest bearing accounts by the Village. All interest income derived from such investments shall remain or be deposited in the impact fee accounting fund on which the interest income was earned.

(i) The impact fees collected pursuant to this article shall be returned to the applicant that paid them on the building permit if:

- (1) A building permit issued for a capital improvement impact project is revoked, expires, withdrawn, or is cancelled prior to completion of the developer's project; or

- (2) such fees have not been expended or encumbered prior to the end of the fiscal year immediately following the seventh anniversary of the date upon which such fees were paid.
- (j) Refunds shall be made only in accordance with the following procedure:
 - (1) The applicant shall file a refund request with the Director for a revoked, expired, withdrawn, or cancelled building permit within 180 days of such action or, where it is alleged that the Village has not complied with (i)(2) above, shall file a petition with the Village Council within one (1) year following the end of the fiscal year in which occurs the date of the seventh anniversary of the payment of the impact fee by the original capital improvement impact project.
 - (2) The petition for refund shall be submitted to the Director and shall contain:
 - a. A notarized sworn statement that the petitioner was the applicant and paid the impact fees for which a refund is sought; and
 - b. A copy of the dated receipt issued for payment of the fee, or such other record as would indicate payment of the fee.
 - (3) Within ninety (90) days from the date of receipt of a complete refund request application, related to a revoked, withdrawn, cancelled, or expired building permit, or as otherwise provided by law, the Director shall either approve or deny the request.
 - (4) Within sixty (60) days from the date of receipt of a petition for refund under (j)(2) above, or as otherwise provided by law, the Director will advise the petitioner and the Village Council of the status of the impact fee refund request, and, whether the impact fee paid has not been spent or encumbered within the applicable time period. If it was not, within ninety (90) days of the petition, or as otherwise provided by law, the Village Council shall authorize the fees to be returned to the petitioner with interest at the average net interest rate earned by the Village in the applicable impact fee accounting fund during the time such impact fee was on deposit. For the purposes of this section, fees collected are deemed to be spent or encumbered on the following basis: The first fee in shall be the first fee out.

Sec. 34-1620. Updating, Indexing, Annual Reporting, and Audits

- (a) At least once every five (5) years, the Village shall update the impact fee study that provides the basis for the impact fees imposed under this article.
- (b) During years when no update occurs, as required above, and beginning in June 2022 the impact fee schedules set forth in Section 34-1540 shall be adjusted annually to account for inflationary increases in the costs to the Village of providing capital improvements to new development.
- (c) These annual adjustments shall be consistent with the methodology set forth in the impact fee study and shall be based on the Construction Cost Index calculated by the Engineering News-Record (ENR), the Palm Beach County Property Appraiser, the U.S. Department of Labor Consumer Price Index, and Florida Department of Transportation databases, as applicable and appropriate to a particular impact fee capital improvement system category.

(d) After consultation with the Village Attorney, the Director shall confirm the reasonableness of the proposed index to the impact fee rates. Based on the reference data and methodology contained in this section, the Director may submit a request for the proposed indexing of the impact fee rates as a separate item in the annual budget submittal to Village Council for the Planning, Zoning and Building Department. If Village Council approves the proposed indexing of the impact fee rate as a part of the department's budget submittal, the Director shall submit a resolution for Village Council approval, adopting the new impact fee rates, in ordinance with procedures required by law. If Village Council does not adopt the proposed indexing of impact fee rates, the impact fee rate for the previous year remains in effect.

(e) Increases in impact fee rates must comply with the developer credit provisions in Section 34-1600 and must ensure the holders of any impact fee credits created under this article, but in existence before a fee increase, receive the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established, including credits granted under Florida Statute § 163.3180 or § 380.06 after the original effective date of this article.

(f) On an annual basis, the Director shall report to the Village Council as to the following:

- (1) the amount of impact fee revenues currently on account for each category of the capital improvement system for which impact fees are collected;
- (2) the amount and nature of any expenditure or encumbrance of impact fees since the prior annual report;
- (3) the status of outstanding developer credits and credit balances; and
- (4) the amount and nature of any planned expenditures or encumbrances of impact fees prior to the next annual report.

(g) Audits of the Village's financial statements, which are performed by a certified public accountant pursuant to § 218.39, Florida Statutes and submitted to the Auditor General, must include an affidavit signed by the Finance Director, stating that the Village has complied with the requirements of Florida Statutes § 163.31801.

(h) In addition to the items that are reported in the annual financial reports under F.S. § 218.39 and section 34-1620(g) above, the Village will issue a report on impact fees that includes the following data:

- (1) The specific purpose of the impact fee, including the specific infrastructure needs to be met, for each category of impact fee collected pursuant to this Article.
- (2) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage, as set out in the impact fee study.
- (3) The amount assessed for each purpose and for each type of dwelling.
- (4) The total amount of impact fees charged by type of dwelling.
- (5) Each exception and waiver provided for construction or development of housing that is affordable.

Sec 34-1630. Vested Rights.

Nothing in this article shall limit or modify the rights of any person to complete any development for which a lawful building permit was issued prior to the effective date of this article and on which there has been a good faith reliance and a substantial change of position.

Sec. 34-1640. Penalty.

Violations of this article may be punished as provided in Section 34-572 of the Village Code. Additionally, the county may obtain an injunction or other legal or equitable relief in the circuit court against any person violating this article.

Sec. 34-1650. Appeals.

(a) Final decisions of the Director, or his or her designee, under this article are subject to appeal. An appeal must be filed with the Village clerk within 30 days of the date of the final decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The Village Council shall hear the appeal. The hearing shall occur within 30 days of the receipt of the appeal, unless waived by the appellant, and a written decision shall be rendered within 20 days of the hearing.

(b) Nothing in this section shall affect the remedies the Village has available under applicable law.

Section 34-1660. Effective Date.

The Village will provide notice of not less than ninety (90) days before the effective date of adoption of this Division and any revisions or any resolution increasing impact fee rates or adopting new impact fee rates.

SECTION 2. Codification. The provisions of this Ordinance shall be codified as and become and be made a part of the Village of Palm Springs Code of Ordinances. The Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Chapter", "Section," "Article," or other appropriate word; provided, however, that Sections 3-6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 3. Implementing Administrative Actions. The Village Manager, or designees within Village management staff, shall have the power and authority to implement the provisions of this Ordinance by taking appropriate administrative actions to include, but not be limited to, the promulgation of appropriate administrative rules and forms.

SECTION 4. Conflicts. To the extent of any conflict between any other Village regulations and ordinances and this Ordinance, this Ordinance shall be deemed to control. Provided, however, that this Ordinance is not intended to amend or repeal any existing chapter or regulation, unless expressly set forth in this Ordinance.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof.

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon its 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	☐	☐	☐
GARY READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEVERLY SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

**Village of Palm Springs Parks & Recreational Facilities
Impact Fee Schedule**

Land Use	Impact Unit	Maximum Calculated Impact Fee
<i>Residential</i>		
Single Family (detached/attached):		
- Less than 1,500 sf	du	\$659
- 1,500 to 2,499 sf	du	\$731
- 2,500 sf or more	du	\$819
Multi-Family (Apartment/Condo)	du	\$485
Mobile Home	du	\$582
Senior Adult Housing (Detached)	du	\$560
Senior Adult Housing (Attached)	du	\$370

Village of Palm Springs Law Enforcement Impact Fee Schedule

ITE LUC	Land Use	Impact Unit	Maximum Calculated Impact Fee
Residential			
210	Single Family (detached/attached)		
	- Less than 1,500 sf	du	\$271.44
	- 1,500 to 2,499 sf	du	\$301.60
	- 2,500 sf or more	du	\$337.51
220/230	Multi-Family (Apartment/Condo):	du	\$199.63
240	Mobile Home	du	\$239.85
251	Senior Housing (Detached)	du	\$229.79
252	Senior Housing (Attached)	du	\$152.24
Transient, Assisted, Group:			
253	Congregate Care Facility	du	\$208.01
254	Assisted Living Facility	bed	\$145.45
310	Hotel	room	\$153.27
320	Motel	room	\$126.68
620	Nursing Home	bed	\$170.48
Recreational:			
430	Golf Course	hole	\$131.38
444	Movie Theater	screen	\$811.72
Institutions:			
520	Elementary School (Private)	student	\$12.51
522	Middle School (Private)	student	\$14.08
530	High School (Private)	student	\$14.08
540	University/Junior College (7,500 or fewer students) (Private)	student	\$15.64
550	University/Junior College (more than 7,500 students) (Private)	student	\$12.51
560	Church	1,000 sf	\$57.87
565	Day Care Center	1,000 sf	\$126.68
Medical			
610	Hospital	1,000 sf	\$201.76
630	Clinic	1,000 sf	\$284.65
Office:			
710	General Office	1,000 sf	\$139.20
720	Medical Office 10,000 sq ft or less	1,000 sf	\$187.68
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$269.01
Retail:			
820	Shopping Center/Retail	1,000 sf gla	\$236.16
840/841	New/Used Auto Sales	1,000 sf	\$245.55
850	Supermarket	1,000 sf	\$376.92
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$289.34
890	Furniture Store	1,000 sf	\$50.05
Services:			
911	Bank/Savings Walk-In	1,000 sf	\$161.09
912	Bank/Savings Drive-In	1,000 sf	\$233.04
931	Quality Restaurant	1,000 sf	\$900.86
932	High-Turn Over Restaurant	1,000 sf	\$871.15
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$1,517.08
942	Automobile Care Center	1,000 sf	\$261.19
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	\$228.34
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.	\$278.39
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.	\$315.93
Industrial:			
110	General Light Industrial	1,000 sf	\$78.20
140	Manufacturing	1,000 sf	\$71.94
150	Warehousing	1,000 sf	\$17.20
151	Mini-Warehouse	1,000 sf	\$6.26
154	High-Cube Transload/Storage	1,000 sf	\$14.08



VILLAGE OF
PALM SPRINGS
Florida



Village of Palm Springs Impact Fee Study

DRAFT Report
March 18, 2021



Prepared for:

Village of Palm Springs

Development Services Department
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0704002-02.20

Village of Palm Springs Impact Fee Study

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Appendices:

Appendix A: Demand Component -- Population: Supplemental Information

Appendix B: Cost Component -- Building and Land Values: Supplemental Information

I. Introduction

The Village of Palm Springs is the 12th largest municipality in Palm Beach County, with a population of approximately 24,000 permanent residents. Since 2000, the Village's population doubled primarily due to an aggressive annexation program. These annexations included improved residential and commercial properties as well as some vacant land. As the Village becomes more developed, the growth is starting to occur through redevelopment projects. To address capital infrastructure needs associated with new growth, the Village implemented law enforcement and parks and recreational facilities impact fees. At this time, to comply with the legislative requirements and to reflect most recent data, the Village is interested in updating its impact fee program.

The Village of Palm Springs has retained Tindale Oliver (TO) to prepare the technical study for these fees and this report serves as the technical study to support the calculation of the impact fees.

Methodology

In updating the Village's impact fee program, a consumption-based impact fee methodology is utilized, which is commonly used throughout Florida. A consumption-based impact fee charges new development based upon the burden placed on services from each land use (demand). The demand component is measured in terms of population per unit of development in the case of law enforcement and parks and recreational facilities impact fee areas.

A consumption-based impact fee charges new growth the proportionate share of the cost of providing additional infrastructure necessitated by and available for use by new growth. Unlike a "needs-based" approach, the consumption-based approach ensures that the impact fee is set at a rate that does not generate revenues at a level to correct existing deficiencies. As such, the Village does not need to go through the process of estimating the portion of each capacity expansion project that may be related to existing deficiencies. In addition, per legal requirements, a credit is subtracted from the total cost to account for the value of future tax contributions generated by new development toward any capacity expansion projects. In other words, case law requires that the new development should not be charged twice for the same service.

Legal Standard Overview

In Florida, legal requirements related to impact fees have primarily been established through case law since the 1980's. Impact fees must comply with the "dual rational nexus" test, which requires that they:

- Be supported by a study demonstrating that the fees are proportionate in amount to the need created by new development paying the fee; and
- Be spent in a manner that directs a proportionate benefit to new development, typically accomplished through establishment of benefit districts (if needed) and a list of capacity-adding projects included in the Capital Improvement Plans, Capital Improvement Elements, or another planning documents/Master Plans.

In 2006, the Florida legislature passed the "Florida Impact Fee Act," which recognized impact fees as "an outgrowth of home rule power of a local government to provide certain services within its jurisdiction." § 163.31801(2), Fla. Stat. The statute – concerned with mostly procedural and methodological limitations – did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, such as the requirement of the fee being based on most recent and localized data, a 90-day requirement for fee changes, and other similar requirements, most of which were common to the practice already.

More recent legislation further affected the impact fee framework in Florida, including the following:

- **HB 227 in 2009:** The Florida legislation statutorily clarified that in any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or the Impact Fee Act and that the court may not use a deferential standard.
- **SB 360 in 2009:** Allowed fees to be decreased without the 90-day notice period required to increase the fees and purported to change the standard of legal review associated with impact fees. SB 360 also required the Florida Department of Community Affairs (now the Department of Economic Opportunity) and Florida Department of Transportation (FDOT) to conduct studies on "mobility fees," which were completed in 2010.
- **HB 7207 in 2011:** Required a dollar-for-dollar credit, for purposes of concurrency compliance, for impact fees paid and other concurrency mitigation required.

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- **HB 319 in 2013:** Applied mostly to concurrency management authorities, but also encouraged local governments to adopt alternative mobility systems using a series of tools identified in section 163.3180 (5)(f), Florida Statutes.
- **HB 207 in 2019:** Included the following changes to the Impact Fee Act along with additional clarifying language:
 1. Impact fees cannot be collected prior to building permit issuance; and
 2. Impact fee revenues cannot be used to pay debt service for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential and commercial construction.
- **HB 7103 in 2019:** Addressed multiple issues related to affordable housing/linkage fees, impact fees, and building services fees. In terms of impact fees, the bill required that when local governments increase their impact fees, the outstanding impact fee credits for developer contributions should also be increased. This requirement will operate prospectively. This bill also allowed local governments to waive/reduce impact fees for affordable housing projects without having to offset the associated revenue loss.
- **SB 1066 in 2020:** Added language allowing impact fee credits to be assignable and transferable at any time after establishment from one development or parcel to another that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or district within the same local government jurisdiction. In addition, added language indicating any new/increased impact fee not being applicable to current or pending permit applications submitted prior to the effective date of an ordinance or resolution imposing new/increased fees.
- **HB 1339 in 2020:** Requires reporting of various impact fee related data items within the annual financial audit report submitted to the Department of Financial Services.

The following paragraphs provide further detail on the generally applicable legal standards applicable here.

Impact Fee Definition

- An impact fee is a one-time capital charge levied against new development.
- An impact fee is designed to cover the portion of the capital costs of infrastructure capacity consumed by new development.
- The principal purpose of an impact fee is to assist in funding the implementation of projects identified in the Capital Improvements Element (CIE) and other capital improvement programs for the respective facility/service categories.

Impact Fee vs. Tax

- An impact fee is generally regarded as a regulatory function established based upon the specific benefit to the user related to a given infrastructure type and is not established for the primary purpose of generating revenue for the general benefit of the community, as are taxes.
- Impact fee expenditures must convey a proportional benefit to the fee payer. This is accomplished through the establishment of benefit districts as needed, where fees collected in a benefit district are spent in the same benefit district.
- An impact fee must be tied to a proportional need for new infrastructure capacity created by new development.

This technical report has been prepared to support legal compliance with existing case law and statutory requirements and documents the methodology used for impact fee calculations for each fee in the following sections, including an evaluation of the inventory, service area, level of service (LOS), cost, credit, and demand components. Information supporting this analysis was obtained through November 2020 from the Village and other sources, as indicated.

II. Law Enforcement

This section discusses the analysis used in the update of the law enforcement impact fee. Several elements addressed in this section include:

- Facility Inventory
- Service Area and Demand Component
- Level of Service
- Cost Component
- Credit Component
- Net Impact Cost
- Calculated Impact Fee Schedule
- Impact Fee Schedule Comparison

These elements are summarized throughout this section.

Facility Inventory

The facility inventory for the Village's law enforcement services includes buildings, land, vehicles and equipment. According to information provided by the Village of Palm Springs, law enforcement building and land related capital assets include approximately 13,950 square feet of building space and 2.5 acres of land. Table II-1 presents this information.

Cost estimate for the police station is based primarily on insurance values, estimated cost figures for the police station expansion and cost information obtained from other jurisdictions. Land values are based on a review of current value of land where the existing station is located and estimated value of a parcel the Village is considering purchasing based on information obtained from the Palm Beach County Property Appraiser as well as vacant land sales and values of similarly sized parcels.

Based on this data and analysis, the building value is estimated at \$300 per square foot and the land value is estimated at \$250,000 per acre. These cost estimates result in a total building and land value of approximately \$4.8 million, of which \$4.2 million is for buildings and the remaining \$625,000 is for land. A more detailed explanation of building and land value estimates is included in Appendix B.

Table II-1
Law Enforcement Building and Land Inventory

Facility⁽¹⁾	Address⁽¹⁾	Square Footage⁽¹⁾	Total Acres⁽¹⁾	Building Value⁽²⁾	Land Value⁽³⁾	Total Building and Land Value⁽⁴⁾
Police Station	230 Cypress Lane	13,946	2.50	\$4,183,800	\$625,000	\$4,808,800
Building Value per Square Foot⁽⁵⁾				\$300		
Land Value per Acre⁽⁶⁾					\$250,000	

1) Source: Village of Palm Springs

2) Square footage (Item 1) multiplied by the estimated building value per square foot (Item 5)

3) Total acres (Item 1) multiplied by the land value per acre (Item 6)

4) Sum of building value (Item 2) and land value (Item 3)

5) Source: Appendix B

6) Source: Appendix B

In addition to land and buildings, the Village of Palm Springs law enforcement impact fee inventory includes the necessary vehicles and equipment required to perform law enforcement services. As presented in Table II-2, the total vehicle and equipment value is approximately \$3.0 million.

Table II-2
Law Enforcement Equipment and Vehicle Inventory⁽¹⁾

Description ⁽¹⁾	Total Units ⁽¹⁾	Unit Value ⁽²⁾	Total Value ⁽¹⁾
Vehicles			
Police Car	55	\$42,289	\$2,325,900
Truck	3	\$22,500	\$67,500
Van	1	\$50,000	\$50,000
Total Vehicle Value			\$2,443,400
Equipment			
Taser Gun	32	\$1,402	\$44,878
Paraclete Rifle Shield	4	\$5,187	\$20,748
800 Frequency Radio and Tower	1	\$9,000	\$9,000
Motorola Quantar Radio Repeater	1	\$15,601	\$15,601
Motorola Radio System Hardware	1	\$121,342	\$121,342
Thermal Imaging Camera	1	\$5,619	\$5,619
In-Camera System WI-FI Points	1	\$5,478	\$5,478
Watch Guard In-Car Camera System Server Setup	1	\$10,650	\$10,650
911 Telephone Recording Unit	1	\$12,180	\$12,180
Cell Phone Reader	1	\$9,350	\$9,350
Canon DR-7550c Image Scanner	1	\$5,000	\$5,000
Live Scan Fingerprint Device & Child ID	1	\$7,157	\$7,157
Closed Circuit Television System	1	\$20,000	\$20,000
Bi-Directional Amplifier	1	\$29,297	\$29,297
Wanco Portable Light Tower	1	\$7,600	\$7,600
Wanco Solar Minimatrix Message Board	1	\$19,150	\$19,150
Motorola Apx7500 Consollete Control St	1	\$6,417	\$6,417
Recording System Intell Xeon Quad Core	1	\$9,858	\$9,858
Polaris Ranger UTV (Golf Cart)	1	\$13,205	\$13,205
Polaris Ranger Crew ATV	1	\$11,774	\$11,774
Speed Trailer Smart 850	1	\$10,705	\$10,705
Radar Speed Trailer	1	\$10,220	\$10,220
Crash Zone Traffic System	1	\$6,126	\$6,126
Generac 2000 Diesel Generator-New PS Bldg	1	\$46,400	\$46,400
Dispatcher Workstation	3	\$15,021	\$45,063
Radio Consoles	3	\$19,412	\$58,236
Furniture	1	\$8,567	\$8,567
Total Equipment Value			\$569,621
Total Vehicle and Equipment Value			\$3,013,021
Number of Officers ⁽³⁾			49
Cost per Officer			\$61,490

1) Source: Village of Palm Springs

2) Total value divided by number of units

3) Source: Village of Palm Springs

Service Area and Demand Component

The Village of Palm Springs Police Department provides law enforcement services for the entire Village. As such, the proper benefit district for law enforcement is the entire Village. In this technical study, the current 2021 weighted and functional population estimates are used.

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Because simply using weighted (permanent plus weighted seasonal) population estimates does not fully address daily workers and visitors who also benefit from law enforcement services, the “functional” weekly 24-hour population approach is used to establish a common unit of demand across different land uses. Functional population accounts for residents, visitors and workers traveling in and out of the Village throughout the day and calculates the presence of population at different land uses during the day, which represents the demand component of the impact fee equation. Appendix A provides further explanation of the population analysis and demand calculations.

Level of Service

Based on sworn officer counts provided by the Village of Palm Springs Police Department, as well as, population estimates produced in Appendix A, the current level of service (LOS) is calculated at 2.01 sworn officers per 1,000 weighted seasonal residents. Table II-3 presents the calculation of the existing LOS, which are used in the impact fee calculations assuming the Village will continue to provide this LOS in the future.

While the 2020 LOS is 2.01 sworn officers per 1,000 weighted seasonal residents, to calculate the law enforcement impact fee, the LOS needs to be calculated in terms functional residents. As shown, the current LOS of law enforcement services is 2.18 sworn officers per 1,000 functional residents, which is utilized in calculating the law enforcement impact fee for the Village of Palm Springs.

Table II-3
Current Level of Service (2020)

Component	Year 2021	
	Weighted Population	Functional Population
Population ⁽¹⁾	24,435	22,495
Number of Law Enforcement Officers ⁽²⁾	49	49
Residents per Officer ⁽³⁾	499	459
LOS (officers per 1,000 residents)⁽⁴⁾	2.01	2.18

1) Source: Appendix A, Table A-1 for weighted population and Table A-7 for functional population

2) Source: Table II-2

3) Population (Item 1) divided by number of officers (Item 2)

4) Number of officers (Item 2) divided by the population (Item 1) and multiplied by 1,000

Table II-4 summarizes a LOS comparison between the Village of Palm Springs and other Florida cities. The LOS is displayed in terms of permanent population for all jurisdictions because a functional population analysis has not been completed for these entities. The LOS comparison is based on the permanent population for 2020 and number of officers reported in the 2019 FDLE Criminal Justice Agency Profile Report, as these are the most recent data available for all jurisdictions. As presented in this table, the Village of Palm Springs' LOS is in the lower-range of the communities reviewed.

Table II-4
Level of Service Comparison (2020)

Jurisdiction	Service Area Population (2020)⁽¹⁾	Number of Officers⁽²⁾	LOS (Officers per 1,000 Residents)⁽³⁾
Town of Jupiter	63,188	114	1.80
Village of Palm Springs	23,867	49	2.05
City of Palm Beach Gardens	56,709	147	2.59
City of Boca Raton	95,139	201	2.11
City of Boynton Beach	78,495	145	1.85
City of Delray Beach	67,168	165	2.46
Village of North Palm Beach	12,813	44	3.43
City of West Palm Beach	116,781	292	2.50
City of Riviera Beach	36,057	124	3.44
Town of Juno Beach	3,463	14	4.04
Town of Palm Beach	8,409	64	7.61

1) Source: University of Florida, Bureau of Economic & Business Research (BEBR)

2) Source: FDLE Criminal Justice Agency Profile Report, 2019 for all jurisdictions except for City of Greenacres and Village of Palm Springs. The City of Greenacres is served by Palm Beach County Sheriff's Office, District 16. The officer figure for Palm Springs reflects the current count.

3) Permanent population (Item 1) divided by the number of officers (Item 2) and multiplied by 1,000

Cost Component

The cost component of the study evaluates the cost of all capital assets, including buildings, land and equipment/vehicles. Table II-5 provides a summary of all capital costs, which amounts to approximately \$7.8 million or \$160,000 per sworn officer.

In addition, Table II-5 also provides the impact cost per functional resident, which is calculated by multiplying the net asset value per sworn officer of \$160,000 by the current achieved LOS

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(sworn officers per 1,000 functional residents) of 2.18 and dividing by 1,000. As shown, this calculation results in law enforcement capital cost of \$348 per functional resident.

Table II-5
Total Impact Cost per Functional Resident

Component	Cost	Percent of Total Value ⁽⁸⁾
Building Value ⁽¹⁾	\$4,183,800	53.5%
Land Value ⁽¹⁾	\$625,000	8.0%
Vehicle and Equipment Value ⁽²⁾	\$3,013,021	38.5%
Total Asset Value⁽³⁾	\$7,821,821	100.0%
Number of police Officers ⁽⁴⁾	49	
Total Asset Value per Officer⁽⁵⁾	\$159,629	
Level-of-Service (Officers/1,000 Functional Residents) ⁽⁶⁾	2.18	
Total Impact Cost per Functional Resident⁽⁷⁾	\$347.99	

1) Source: Table II-1

2) Source: Table II-2

3) Sum of building, land, and vehicle and equipment value (Items 1 and 2)

4) Source: Table II-2

5) Total asset value (Item 3) divided by the number of police officers (Item 4)

6) Source: Table II-3

7) Total asset value per officer (Item 5) multiplied by the LOS (Item 6) divided by 1,000

8) Distribution of building, land, and vehicle/equipment values as part of the total asset value

Credit Component

To avoid overcharging new development, a review of the capital funding allocation for law enforcement services is completed. The purpose of this review is to determine any potential revenues generated by future development that is likely to be used for capital facilities, land, vehicle, and equipment expansion of the law enforcement program. Revenue credits are then applied against the total impact cost per functional resident so that new development is not charged twice for capital revenue contributions used to expand the law enforcement program.

Capital Expansion Credit

To calculate the capital expansion credit per functional resident, funding sources used for historical and future programmed capacity projects are reviewed. Between 2016 and 2025, the Village of Palm Springs allocated an average non-impact fee funding of \$172,000 per year toward law enforcement capital facilities utilizing General Fund and Sales Tax revenues. The annual capital expansion expenditures were divided by the average annual functional residents for the

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same period to calculate the average annual capital expansion credit per functional resident. As presented in Table II-6, the result is \$7.63 per functional resident per year.

Once the revenue credit per population is calculated, a credit adjustment is needed for the portion of the revenue credit funded with ad valorem tax revenues, which is approximately 5 percent of the cash funding. This adjustment accounts for the fact that new homes tend to pay higher property taxes per dwelling unit than older homes and was estimated based on a comparison of the average taxable value of newer homes to that of all homes. As presented, the adjusted revenue credit per population amounts to \$7.90 per year.

Table II-6
Capital Expansion Credit

Description ⁽¹⁾	Funding Source	FY 2016-2020	FY 2021-2025	Total (FY 2016-2025)
Machinery and Equipment	General Fund	\$184,784		\$184,784
Vehicles	General Fund	\$160,000		\$160,000
Police Station Expansion	Sales Tax		\$1,375,000	\$1,375,000
Total Capital Expansion Expenditures				\$1,719,784
Annual Capital Expansion Expenditures ⁽²⁾				\$171,978
Average Functional Population (FY 2016-2025) ⁽³⁾				22,554
Annual Capital Expansion Expenditure per Functional Resident⁽⁴⁾				\$7.63
Portion of Capital Expansion Projects Funded with Ad Valorem Tax Revenues ⁽⁵⁾				5%
Portion Funded with Ad-Valorem Tax Revenues ⁽⁶⁾				\$0.38
Credit Adjustment Factor for Residential Land Uses ⁽⁷⁾				1.70
Residential Land Uses - Adjusted Annual Capital Improvement Credit per Functional Resident ⁽⁸⁾				\$0.65
Portion Funded with Other Sources ⁽⁹⁾				\$7.25
Residential Land Uses: Total Capital Expansion Credit per Functional Resident⁽¹⁰⁾				\$7.90

1) Source: Village of Palm Springs

2) Average capital expenditures over the 10-year period

3) Source: Appendix A, Table A-7

4) Annual capital expansion expenditures (Item 2) divided by the average annual functional population (Item 3)

5) Portion of total capital expansion expenditures funded by ad valorem tax revenue

6) Annual capital expansion expenditure per functional resident (Item 4) multiplied by the portion of capital expansion projects funded with ad valorem tax revenues (Item 5)

7) Adjustment factor to reflect higher ad valorem taxes paid by new homes

8) Portion funded with ad valorem tax revenues (Item 6) multiplied by the credit adjustment factor (Item 7)

9) Capital expansion expenditures per functional resident (Item 4) less portion funded with ad-valorem tax revenues (Item 6)

10) Adjusted capital expansion expenditures per functional resident (Item 8) plus the portion funded with other revenue sources (Item 9)

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Debt Service Credit

Any outstanding bond issues related to the law enforcement also will result in a credit to the impact fee. The Village of Palm Springs used bond proceeds for the construction of the police station. The remaining debt service payments are divided by the population during the same period to determine the debt service credit per resident. Table II-7 presents these calculations.

Table II-7
Debt Service Credit

Description ⁽¹⁾	Funding Source ⁽¹⁾	Present Value of Payments Remaining ⁽¹⁾	Avg Annual Functional Population During Remaining Debt Service Period ⁽²⁾	Credit per Resident ⁽³⁾
General Obligation Bond, Portion Associated with Construction of Police Station	General Fund	\$1,135,239	23,780	\$47.74
Total Debt Service Credit per Functional Resident				\$47.74
Portion Funded with Ad Valorem Tax Revenues ⁽⁴⁾				23%
Total Debt Service Credit per Functional Resident Paid with Ad Valorem Tax Revenues ⁽⁵⁾				\$10.98
Adjustment Factor for Residential Land Uses ⁽⁶⁾				1.70
Adjusted Portion of the Debt Service Credit for Residential Land Uses ⁽⁷⁾				\$18.67
Portion Funded with Other Sources ⁽⁸⁾				\$36.76
Total Debt Service Credit for Residential Land Uses ⁽⁹⁾				\$55.43

1) Source: Village of Palm Springs

2) Source: Appendix A, Table A-7

3) Present value of payments remaining (Item 1) divided by average annual functional population (Item 2)

4) Portion of total debt service expenditures funded by ad valorem tax revenue based on portion of General Fund funded with ad valorem taxes

5) Total debt service credit per functional resident multiplied by the portion funded with ad valorem tax revenues (Item 4)

6) Adjustment factor to reflect higher ad valorem taxes paid by new homes

7) Total debt service credit per functional resident paid with ad valorem tax revenues (Item 5) multiplied by the credit adjustment factor (Item 6)

8) Total debt service credit per functional resident less the portion paid with ad valorem tax revenues (Item 5)

9) Sum of the adjusted portion of the debt service credit for residential land uses (Item 7) and the portion funded with other sources (Item 8)

Net Law Enforcement Impact Cost

The net impact cost per resident is the difference between the cost component and the credit component. Table II-8 summarizes the calculation of the net impact cost which amounts to approximately \$144 per functional resident for residential land uses and \$156 per functional resident for non-residential land uses.

Table II-8
Net Impact Cost

Impact Cost / Credit Element	Per Functional Resident
Impact Cost	
Total Impact Cost ⁽¹⁾	\$347.99
Revenue Credit	
Annual Capital Expansion "Cash" Credit per Functional Resident ⁽²⁾	
- Residential	\$7.90
- Non-residential	\$7.63
Capitalization Rate	2.3%
Capitalization Period (in years)	25
Capital Expansion "Cash" Credit per Functional Resident ⁽³⁾	
- Residential	\$148.94
- Non-residential	\$143.85
Debt Service Credit ⁽⁴⁾	
- Residential	\$55.43
- Non-residential	\$47.74
Total Revenue Credit ⁽⁵⁾	
- Residential	\$204.37
- Non-residential	\$191.59
Net Impact Cost⁽⁶⁾	
- Residential	\$143.62
- Non-residential	\$156.40

1) Source: Table II-5

2) Source: Table II-6

3) Average annual capital improvement credit (Item 2) for a capitalization rate of 2.3% over 25 years

4) Source: Table II-7

5) Sum of total capital improvement credit (Item 3) and total debt service credit (Item 4)

6) Total impact cost (Item 1) less total revenue credit (Item 5)

Calculated Law Enforcement Impact Fee Schedule

Table II-9 presents the calculated law enforcement impact fee schedule scenarios for the Village of Palm Springs for both residential and non-residential land uses, based on the net impact cost per functional resident previously presented in Table II-8.

Table II-9
Calculated Village of Palm Springs Law Enforcement Impact Fee Schedule

ITE LUC	Land Use	Impact Unit	Functional Population Coefficient ⁽¹⁾	Net Impact Fee per Unit ⁽²⁾	Current Adopted Fee ⁽³⁾	Percent Change ⁽⁴⁾
Residential:						
210	Single Family (detached/attached)					
	- Less than 1,500 sf	du	1.89	\$271.44	\$131.80	106%
	- 1,500 to 2,499 sf	du	2.10	\$301.60	\$131.80	129%
	- 2,500 sf or more	du	2.35	\$337.51	\$131.80	156%
220/230	Multi-Family (Apartment/Condo):	du	1.39	\$199.63	\$131.80	52%
240	Mobile Home	du	1.67	\$239.85	\$131.80	82%
251	Senior Housing (Detached)	du	1.60	\$229.79	\$131.80	74%
252	Senior Housing (Attached)	du	1.06	\$152.24	\$131.80	16%
Transient, Assisted, Group:						
253	Congregate Care Facility	du	1.33	\$208.01	N/A	N/A
254	Assisted Living Facility	bed	0.93	\$145.45	N/A	N/A
310	Hotel	room	0.98	\$153.27	N/A	N/A
320	Motel	room	0.81	\$126.68	N/A	N/A
620	Nursing Home	bed	1.09	\$170.48	N/A	N/A
Recreational:						
430	Golf Course	hole	0.84	\$131.38	N/A	N/A
444	Movie Theater	screen	5.19	\$811.72	N/A	N/A
Institutions:						
520	Elementary School (Private)	student	0.08	\$12.51	N/A	N/A
522	Middle School (Private)	student	0.09	\$14.08	N/A	N/A
530	High School (Private)	student	0.09	\$14.08	N/A	N/A
540	University/Junior College (7,500 or fewer students) (Private)	student	0.10	\$15.64	N/A	N/A
550	University/Junior College (more than 7,500 students) (Private)	student	0.08	\$12.51	N/A	N/A
560	Church	1,000 sf	0.37	\$57.87	N/A	N/A
565	Day Care Center	1,000 sf	0.81	\$126.68	N/A	N/A
Medical						
610	Hospital	1,000 sf	1.29	\$201.76	\$49.45	308%
630	Clinic	1,000 sf	1.82	\$284.65	\$49.45	476%
Office:						
710	General Office	1,000 sf	0.89	\$139.20	\$56.53	146%
720	Medical Office 10,000 sq ft or less	1,000 sf	1.20	\$187.68	\$49.45	280%
720	Medical Office greater than 10,000 sq ft	1,000 sf	1.72	\$269.01	\$49.45	444%
Retail:						
820	Shopping Center/Retail	1,000 sf gla	1.51	\$236.16	\$44.45	431%
840/841	New/Used Auto Sales	1,000 sf	1.57	\$245.55	\$44.45	452%
850	Supermarket	1,000 sf	2.41	\$376.92	\$44.45	748%
880/881	Pharmacy/Drug Store w/ & without Drive-Thru	1,000 sf	1.85	\$289.34	\$44.45	551%
890	Furniture Store	1,000 sf	0.32	\$50.05	\$44.45	13%
Services:						
911	Bank/Savings Walk-In	1,000 sf	1.03	\$161.09	\$44.45	262%
912	Bank/Savings Drive-In	1,000 sf	1.49	\$233.04	\$44.45	424%
931	Quality Restaurant	1,000 sf	5.76	\$900.86	\$44.45	1927%
932	High-Turn Over Restaurant	1,000 sf	5.57	\$871.15	\$44.45	1860%
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	9.70	\$1,517.08	\$44.45	3313%
942	Automobile Care Center	1,000 sf	1.67	\$261.19	\$44.45	488%
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	1.46	\$228.34	N/A	N/A
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.	1.78	\$278.39	N/A	N/A
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.	2.02	\$315.93	N/A	N/A

Table II-9 (Continued)
Calculated Village of Palm Springs Law Enforcement Impact Fee Schedule

ITE LUC	Land Use	Impact Unit	Functional Population Coefficient ⁽¹⁾	Net Impact Fee per Unit ⁽²⁾	Current Adopted Fee ⁽³⁾	Percent Change ⁽⁴⁾
Industrial:						
110	General Light Industrial	1,000 sf	0.50	\$78.20	\$9.34	737%
140	Manufacturing	1,000 sf	0.46	\$71.94	\$9.34	670%
150	Warehousing	1,000 sf	0.11	\$17.20	\$9.34	84%
151	Mini-Warehouse	1,000 sf	0.04	\$6.26	\$9.34	-33%
154	High-Cube Transload/Storage	1,000 sf	0.09	\$14.08	\$9.34	51%

1) Source: Appendix A, Table A-8 for residential land uses and Appendix A, Table A-9 for non-residential land uses

2) Source: Net impact cost per functional resident from Table II-8 is multiplied by the functional population coefficient for each land use

3) Source: Village of Palm Springs

4) Change from the current fee to calculated fee

N/A – Indicates a new land use or different impact unit

Law Enforcement Impact Fee Schedule Comparison

As part of the work effort in updating the Village of Palm Springs's law enforcement impact fee schedule, the Village's calculated impact fees for select land uses were compared to the adopted fee schedules of several Florida cities. Table II-10 presents this comparison.

Table II-10
Law Enforcement IF Schedule Comparison

Land Use	Unit ⁽²⁾	Village of Palm Springs		Cooper City ⁽⁵⁾	Dania Beach ⁽⁶⁾	Davie ⁽⁷⁾	Hallandale Beach ⁽⁸⁾	Miramar ⁽⁹⁾	Palm Beach Gardens ⁽¹⁰⁾	Palm Beach Shores ⁽¹¹⁾
		Calculated ⁽³⁾	Adopted ⁽⁴⁾							
Date of Last Update		2021	N/A	1990	2005	2009	2019	2016	2015	2005
Assessed Portion of Calculated ⁽¹⁾		N/A	N/A	100%	100%	100%	N/A	74%	100%	N/A
Residential:										
Single Family (1,600 sq ft)	du	\$302	\$132	\$91	\$294	\$307	\$380	\$543	\$307	\$560
Multi-Family (1,300 sq ft)	du	\$200	\$132	\$91	\$239	\$114	\$218	\$543	\$252	\$455
Non-Residential:										
Light Industrial	1,000 sf	\$78	\$9	\$37	\$184	\$48	\$92	\$420	\$179	\$350
Office (50,000 sq ft)	1,000 sf	\$139	\$57	\$37	\$184	\$300	\$167	\$420	\$365	\$350
Retail (125,000 sq ft)	1,000 sfgla	\$236	\$44	\$37	\$184	\$300	\$290	\$420	\$596	\$350
Bank w/Drive-Thru	1,000 sf	\$233	\$44	\$37	\$184	\$300	\$288	\$420	\$591	\$350
Fast Food w/Drive-Thru	1,000 sf	\$1,517	\$44	\$37	\$184	\$300	\$1,750	\$420	\$2,307	\$350

- 1) Represents the portion of the maximum calculated fee for each respective county that is actually charged. Fee may have been lowered/increased through annual indexing or policy discounts. Does not account for moratorium/suspensions.
- 2) du = dwelling unit
- 3) Source: Table II-9
- 4) Source: Village of Palm Springs
- 5) Source: Cooper City Code of Ordinances, Chapter 22 Planning and Public Facilities, Article IV. Impact Fees, Sec. 22-65. Fee shown is "Public Safety Improvements" fee, which includes a combined police and fire. services fee.
- 6) Source: City of Dania Beach Document Center. Fee is \$.389 per sq. ft. for residential and commercial.
- 7) Source: Town of Davie Planning and Zoning Department. Less than 10 units per parcel fee shown as a proxy for multi-family.
- 8) Source: Tindale Oliver 2019 City of Hallandale Beach Impact Fee Study. Fees shown represent maximum calculated law enforcement impact fees. Fees shown are not yet adopted. Multi-family 3 to 9 units utilized as a proxy for multi-family.
- 9) Source: City of Miramar Community and Economic Development Department
- 10) Source: Palm Beach Gardens Unified Services.
- 11) Source: Palm Beach Shores Code of Ordinances, Chapter 28 - Finance, Article III - Impact Fees, Sec. 28-46

III. Parks & Recreation Facilities

This section addresses the analysis used in developing the parks and recreation impact fee. Several elements addressed in the section include:

- Park Land and Recreation Facilities Inventory
- Service Area and Demand Component
- Level of Service
- Cost Component
- Credit Component
- Net Impact Cost
- Calculated Impact Fee Schedule
- Impact Fee Schedule Comparison

These elements are summarized throughout this section.

Park Land and Recreation Facilities Inventory

Based on information provided by the Village of Palm Springs, the Village's land and recreation facilities inventory utilized for impact fee purposes includes 11 parks totaling approximately 38 acres. The inventory excludes park land that is not owned by the Village's and parks that are operated by another entity and/or generate revenue. Table III-1 presents a summary of the inventory included in the parks and recreation facilities impact fee.

Table III-1
Park Land and Recreation Facility Inventory

Park Name ⁽¹⁾	Classification	Acres	Buildings		Courts						Fields	
			Leisure Activities	Teen Center	Basketball (lit)	Futsal (lit)	Pickleball (lit)	Sand Volleyball (lit)	Sand Volleyball (unlit)	Tennis (lit)	Baseball/ Softball (lit)	Multi-Purpose
Village Athletic Center Complex	Community	18.00	4,380	950	2	1	2	1		2	2	1
Christmas Palm Park	Neighborhood	0.28										
Frost Lake Park	Neighborhood	4.60										
Greenbrier Park	Neighborhood	0.39										
Lakewood Gardens Park	Neighborhood	2.30			1				1			
Royal Palm Park	Neighborhood	2.30										
Sabal Palm Park	Neighborhood	2.00										1
Sago Palm Park	Community	3.50										
Foxtail Palm Park	Neighborhood	3.30										
Areca Palm Park	Neighborhood	0.77										
Ponytail Palm Park	Neighborhood	0.21										
Total		37.65	4,380	950	3	1	2	1	1	2	2	2
Summary	Count	Acres	Leisure Activities	Teen Center	Basketball (lit)	Futsal (lit)	Pickleball (lit)	Sand Volleyball (lit)	Sand Volleyball (unlit)	Tennis (lit)	Baseball/ Softball (lit)	Multi-Purpose
Total	11	37.65	4,380	950	3	1	2	1	1	2	2	2
Neighborhood	9	16.15	0	0	1	0	0	0	1	0	0	1
Community	2	21.50	4,380	950	2	1	2	1	0	2	2	1

Table III -1 (Continued)
Park Land and Recreation Facility Inventory

Park Name ⁽¹⁾	Classification	Acres	Fishing Pier	Miniature Golf Course	Parking Spaces	Pavilion	Playground	Restrooms (square feet)	Trail: Paved (miles)	Wooden Gazebo
Village Athletic Center Complex	Community	18.00			340	1	1	320		
Christmas Palm Park	Neighborhood	0.28								
Frost Lake Park	Neighborhood	4.60	1						0.33	
Greenbrier Park	Neighborhood	0.39								
Lakewood Gardens Park	Neighborhood	2.30					1			
Royal Palm Park	Neighborhood	2.30			10		1			
Sabal Palm Park	Neighborhood	2.00			43			126		
Sago Palm Park	Community	3.50	1		9	1	1	960		1
Foxtail Palm Park	Neighborhood	3.30			6	1	1		0.12	
Areca Palm Park	Neighborhood	0.77		1	20					
Ponytail Palm Park	Neighborhood	0.21			5					
Total		37.65	2	1	433	3	5	1,406	0.45	1
Summary	Count	Acres	Fishing Pier	Miniature Golf Course	Parking Spaces	Pavilion	Playground	Restrooms (square feet)	Trail: Paved (miles)	Wooden Gazebo
Total	11	37.65	2	1	433	3	5	1,406	0.45	1
Neighborhood	9	16.15	1	1	84	1	3	126	0.45	0
Community	2	21.50	1	0	349	2	2	1,280	0.00	1

1) Source: Village of Palm Springs

Service Area and Demand Component

The Village-owned parks are utilized village-wide, and therefore, the village-wide service area and population are used in the calculation of parks and recreational facilities impact fee. Appendix A, Table A-1, provides the estimated population for 2021 and the projected population through 2045. Parks and recreation impact fees are charged only to residential land uses. As such, the weighted seasonal population per housing unit is used to measure demand from each residential land use, which is presented in Appendix A.

Level of Service

The current LOS for all Village of Palm Springs-owned and maintained parks is presented in Table III-2. To determine the current LOS, the total acreage of each park type is divided by the Village's population for 2021 and multiplied by 1,000. As shown, the current LOS for neighborhood parks is 0.68 acres per 1,000 residents while the adopted LOS standard is 0.50 acres per 1,000 residents. In the case of community parks, the achieved LOS is 0.91 acres per 1,000 residents while the adopted LOS standard is 1.50 acres per 1,000 residents. While the achieved LOS indicates the investment made by the community, the adopted LOS standard provides the intended/goal LOS. For impact fee calculation purposes, the lower of the two measures are used to ensure new development is not being charged at a level above what the existing community invested to date or intend to provide in the future. This approach results in the use of adopted LOS standard for neighborhood parks and the use of current LOS for the community parks, for a total of 1.41 acres per 1,000 residents.

Table III -2
Current Level of Service (2021)

Park Type Classification	Inventory (Acres)⁽¹⁾	Current LOS⁽²⁾	Adopted LOS Standard⁽³⁾	LOS Used in Calculations⁽⁴⁾
Neighborhood	16.15	0.68	0.50	0.50
Community	<u>21.50</u>	<u>0.91</u>	<u>1.50</u>	0.91
Total	37.65	1.59	2.00	1.41
2021 Permanent Population ⁽⁵⁾			23,720	

1) Source: Table III-1

2) Source: Acres for each park type (Item 1) divided by 2021 population (Item 5) multiplied by 1,000

3) Source: Village of Palm Springs, Recreation and Open Space Level of Service

4) Used lower of the current LOS vs. adopted LOS standard

5) Source: Appendix A, Table A-10 for permanent population

Table III-3 presents a comparison of the parks and recreation adopted LOS standards of other select Florida cities to the Village of Palm Springs' adopted LOS standard in terms of acreage per population. As shown, the Village's current LOS is in the lower end of the range of the adopted LOS standards of the other jurisdictions reviewed.

**Table III -3
Level of Service Comparison (Adopted)**

Jurisdiction	LOS Standard (Acres per 1,000 Residents)
Village of Palm Springs⁽¹⁾	2.00
Boynton Beach ⁽²⁾	2.50
Lake Worth ⁽³⁾	2.50
Greenacres ⁽⁴⁾	3.00
Riviera Beach ⁽⁵⁾	3.00
Lantana ⁽⁶⁾	3.14
North Palm Beach ⁽⁷⁾	4.00
Palm Beach Gardens ⁽⁸⁾	5.00
Town of Palm Beach ⁽⁹⁾	6.00
Village of Royal Palm Beach ⁽¹⁰⁾	10.00
Average (excluding VPS)	4.35

- 1) Source: Village of Palm Springs Comprehensive Plan, Recreation and Open Space Element, Policy A.6
- 2) Source: City of Boynton Beach, Comprehensive Plan, Recreation and Open Element, Objective 5.3.1
- 3) Source: City of Lake Worth Comprehensive Plan, Recreation and Open Space Element, Policy 7.1.1.9.
- 4) Source: City of Greenacres Comprehensive Plan, Chapter 5, Provision of Parks and Facilities, Objective 1.
- 5) Source: City of Riviera Beach Comprehensive Plan, Recreation and Open Space Element, Policy 1.2.2.
- 6) Source: Town of Lantana Comprehensive Plan 2017, Recreation and Open Space Element, Policy Rec 1.2.1.
- 7) Source: Village of North Palm Beach Comprehensive Plan, Recreation and Open Space Element, Table 9-1.
- 8) Source: City of Palm Beach Gardens Comprehensive Plan, Recreation and Open Space Element, Policy 7.1.1.1.
- 9) Source: Town of Palm Beach Comprehensive Plan, Recreation/Open Space Element, Table VI-4 Level of Service for Recreation and Open Space Acreage 2010 - 2025.
- 10) Source: Village of Royal Palm Beach Comprehensive Plan, Recreation and Open Space Element, Policy ROS-1.1.4.

Cost Component

The capital cost associated with parks and recreation facilities consists of two components: the cost of recreational facilities located at each park and the cost of purchasing and developing land for each park. The following paragraphs address park land and recreation facility value estimates.

Land Cost

The park land value per acre for the Village's park inventory is calculated based on upcoming park land purchase cost estimates, value of current park land, vacant land sales of similar size parcels over the past four years, and value of similar size vacant parcels based on information obtained from the Palm Beach County Property Appraiser's database. This analysis resulted in an estimated average land value of \$250,000 per acre as presented in Table III-4. Appendix B provides further detail regarding the calculation of the land value.

The cost of land for parks and recreation facilities includes more than just the purchase cost of the land. Landscaping, site improvement, and parking costs are also considered. These costs can vary greatly, depending on the type of park. Based on information provided by the Village and other Florida jurisdictions, the cost for landscaping, site preparation, and parking is estimated at \$10,000 per acre. The total land cost of \$260,000 per acre translates into land value of \$367 per resident based on the LOS of 1.41 acres per 1,000 residents.

Table III -4
Land Value per Resident

Variable/Calculation Step	Park Land Value
Land Value:	
Land Purchase Cost per Acre ⁽¹⁾	\$250,000
Landscaping, Site Preparation & Irrigation Cost per Acre ⁽²⁾	<u>\$10,000</u>
Total Land Cost per Acre ⁽³⁾	\$260,000
Achieved LOS/Adopted LOS Standard ⁽⁴⁾	1.41
Total Land Value per Weighted Resident⁽⁵⁾	\$366.60

1) Source: Appendix B

2) Source: Information provided by the Village of Palm Springs and other Florida jurisdictions

3) Sum of land purchase cost per acre (Item 1) and landscaping, site preparation, and irrigation cost per acre (Item 2)

4) Source: Table III-3

5) Total land cost per acre (Item 3) multiplied by total acres (Item 4) divided by 1,000

Recreational Facility Value

To estimate current recreational facility value, multiple sources were reviewed to determine the unit cost of each recreational facility type, including insured values of the facilities, recent cost information obtained for similar facilities from other jurisdictions and input from the Village of Palm Springs representatives.

In addition to the construction cost of recreational facilities, the architectural, engineering and inspection (AE&I) costs associated with developing this infrastructure are also included. The AE&I cost is estimated at 9 percent of the construction cost based on estimates obtained from the Village of Palm Springs. This percentage is also consistent with information obtained from other jurisdictions and industry standards.

As shown in Table III-5, the total recreational facility value for all parks is \$4.5 million, which equates to an average of \$120,000 per acre and \$190 per resident.

Table III -5
Recreational Facility Value

Description	Unit	Unit Cost ⁽¹⁾	Inventory Count by Park Type ⁽²⁾				Total Value by Park Type ⁽³⁾		
			Neighborhood	Community	All		Neighborhood	Community	All
Buildings									
Leisure Activities	sq. ft.	\$200	0	4,380	4,380		\$0	\$876,000	\$876,000
Teen Center	sq. ft.	\$100	0	950	950		\$0	\$95,000	\$95,000
Courts									
Basketball (lit)	sq. ft.	\$85,000	1	2	3		\$85,000	\$170,000	\$255,000
Futsal (lit)	court	\$45,000	0	1	1		\$0	\$45,000	\$45,000
Pickleball (lit)	court	\$30,000	0	2	2		\$0	\$60,000	\$60,000
Sand Volleyball (lit)	court	\$10,000	0	1	1		\$0	\$10,000	\$10,000
Sand Volleyball (unlit)	court	\$7,500	1	0	1		\$7,500	\$0	\$7,500
Tennis (lit)	court	\$60,000	0	2	2		\$0	\$120,000	\$120,000
Fields									
Baseball(lit)	field	\$315,000	0	2	2		\$0	\$630,000	\$630,000
Multi-Purpose	field	\$110,000	1	1	2		\$110,000	\$110,000	\$220,000
Fishing Pier	pier	\$20,000	1	1	2		\$20,000	\$20,000	\$40,000
Miniature Golf Course	course	\$70,000	1	0	1		\$70,000	\$0	\$70,000
Parking Spaces	space	\$2,000	84	349	433		\$168,000	\$698,000	\$866,000
Pavilion	pavilion	\$48,000	1	2	3		\$48,000	\$96,000	\$144,000
Playground	playground	\$75,000	3	2	5		\$225,000	\$150,000	\$375,000
Restrooms	sq. ft.	\$155	126	1,280	1,406		\$19,530	\$198,400	\$217,930
Trail: Paved	mile of trail	\$250,000	0.45	0.00	0.45		\$112,500	\$0	\$112,500
Wooden Gazebo	gazebo	\$12,000	0	1	1		\$0	\$12,000	\$12,000
Recreational Facility Value									\$4,155,930
Architecture, Engineering, and Inspection @ 9% ⁽⁴⁾									\$374,034
Total Recreational Facility Value ⁽⁵⁾									\$4,529,964
Total Number of Acres ⁽⁶⁾									37.65
Total Recreational Facility Value per Acre ⁽⁷⁾									\$120,318
Total Permanent Population ⁽⁸⁾									23,720
Total Facilities and Equipment Value per Resident ⁽⁹⁾									\$190.98

1) Estimates based on recent construction costs, insured values of the facilities, discussions with the Village of Palm Springs staff, and recent cost information obtained for similar facilities from other jurisdictions.

2) Source: Table II-1

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- 3) Inventory count by park type (Item 2) multiplied by the estimated unit cost (Item 1)
- 4) Facility and equipment value multiplied by 9% based on information provided by Village of Palm Springs
- 5) Sum of the facilities and equipment value and the architecture, engineering, and inspection cost (Item 4)
- 6) Source: Table II-1
- 7) Total facilities and equipment value (Item 5) divided by total number of acres (Item 6)
- 8) Source: Appendix A, Table A-10
- 9) Total facilities and equipment value (Item 5) divided by the total weighted seasonal population (Item 8)

Credit Component

To avoid overcharging new development for the capital cost of providing parks and recreation services, a review of the capital funding program for the parks and recreation program was completed. The purpose of this review is to estimate any future revenues generated by new development, other than impact fees, which will be used to fund the expansion of capital facilities and land related to the Village of Palm Springs parks and recreation program. As mentioned previously, the credit component does not include any capital renovation, maintenance, or operations expenses, as these types of expenditures do not add capacity and should not be considered for impact fee credit.

Capital Expansion Credit

The capital expansion expenditure credit per resident was calculated based on non-impact fee revenue funding for capital expansion projects completed over the past five years as well as those programmed for the next five years. To calculate the capital expenditure per resident, the average annual capital expansion expenditures are divided by average population for the same period. As shown in Table III-6, the average annual expenditure over this five-year period amounts to approximately \$403,000 and approximately \$17 per resident per year.

Once the revenue credit per population is calculated, a credit adjustment was made for the portion of the revenue credit funded with ad valorem tax revenues. This adjustment accounts for the fact that new homes tend to pay higher property taxes per dwelling unit than older homes and was estimated based on a comparison of the average taxable value of newer homes to that of all homes.

Table III -6
Capital Expansion Credit

Description ⁽¹⁾	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total (FY 2018-25)
General Fund											
Foxtail Palm Park Improvements			\$27,537	\$19,364	\$172,307						\$219,208
Royal Palm Park Improvements					\$9,100						\$9,100
Tennis Court Conversion to Futsal & Pickleball Courts					\$21,476						\$21,476
Areca Palm Park Improvements			\$22,568	\$7,563							\$30,131
Frost Lake Irrigation		\$13,286	\$3,542								\$16,828
Royal Palm Park Irrigation & Electric			\$4,065								\$4,065
Lakewood Gardens Park Irrigation & Electric			\$8,470								\$8,470
Pony Tail Palm Park Improvements				\$3,987							\$3,987
Sago Park Group Pavilion (one large group pavilion)							\$37,500				\$37,500
Sago Park Group Pavilion (one small group pavilion)							\$12,500				\$12,500
Sago Palm Park Improvements						\$6,667	\$32,500				\$39,167
Purchase of Artificial Christmas Tree							\$20,000				\$20,000
Subtotal -- General Fund	\$0	\$13,286	\$66,182	\$30,914	\$202,883	\$6,667	\$102,500	\$0	\$0	\$0	\$422,432
Sales Tax											
Sabal Palm Park Restroom & Improvements					\$75,853						\$75,853
Park Connector Pathway Improvements				\$43,479	\$132,530						\$176,009
Royal Palm Park Irrigation & Electric & Improvements			\$1,305		\$78						\$1,383
Lakewood Gardens Park Irrigation & Electric			\$694								\$694
Sabal Palm Park Eng Services for Restroom Facility				\$4,744							\$4,744
Areca Palm Park Improvements				\$196,128							\$196,128
Royal Palm Park Engineering Services				\$17,965							\$17,965
Sago Park Group Pavilion (one large group pavilion)							\$37,500				\$37,500
Sago Park Group Pavilion (one small group pavilion)							\$12,500				\$12,500
Pathway Park - Expansion Engineering & Construction						\$637,187	\$494,034	\$800,000			\$1,931,221
Sago Palm Park Improvements						\$6,667	\$32,500				\$39,167
Subtotal -- Sales Tax	\$0	\$0	\$1,999	\$262,316	\$208,461	\$643,854	\$576,534	\$800,000	\$0	\$0	\$2,493,164
Grants & Other Sources											
Foxtail Palm Park Improvements					\$610,906						\$610,906
Park Connector Pathway Improvements				\$113,263	\$151,542						\$264,805
Pathway Park - Expansion Engineering & Construction						\$200,000					\$200,000
Sago Palm Park Improvements						\$6,667	\$32,500				\$39,167
Subtotal -- Grants & Other Sources	\$0	\$0	\$0	\$113,263	\$762,448	\$206,667	\$32,500	\$0	\$0	\$0	\$1,114,878
Total Capital Expansion Expenditures	\$0	\$13,286	\$68,181	\$406,493	\$1,173,792	\$857,188	\$711,534	\$800,000	\$0	\$0	\$4,030,474
Annual Capital Expansion Expenditures ⁽²⁾											\$403,047
Average Population (FY 2016-2025) ⁽³⁾											23,777
Annual Capital Expansion Expenditure per Person⁽⁴⁾											\$16.95
Portion of Capital Expansion Projects Funded with Ad Valorem Tax Revenues ⁽⁵⁾											2%
Portion Funded with Ad-Valorem Tax Revenues ⁽⁶⁾											\$0.34
Credit Adjustment Factor for Residential Land Uses ⁽⁷⁾											1.70
Adjusted Annual Capital Improvement Credit per Person ⁽⁸⁾											\$0.58
Portion Funded with Sources Other than Ad Valorem Tax Revenues ⁽⁹⁾											\$16.61
Residential Land Uses: Total Capital Expansion Credit per Resident⁽¹⁰⁾											\$17.19

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- 1) Source: Village of Palm Springs
- 2) Average capital expenditures over the 10-year period
- 3) Source: Appendix A, Table A-10
- 4) Annual capital expansion expenditures (Item 2) divided by the average population (Item 3)
- 5) Portion of total capital expansion expenditures funded by ad valorem tax revenue
- 6) Annual capital expansion expenditure per person (Item 4) multiplied by the portion of capital expansion projects funded with ad valorem tax revenues (Item 5)
- 7) Adjustment factor to reflect higher ad valorem taxes paid by new homes
- 8) Portion funded with ad valorem tax revenues (Item 6) multiplied by the credit adjustment factor (Item 7)
- 9) Annual capital expansion expenditures per person (Item 4) less portion funded with ad-valorem tax revenues (Item 6)
- 10) Adjusted capital expansion expenditures per person (Item 8) plus the portion funded with other revenue sources (Item 9)

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Debt Service Credit

Any outstanding bond issues related to parks and recreation also will result in a credit to the impact fee. The capital expansion portion of the remaining payments of debt service are divided by the population during the same period to determine the debt service credit per resident. Table III-7 presents these calculations for parks and recreation facilities.

Table III-7
Debt Service Credit

Description ⁽¹⁾	Funding Source ⁽¹⁾	Present Value of Payments Remaining ⁽¹⁾	Avg Annual Population During Remaining Bond Issue Period ⁽²⁾	Credit per Resident ⁽³⁾
General Obligation Bond, Park Improvements	General Fund	\$168,184	25,047	\$6.71
Total Debt Service Credit per Resident				\$6.71
Portion Funded with Ad Valorem Revenues ⁽⁴⁾				\$1.54
Credit Adjustment Factor ⁽⁵⁾				1.70
Adjusted Debt Service Credit per Resident for Portion Funded with Ad Valorem Revenues ⁽⁶⁾				\$2.62
Portion Funded with Sources Other than Ad Valorem Tax Revenues ⁽⁷⁾				\$5.17
Total Adjusted Debt Service Credit per Resident⁽⁸⁾				\$7.79

1) Source: Village of Palm Springs

2) Source: Appendix A, Table A-10

3) Present value of payments remaining (Item 1) divided by average annual population (Item 2)

4) Portion of debt service funded with ad valorem revenues

5) Adjustment factor to reflect higher ad valorem taxes paid by new homes

6) Portion funded with ad valorem revenues multiplied by the credit adjustment factor (Item 5)

7) Total debt service credit per resident less portion funded with ad valorem revenue (Item 4)

8) Adjusted debt service credit per resident (Item 6) plus the portion funded with other revenue sources (Item 7)

Net Parks & Recreation Facilities Impact Cost

The net impact cost per resident is the difference between the cost and credit components. Table III-8 summarizes the calculation of the net impact cost for the parks and recreational facilities impact fee. As presented, the net impact cost amounts to approximately \$226 per resident.

Table III-8
Net Impact Cost per Resident

Impact Cost / Credit Element	Per Permanent Resident
Impact Cost	
Total Land Value per Resident ⁽¹⁾	\$366.60
Facilities and Equipment Value per Resident ⁽²⁾	\$190.98
Total Impact Cost per Resident	\$557.58
Revenue Credit	
Capital Expansion Credit ⁽³⁾ :	
- Annual Expenditures	\$17.19
Capitalization Rate	2.3%
Capitalization Period (in years)	25
Total Capital Expansion Credit ⁽⁴⁾	\$324.08
Total Debt Service Credit ⁽⁵⁾	\$7.79
Total Revenue Credit ⁽⁶⁾	\$331.87
Net Impact Cost	
Net Impact Cost ⁽⁷⁾	\$225.71

1) Source: Table III-4

2) Source: Table III-5

3) Source: Table III-6

4) Source: The present value of the capital expansion credit per resident (Item 3) at a discount rate of 2.3% with a capitalization period of 25 years

5) Source: Table III-7

6) Sum of the total capital expansion credit per resident (Item 4) and debt service credit per resident (Item 5)

7) Total impact cost per resident less total revenue credit per resident (Item 6)

Calculated Parks & Recreation Facilities Impact Fee Schedule

Table III-9 presents the calculated parks and recreation facilities impact fee schedule for the Village of Palm Springs for residential land uses, based on the net impact cost per resident previously presented in Table III-8. Also presented in the table is a comparison to the Village's current adopted fee and percent change from the current fee. The Village's current impact fee charges all residential categories the same fee. The proposed methodology differentiates by residential category and tiers single family homes.

Table III-9
Calculated Parks and Recreation Facilities Impact Fee Schedule

Land Use	Impact Unit	Residents per Unit ⁽¹⁾	Net Cost per Resident ⁽²⁾	Total Impact Fee ⁽³⁾	Current Adopted Fee ⁽⁴⁾	Percent Change ⁽⁵⁾
Residential						
Single Family (detached/attached):						
- Less than 1,500 sf	du	2.92	\$225.71	\$659	\$273	141%
- 1,500 to 2,499 sf	du	3.24	\$225.71	\$731	\$273	168%
- 2,500 sf or more	du	3.63	\$225.71	\$819	\$273	200%
Multi-Family (Apartment/Condo)	du	2.15	\$225.71	\$485	\$273	78%
Mobile Home	du	2.58	\$225.71	\$582	\$273	113%
Senior Adult Housing (Detached)	du	2.48	\$225.71	\$560	\$273	105%
Senior Adult Housing (Attached)	du	1.64	\$225.71	\$370	\$273	36%

1) Source: Appendix A, Table A-2

2) Source: Table III-8

3) Residents per unit (Item 1) for each land use category multiplied by the net cost per resident (Item 2)

4) Source: Village of Palm Springs

5) Percent change from the current adopted fee (Item 4) to the total impact fee (Item 3)

Parks & Recreation Facilities Impact Fee Schedule Comparison

As part of the work effort in updating Village of Palm Springs parks and recreation impact fee schedule, the Village's calculated and adopted impact fee schedules were compared to the adopted fee schedules of select Florida jurisdictions. The comparison also incorporates Palm Beach County parks impact fee collected in each jurisdiction to provide a comparison of total parks and recreation fees paid by new development. Table III-10 presents this comparison.

Table III-10
Calculated Parks & Recreation Facilities Impact Fee Schedule

Land Use	Unit ⁽²⁾	Village of Palm Springs		Boca Raton ⁽⁵⁾	Boynton Beach ⁽⁶⁾	Jupiter ⁽⁷⁾	Mangonia Park ⁽⁸⁾	Palm Beach Gardens ⁽⁹⁾	Palm Beach Shores ⁽¹⁰⁾	Royal Palm Beach ⁽¹¹⁾	Tequesta ⁽¹²⁾	Wellington ⁽¹³⁾
		Calculated ⁽³⁾	Adopted ⁽⁴⁾									
Date of Last Update		2021	N/A	N/A	N/A	2006	2009	2015	2005	2016	N/A	2003
Assessed Portion of Calculated ⁽¹⁾		N/A	N/A	N/A	N/A	100%	N/A	100%	N/A	66%	N/A	100%
Residential:												
Single Family (1,600 sq ft)	du	\$731	\$273	\$4,000	\$875	\$967	\$1,253	\$3,703	\$416	\$1,994	\$276	\$3,925
Multi-Family (1,300 sq ft)	du	\$485	\$273	\$3,500	\$595	\$845	\$863	\$3,041	\$338	\$1,636	\$196	\$3,925

- 1) Represents the portion of the maximum calculated fee for each respective county that is actually charged. Fee may have been lowered/increased through annual indexing or policy discounts. Does not account for moratorium/suspensions.
- 2) du = dwelling unit
- 3) Table III-9
- 4) Source: Village of Palm Springs
- 5) Source: Boca Raton Municipal Facilities And Services User Fee Schedule
- 6) Source: City of Boynton Beach; Code Library
- 7) Source: City of Jupiter, Code Library
- 8) Source: Mangonia Park, Florida - Code of Ordinances, Chapter 11.5 - Impact Fee, Article II. - Impact Fees
- 9) Source: City of Palm Beach Gardens Division of Unified Services
- 10) Source: Palm Beach Shores, Florida - Code of Ordinances, Chapter 28 - Finance, Article III. - Impact Fees
- 11) Source: Village of Royal Palm Beach; Municode
- 12) Source: Tequesta, Florida - Code of Ordinances, Chapter 38 - Impact Fees
- 13) Source: Wellington, Florida - Code of Ordinances Chapter 33 - Impact Fees, Division 3. - Parks and Recreational Facilities Impact Fee

Appendix A
Demand Component
Population: Supplemental Information

Appendix A: Population

Both impact fee programs included in this report require the use of population data in calculating current levels of service, performance standards, and demand and credit calculations. With this in mind, a consistent approach to developing population estimates and projections is an important component of the data compilation process.

In the case of parks and recreational facilities impact fee, permanent resident population was used to be consistent with the population measure used in establishing the Village's adopted LOS standards.

In the case of law enforcement, to accurately determine demand for services, not only the residents, or permanent population of the Village, but also the seasonal residents and visitors were considered. Seasonal residents include visitors and part-time residents, which are defined as living in Palm Springs for less than six months each year.

Table A-1 presents the Village of Palm Springs' population trends. The projections indicate that the current weighted seasonal population of the Village is approximately 24,400 and is estimated to increase to 29,300 (increase of 4,900) by 2045. Based on these estimates, the projected population growth rate averages 0.7% percent per year between 2020 and 2045.

Table A-1
Weighted Seasonal Population Trends and Projections

Year	Village of Palm Springs Weighted Population ⁽¹⁾
2000	12,271
2001	13,164
2002	13,448
2003	13,622
2004	14,605
2005	14,619
2006	15,265
2007	11,932
2008	16,426
2009	16,549
2010	19,497
2011	19,658
2012	20,366
2013	21,105
2014	21,517
2015	22,954
2016	23,136
2017	23,952
2018	24,155
2019	24,271
2020	24,587
2021	24,435
2022	24,699
2023	24,965
2024	25,236
2025	25,502
2026	25,727
2027	25,953
2028	26,180
2029	26,411
2030	26,644
2031	26,839
2032	27,034
2033	27,232
2034	27,431
2035	27,635
2036	27,806
2037	27,979
2038	28,152
2039	28,326
2040	28,507
2041	28,655
2042	28,805
2043	28,954
2044	29,105
2045	29,259

1) Source: Appendix A, Table A-10

Apportionment of Demand by Residential Unit Type and Size

Table A-2 presents the population per housing unit (PPH) for the several residential categories based on weighted seasonal and permanent population. This analysis includes all housing units, both occupied and vacant.

Table A-2
Persons per Housing Unit by Housing Type

Housing Type	Population ⁽¹⁾	Housing Units ⁽²⁾	Ratio ⁽³⁾	Weighted Population / Housing Units ⁽⁴⁾	Permanent Population / Housing Units ⁽⁵⁾
Single Family (detached)	12,391	3,713			
- Less than 1,500 sf			90%	3.01	2.92
- 1,500 to 2,499 sf			100%	3.34	3.24
- 2,500 sf or greater			112%	3.74	3.63
Multi-Family	12,620	5,708		2.21	2.15
Mobile Home	447	168		2.66	2.58
Senior Housing (Detached) ⁽⁶⁾	9,475	3,713		2.55	2.48
Senior Housing (Attached) ⁽⁷⁾	9,651	5,708		1.69	1.64
Congregate Care Facility/Continuing Care Retirement Center ⁽⁸⁾	19,126	9,421		2.03	1.97

1) Source: 2019 American Community Survey (ACS); 5-Yr. Estimates, Table B25033 (adjusted for seasonal population)

2) Source: 2019 ACS, 5-Year Estimates, Table DP04

3) Ratios developed based on national PPH data derived from the 2019 American Housing Survey

4) Population (Item 1) divided by housing units (Item 2). Single family residential tiers are adjusted by the ratios developed using the 2019 AHS data (Item 3).

5) Permanent population divided by housing units (Item 2)

6) Estimate for Senior Housing (Detached) is based on people per household figures for single-family homes, adjusted for the residents over 55 years of age based on information obtained from the 2017 National Household Travel Survey, prepared by the US Department of Transportation.

7) Estimate for Senior Housing (Attached) is based on people per household figures for multi-family homes, adjusted for the residents over 55 years of age based on information obtained from the 2017 National Household Travel Survey, prepared by the US Department of Transportation.

8) Estimate for congregate care facility is based on people per household figures for single and multi-family homes, adjusted for the residents over 55 years of age based on information obtained from the 2017 National Household Travel Survey, prepared by the US Department of Transportation.

Notes: Excludes boats, RVs, vans, etc.

Functional Population

Functional population, as used in the impact fee analysis, is a generally accepted methodology for several impact fee areas, including law enforcement services, and is based on the assumption that demand for certain facilities is generally proportional to the presence of people at a land use, including residents, employees, and visitors. It is not enough to simply add resident population to the number of employees, since the service demand characteristics can vary considerably by type of industry.

Functional population is the equivalent number of people occupying space within a community on a 24-hour-day, 7-days-a-week basis. A person living and working in the community will have the functional population coefficient of 1.0. A person living in the community but working elsewhere may spend only 16 hours per day in the community on weekdays and 24 hours per day on weekends for a functional population coefficient of 0.76 (128-hour presence divided by 168 hours in one week). A person commuting into the Village to work five days per week would have a functional population coefficient of 0.30 (50-hour presence divided by 168 hours in one week). Similarly, a person traveling into the community to shop at stores, perhaps averaging 8 hours per week, would have a functional population coefficient of 0.05.

Functional population thus tries to capture the presence of all people within the community, whether residents, workers, or visitors, to arrive at a total estimate of effective population needed to be served.

This form of adjusting population to help measure real facility needs replaces the population approach of merely weighting residents two-thirds and workers one-third (Nelson and Nicholas 1992)¹. By estimating the functional and weighted population per unit of land use across all major land uses in a community, an estimate of the demand for certain facilities and services in the present and future years can be calculated. The following paragraphs explain how functional population is calculated for residential and non-residential land uses.

Residential Functional Population

Developing the residential component of functional population is simpler than developing the non-residential component. It is generally estimated that people spend one-half to three-fourths of their time at home and the rest of each 24-hour day away from their place of residence. In developing the residential component of the Village of Palm Springs' functional population, an analysis of the Village's population and employment characteristics was conducted. Tables A-3 and A-4 present this analysis for the Village. Based on this analysis, people in the Village, on average, spend 15.1 hours each day at their place of residence. This corresponds to approximately 63 percent of each 24-hour day at their place of residence and the remaining 37 percent away from home.

¹ Arthur C. Nelson and James C. Nicholas, "Estimating Functional Population for Facility Planning," *Journal of Urban Planning and Development* 118(2): 45-58 (1992)

Table A-3
Population & Employment Characteristics

Calculation Step	Figure
Total workers living in Village of Palm Springs ⁽¹⁾	11,015
Total Census Population (2010) ⁽²⁾	18,928
Total workers as a percent of population ⁽³⁾	58.2%
School age population (5-17 years) (2010) ⁽⁴⁾	3,172
School age population as a percent of population ⁽⁵⁾	16.8%
Population net of workers and school age population ⁽⁶⁾	4,741
Other population as a percent of total population ⁽⁷⁾	25.0%

1) Source: Census Transportation Planning Package (CTPP), 2016

2) Source: 2010 U.S Census, Table P-1

3) Total workers (Item 1) divided by population (Item 2)

4) Source: 2010 U.S Census, Table QT-P1

5) Total school age population (Item 4) divided by 2010 population (Item 2)

6) Total population (Item 2) less total workers (Item 1) and school age population (Item 4)

7) Population net of workers and school age population (Item 6) divided by 2010 population (Item 2)

Table A-4
Residential Coefficient for 24-Hour Functional Population

Population Group	Hours at Residence ⁽¹⁾	Percent of Population ⁽²⁾	Effective Hours ⁽³⁾
Workers	13	58.2%	7.6
Students	15	16.8%	2.5
Other	20	25.0%	<u>5.0</u>
Total Hours at Residence ⁽⁴⁾			15.1
Residential Functional Population Coefficient⁽⁵⁾			62.9%

1) Estimated

2) Source: Table A-3

3) Hours at residence (Item 1) multiplied by the percent of population (Item 2)

4) Sum of effective hours (Item 3)

5) Sum of effective hours (Item 4) divided by 24

Non-Residential Functional Population

Given the varying characteristics of non-residential land uses, developing the estimates of functional residents for non-residential land uses is more complicated than developing estimated functional residents for residential land uses. Nelson and Nicholas originally introduced a method for estimating functional resident population, which is now widely used in the industry. This method uses trip generation data from the Institute of Transportation Engineers' (ITE) Trip

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Generation Manual and Tindale Oliver's Trip Characteristics Database, information of passengers per vehicle, workers per vehicle, length of time spent at the land use, and other variables.

Specific calculations include:

- Total one-way trips per employee (ITE trips multiplied by 50 percent to avoid double counting entering and exiting trips as two trips).
- Visitors per impact unit based on occupants per vehicle (trips multiplied by occupants per vehicle less employees).
- Worker hours per week per impact unit (such as nine worker-hours per day multiplied by five days in a work week).
- Visitor hours per week per impact unit (visitors multiplied by number of hours per day times relevant days in a week, such as five for offices and seven for retail shopping).
- Functional population coefficients per employee developed by estimating time spent by employees and visitors at each land use.

Table A-5
General Functional Population Coefficients

Population/ Employment Category	ITE LUC	Employee Hours In- Place ⁽¹⁾	Trips per Employee ⁽²⁾	One-Way Trips per Employee ⁽³⁾	Journey-to-Work Occupants per Trip ⁽⁴⁾	Daily Occupants per Trip ⁽⁵⁾	Visitors per Employee ⁽⁶⁾	Visitor Hours per Trip ⁽¹⁾	Days per Week ⁽⁷⁾	Functional Population Coefficient ⁽⁸⁾
Population									7.00	0.629
Natural Resources	N/A	9.00	3.05	1.53	1.32	1.38	0.09	1.00	7.00	0.379
Construction	110	9.00	3.05	1.53	1.32	1.38	0.09	1.00	5.00	0.271
Manufacturing	140	9.00	2.47	1.24	1.32	1.38	0.07	1.00	5.00	0.270
Transportation, Communication, Utilities	110	9.00	3.05	1.53	1.32	1.38	0.09	1.00	5.00	0.271
Wholesale Trade	150	9.00	5.05	2.53	1.32	1.38	0.15	1.00	5.00	0.272
Retail Trade	820	9.00	48.90	24.45	1.24	1.73	11.98	1.50	7.00	1.124
Finance, Insurance, Real Estate	710	9.00	3.28	1.64	1.24	1.73	0.80	1.00	5.00	0.292
Services ⁽⁹⁾	N/A	9.00	28.38	14.19	1.24	1.73	6.95	1.00	6.00	0.570
Government ⁽¹⁰⁾	730	9.00	7.45	3.73	1.24	1.73	1.83	1.00	7.00	0.451

(1) Assumed

(2) Trips per employee represents all trips divided by the number of employees and is based on Trip Generation 10th Edition (Institute of Transportation Engineers 2017) as follows:

ITE Code 110 at 3.05 weekday trips per employee, Volume 2 - Industrial Land Uses, page 11

ITE Code 140 at 2.47 weekday trips per employee, Volume 2 - Industrial Land Uses, page 58

ITE Code 150 at 5.05 weekday trips per employee, Volume 2 - Industrial Land Uses, page 77

ITE Code 710 at 3.28 weekday trips per employee, Volume 2 Office Land Uses, page 12

ITE Code 730 at 7.45 weekday trips per employee, Volume 2 Office Land Uses, page 180

ITE Code 820 based on blended average of trips by retail center size calculated below, adapted from Volume 2 - Retail Land Uses, page 138.

Trips per retail employee from the following table:

Retail Scale	Assumed Center Size	Trip Rate	Sq Ft per Employee ⁽¹¹⁾	Trips per Employee	Share	Weighted Trips
Neighborhood <50k sq.ft.	50	75.05	802	60	45.0%	27.00
Community 50k-250k sq.ft.	250	44.84	975	44	35.0%	15.40
Regional 250k-500k sq.ft.	500	35.92	1,043	37	15.0%	5.55
Super Reg. 500k-1000k sq.ft.	1,000	28.78	676	19	5.0%	0.95
Sum of Weighted Trips/1k sq.ft.						48.90

(3) Trip per employee (Item 2) multiplied by 0.5.

(4) Journey-to-Work Occupants per Trip from 2001 Nationwide Household Travel Survey (FHWA 2001) as follows:

1.32 occupants per Construction, Manufacturing, TCU, and Wholesale trip

1.24 occupants per Retail Trade, FIRE, and Services trip

(5) Daily Occupants per Trip from 2001 Nationwide Household Travel Survey (FHWA 2001) as follows:

1.38 occupants per Construction, Manufacturing, TCU, and Wholesale trip

1.73 occupants per Retail Trade, FIRE, and Services trip

(6) [Daily occupants per trip (Item 5) multiplied by one-way trips per employee (Item 3)] - [(Journey-to-Work occupants per trip (Item 4) multiplied by one-way trips per employee (Item 3))]

(7) Typical number of days per week that indicated industries provide services and relevant government services are available.

(8) Table A-7 for residential and the equation below to determine the Functional Population Coefficient per Employee for all land-use categories except residential includes the following:

((Days per Week x Employee Hours in Place) + (Visitors per Employee x Visitor Hours per Trip x Days per Week))

(24 Hours per Day x 7 Days per Week)

(9) Trips per employee for the services category is the average trips per employee for the following service related land use categories: quality restaurant, high-turnover restaurant, supermarket, hotel, motel, elementary school, middle school, high school, hospital, medical office, and church. Source for the trips per employee figure from ITE, 10th ed., when available, or else derived from the square feet per employee for the appropriate land use category from the Energy Information Administration from Table B-1 of the Commercial Energy Building Survey, 2003.

(10) Includes Federal Civilian Government, Federal Military Government, and State and Local Government categories.

(11) Square feet per retail employee from the Energy Information Administration from Table B-1 of the Commercial Energy Building Survey, 2003

Table A-6
Village Functional Population (2020)

Population Category	Village of Palm Springs Baseline Data ⁽¹⁾	Functional Resident Coefficient ⁽²⁾	Functional Population ⁽³⁾
2021 Weighted Population	24,435	0.629	15,370
<i>Employment Category</i>			
Natural Resources	0	0.379	0
Construction	361	0.271	98
Manufacturing	94	0.270	25
Transportation, Communication, and Utilities	242	0.271	66
Wholesale Trade	239	0.272	65
Retail Trade	738	1.124	830
Finance, Insurance, and Real Estate	1,372	0.292	401
Services	9,189	0.570	5,238
Government Services	891	0.451	402
Total Employment by Category Population ⁽⁴⁾			7,125
2021 Total Functional Population⁽⁵⁾			22,495

1) Source: Table A-1 for population and Woods & Poole employment data published in 2020

2) Source: Table A-5

3) Functional population is calculated by multiplying the baseline data (Item 1) multiplied by the functional resident coefficient (Item 2)

4) The total employment population by category is the sum of the employment figures from the nine employment categories (e.g., natural resources, construction, etc.)

5) The total functional population is the sum of the residential functional population and the employment functional population

Table A-7 presents the Village's annual functional population figures from 2000 through 2045, based on the 2021 functional population figure from Table A-6 and the annual population growth rates from the population figures previously presented in Table A-1.

Table A-7
Village of Palm Springs Functional Population (2000 - 2045)

Year	Village of Palm Springs Functional Population
2000	11,295
2001	12,119
2002	12,386
2003	12,547
2004	13,450
2005	13,463
2006	14,055
2007	10,991
2008	15,134
2009	15,240
2010	17,953
2011	18,097
2012	18,749
2013	19,424
2014	19,812
2015	21,139
2016	21,308
2017	22,054
2018	22,230
2019	22,341
2020	22,631
2021	22,495
2022	22,742
2023	22,992
2024	23,245
2025	23,501
2026	23,713
2027	23,926
2028	24,141
2029	24,358
2030	24,577
2031	24,749
2032	24,922
2033	25,096
2034	25,272
2035	25,449
2036	25,602
2037	25,756
2038	25,911
2039	26,066
2040	26,222
2041	26,353
2042	26,485
2043	26,617
2044	26,750
2045	26,884

Source: Table A-6 for 2021. Remaining years are based on growth rates of the weighted seasonal population; Table A-1

Functional Residents by Specific Land Use Category

When a wide range of land uses impact services, an estimate of that impact is needed for each land use. This section presents functional population coefficient estimates by residential and non-residential land uses.

Residential and Transient Land Uses

As mentioned previously, different functional population coefficients need to be developed for each impact fee service area to be analyzed. For residential and transient land uses, these coefficients are displayed in Table A-8. The average number of persons per housing unit was calculated for single family homes by size of home, multi-family, and mobile home land uses separately. Besides the residential land uses, Table A-8 also includes transient land uses, such as hotels, motels, congregate care facilities (CCF), assisted living facilities and nursing homes. Secondary sources, such as Palm Beach County Tourist Development Council and the Florida Department of Elderly Affairs, are used to determine the occupancy rate for hotels, motels, CCF, assisted living and nursing homes.

Non-Residential Land Uses

A similar approach is used to estimate functional residents for non-residential land uses. Table A-9 presents basic assumptions and calculations, such as trips per unit, trips per employee, employees per impact unit, one-way trips per impact unit, worker hours, occupants per vehicle trip, visitors (patrons, etc.) per impact unit, visitor hours per trip, and days per week for non-residential land uses. The final column in the table shows the estimated functional resident coefficients by land use. These coefficients by land use measure the demand component for several impact fee programs and will be used in the calculation of the impact fee per unit for each land use category in the related impact fee schedules.

Table A-8
Functional Population for Residential and Transient Land Uses

Residential Land Use	Impact Unit	ITE LUC ⁽¹⁾	Residents/Visitors Per Unit ⁽²⁾	Occupancy Rate ⁽³⁾	Adjusted Residents Per Unit ⁽⁴⁾	Visitor Hours at Place ⁽⁵⁾	Workers Per Unit ⁽⁶⁾	Work Day Hours ⁽⁷⁾	Days Per Week ⁽⁸⁾	Work Week Residents Per Unit ⁽⁹⁾
Residential:										
Single Family (detached):										
- Less than 1,500 sf	du	210	3.01	-	-	-	-	-	-	1.89
- 1,500 to 2,499 sf	du	210	3.34	-	-	-	-	-	-	2.10
- 2,500 sf and greater	du	210	3.74	-	-	-	-	-	-	2.35
Multi-Family (Apartment/Condominium/Townhouse)	du	220/221/222	2.21	-	-	-	-	-	-	1.39
Mobile Home	du	240	2.66	-	-	-	-	-	-	1.67
Senior Adult Housing (Detached)	du	251	2.55	-	-	-	-	-	-	1.60
Senior Adult Housing (Attached)	du	252	1.69	-	-	-	-	-	-	1.06
Transient, Assisted, Group:										
Congregate Care Facility/Continuing Care Retirement Center	du	253/255	2.03	84%	1.71	16	0.51	9	7	1.33
Assisted Living	bed	254	1.00	84%	0.84	20	0.61	9	7	0.93
Hotel	room	310	2.10	73%	1.53	12	0.58	9	7	0.98
Motel	room	320	2.10	73%	1.53	12	0.13	9	7	0.81
Nursing Home	bed	620	1.00	84%	0.84	20	1.05	9	7	1.09
(1) Land use code from the Institute of Transportation Engineers (ITE) Trip Generation Handbook, 10th Edition (2) Estimates for the residential and congregate care facility/continuing care retirement center land use from Table A-2; estimates for the hotel and motel land use is based on data obtained from Palm Beach County Tourist Development Council; and the estimate used for assisted living/ nursing home land use is based on 1 person per bed. (3) Source for hotel/motel occupancy: Palm Beach County Tourist Development Council. Average hotel/motel occupancy rate for 2014 through 2016. Source for nursing home occupancy rate is the Florida Department of Elderly Affairs, Palm Beach County Profile. Average occupancy rate for 2016 through 2018. (4) Residents per unit times occupancy rate (Item 3) (5), (7), (8) Estimated (6) Adapted from ITE Trip Generation Handbook, 10th Edition (9) For residential this is Residents Per Unit times 0.628. For Transient, Assisted, and Group it is: $[(\text{Adjusted Residents per Unit} \times \text{Hours at Place} \times \text{Days per Week}) + (\text{Workers Per Unit} \times \text{Work Hours Per Day} \times \text{Days per Week})]$ (24 Hours per Day X 7 Days per Week)										

Table A-9
Functional Population Coefficients for Non-Residential Land Uses

ITE LUC ⁽¹⁾	Land Use	Impact Unit	Trips Per Unit ⁽²⁾	Trip Rate Source	Trips Per Employee ⁽³⁾	Employees Per Unit ⁽⁴⁾	One-Way Factor @ 50% ⁽⁵⁾	Worker Hours ⁽⁶⁾	Occupants Per Trip ⁽⁷⁾	Visitors ⁽⁸⁾	Visitor Hours Per Trip ⁽⁹⁾	Days Per Week ⁽¹⁰⁾	Functional Resident Coefficient ⁽¹¹⁾
RECREATIONAL:													
430	Golf Course	hole	30.38	ITE 10th Edition	20.52	1.48	15.19	9	1.87	26.93	0.25	7	0.84
444	Movie Theater	screen	114.83	Blend ITE 10th& FL Studies	53.12	2.16	57.42	9	1.87	105.22	1.00	7	5.19
INSTITUTIONAL:													
520	Elementary School (Private)	student	1.89	ITE 10th Edition	21.00	0.09	0.95	9	1.11	0.96	2.00	5	0.08
522	Middle School (Private)	student	2.13	ITE 10th Edition	25.15	0.08	1.07	9	1.11	1.11	2.00	5	0.09
530	High School (Private)	student	2.03	ITE 10th Edition	22.25	0.09	1.02	9	1.11	1.04	2.00	5	0.09
540	University/Junior College (7,500 or fewer students) (Private)	student	2.00	ITE Regression Analysis	11.75	0.17	1.00	9	1.11	0.94	2.00	5	0.10
550	University/Junior College (more than 7,500 students) (Private)	student	1.50	ITE Regression Analysis	11.75	0.13	0.75	9	1.11	0.70	2.00	5	0.08
560	Church	1,000 sf	6.95	ITE 10th Edition	20.64	0.34	3.48	9	1.79	5.89	1.00	7	0.37
565	Day Care Center	1,000 sf	49.63	Blend ITE 10th& FL Studies	21.38	2.32	24.82	9	1.79	42.11	0.15	5	0.81
MEDICAL:													
610	Hospital	1,000 sf	10.72	ITE 10th Edition	3.79	2.83	5.36	9	1.54	5.42	1.00	7	1.29
630	Clinic	1,000 sf	37.46	Blend ITE 10th& FL Studies	9.25	4.05	18.73	9	1.54	24.79	1.00	5	1.82
OFFICE:													
710	General Office	1,000 sf	9.74	ITE 10th Edition	3.28	2.97	4.87	9	1.27	3.21	1.00	5	0.89
720	Medical Office 10,000 sq ft or less	1,000 sf	23.83	FL Studies	8.70	2.74	11.92	9	1.54	15.62	1.00	5	1.20
720	Medical Office greater than 10,000 sq ft	1,000 sf	34.12	Blend ITE 10th& FL Studies	8.70	3.92	17.06	9	1.54	22.35	1.00	5	1.72
RETAIL:													
820	Shopping Center/Retail	1,000 sf	37.75	ITE 10th Edition	16.11	2.34	18.88	9	1.72	30.13	0.50	7	1.51
840/841	New/Used Auto Sales	1,000 sf	24.58	Blend ITE 10th& FL Studies	11.84	2.08	12.29	9	1.72	19.06	1.00	7	1.57
850	Supermarket	1,000 sf	106.64	Blend ITE 10th& FL Studies	75.01	1.42	53.32	9	1.72	90.29	0.50	7	2.41
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	104.37	Blend ITE 10th& FL Studies	69.17	1.51	52.19	9	1.72	88.26	0.35	7	1.85
890	Furniture Store	1,000 sf	6.30	ITE 10th Edition	10.93	0.58	3.15	9	1.72	4.84	0.50	7	0.32
SERVICES:													
911	Bank/Savings Walk-In	1,000 sf	59.39	ITE 10th Edition(adjusted)	47.11	1.26	29.70	9	1.72	49.82	0.35	6	1.03
912	Bank/Savings Drive-In	1,000 sf	102.66	Blend ITE 10th& FL Studies	31.79	3.23	51.33	9	1.72	85.06	0.15	6	1.49
931	Quality Restaurant	1,000 sf	86.03	Blend ITE 10th& FL Studies	17.90	4.81	43.02	9	2.32	95.00	1.00	7	5.76
932	High-Turn Over Restaurant	1,000 sf	106.26	Blend ITE 10th& FL Studies	21.26	5.00	53.13	9	2.32	118.26	0.75	7	5.57
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	482.53	Blend ITE 10th& FL Studies	45.49	10.61	241.27	9	2.32	549.14	0.25	7	9.70
942	Automobile Care Center	1,000 sf	28.19	Blend ITE 10th& FL Studies	14.30	1.97	14.10	9	1.72	22.28	1.00	7	1.67
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.	172.01	ITE 10th Edition	275.78	0.62	86.01	9	1.72	147.32	0.20	7	1.46
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.	205.36	ITE 10th Edition	243.86	0.84	102.68	9	1.72	175.77	0.20	7	1.78
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.	230.52	ITE 10th Edition	230.91	1.00	115.26	9	1.72	197.25	0.20	7	2.02
INDUSTRIAL:													
110	General Light Industrial	1,000 sf	4.96	ITE 10th Edition	3.05	1.63	2.48	9	1.46	1.99	1.00	5	0.50
140	Manufacturing	1,000 sf	3.93	ITE 10th Edition	2.47	1.59	1.97	9	1.46	1.29	1.00	5	0.46
150	Warehousing	1,000 sf	1.74	ITE 10th Edition	5.05	0.34	0.87	9	1.46	0.93	0.75	5	0.11
151	Mini-Warehouse	1,000 sf	1.49	Blend ITE 10th & FL Studies	61.90	0.02	0.75	9	1.46	1.08	0.75	7	0.04
154	High-Cube Transload/Storage	1,000 sf	1.40	ITE 10th Edition	5.05	0.28	0.70	9	1.46	0.74	0.75	5	0.09

Sources:
(1) Land use code found in the Institute of Transportation Engineers (ITE) Trip Generation Handbook, 10th Edition
(2) Land uses and trip generation rates consistent with those utilized in the Transportation Impact Fee calculation
(3) Trips per employee from ITE Trip Generation Handbook, 10th Edition, when available
(4) Trips per impact unit divided by trips per person (usually employee). When trips per person are not available, the employees per unit is estimated.
(5) Trips per unit (Item 2) multiplied by 50 percent
(6), (9), (10) Estimated
(7) Nationwide Personal Transportation Survey
(8) [(One-way Trips/Unit X Occupants/Trip) - Employees].
(11) [(Workers X Hours/Day X Days/Week) + (Visitors X Hours/Visit X Days/Week)]/(24 Hours x 7 Days)

Table A-10
Weighted Seasonal Population Projections

Year	Permanent Population ⁽¹⁾	Seasonal Population ⁽²⁾	Total Weighted Season Population ⁽³⁾
2000	11,699	572	12,271
2001	12,549	615	13,164
2002	12,819	629	13,448
2003	12,985	637	13,622
2004	13,922	683	14,605
2005	13,936	683	14,619
2006	14,551	714	15,265
2007	11,374	558	11,932
2008	15,657	769	16,426
2009	15,775	774	16,549
2010	18,928	569	19,497
2011	19,082	576	19,658
2012	19,769	597	20,366
2013	20,487	618	21,105
2014	20,887	630	21,517
2015	22,282	672	22,954
2016	22,458	678	23,136
2017	23,250	702	23,952
2018	23,448	707	24,155
2019	23,560	711	24,271
2020	23,867	720	24,587
2021	23,720	715	24,435
2022	23,976	723	24,699
2023	24,235	730	24,965
2024	24,497	739	25,236
2025	24,755	747	25,502
2026	24,973	754	25,727
2027	25,193	760	25,953
2028	25,414	766	26,180
2029	25,638	773	26,411
2030	25,864	780	26,644
2031	26,053	786	26,839
2032	26,243	791	27,034
2033	26,435	797	27,232
2034	26,628	803	27,431
2035	26,826	809	27,635
2036	26,992	814	27,806
2037	27,159	820	27,979
2038	27,328	824	28,152
2039	27,497	829	28,326
2040	27,672	835	28,507
2041	27,816	839	28,655
2042	27,961	844	28,805
2043	28,106	848	28,954
2044	28,252	853	29,105
2045	28,403	856	29,259

1) Source: U.S. Census and the Bureau of Economic and Business Research (BEBR).

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- 2) Seasonal population is estimated by multiplying permanent population (Item 1) by the ratio of seasonal to permanent population from the 2000 U.S. Census for years 2001-2009 and the 2010 U.S. Census for years 2011-2045. The figures are weighed by 0.42 to account for seasonal residents only residing in the Village for a portion of the year (assume 5 months; 5 months divided by 12 months = 0.42).
- 3) Sum of permanent population (Item 1) and seasonal population (Item 2)

Appendix B
Cost Component
Building and Land Values:
Supplemental Information

Appendix B: Building and Land Values

This Appendix provides a summary of building and land value estimates for law enforcement and parks and recreation impact fees.

Building Values

To estimate building and recreational facility value, the following information was reviewed:

- Recent construction by the Village of Palm Springs, if any;
- Cost estimates for future facilities, if any;
- Insurance values of existing facilities;
- Data from other jurisdictions; and
- Discussions with the representatives from the Village.

The following paragraphs provide a summary for each service area.

Law Enforcement

As part of the cost estimate for the police station the following was considered:

- The Village is considering expanding the existing police station. The construction cost estimate for the expansion portion is \$275 per square foot. When soft costs are added, this estimated increases to \$360 per square foot.
- The insured value of the existing police station is \$226 per square foot. Insurance values tend to be conservative estimates because insurance companies exclude the value of the foundation and other more permanent parts of the structure when determining insurance values since they would not have to be rebuilt if the structure was damaged or lost.
- Station cost data from other jurisdictions ranged from \$200 per square foot to \$350 per square foot.

Given this information a building value of \$300 per square foot is used for the police station.

Recreational Facilities

Similar to law enforcement facilities, recreational facility values are based on the following:

- Construction cost of recently built facilities, if any;
- Insurance values of existing facilities;

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- Facility values obtained from other jurisdictions; and
- Input from the Village representatives.

The resulting estimates are presented in Table III-5, earlier in this report.

Land Values

For each impact fee program area, land values were determined based on the following analysis, as data available:

- Recent land purchases or appraisals/estimates for upcoming purchases for the related infrastructure (if any);
- Land value of current inventory as reported by the Palm Beach County Property Appraiser;
- Value of vacant land by size and by land use;
- Vacant land sales between 2017 and 2020 by size and by land use; and
- Discussions with the Village representatives.

Law Enforcement

The land value estimate for law enforcement facilities is based on the following:

- The Village of Palm Springs has not purchased any land for law enforcement facilities over the past five years.
- The Village is considering buying a parcel near the Municipal Complex to be used both as a park and potentially for the expansion of the police station. Estimated cost of this purchase is approximately \$254,000 per acre.
- The value of the parcel where the current police station is located is \$62,500 per acre. Property Appraiser land value estimates for governmental entities tend to be on the low end since these properties are not subject to property tax and the values are not always updated to reflect the market conditions.
- Vacant land sales of similarly sized parcels (between 0.05 acre and 5 acres) between 2017 and 2020 averaged \$254,000 per acre with a median value of \$229,000 per acre for all vacant land use types. These prices were higher for commercial properties, with an average of \$298,000 per acre and a median value of \$270,000 per acre.
- Similarly, the value of vacant land reported by the Property Appraiser averaged \$294,000 per acre with a median value of \$261,000 per acre for all vacant properties with 0.5 acres to 5 acres. For commercial properties, the average value is estimated at \$379,000 per acre with a median value of \$492,000 per acre.

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Given this information, an average land value of **\$250,000 per acre** is determined to be a reasonable estimate for law enforcement impact fee calculation purposes.

Parks

The park land value estimate is based on the following:

- The Village has not purchased any park land over the past five years; however, the Village is considering purchasing a parcel to expand the park area adjacent to the Municipal Complex. The estimated cost of this purchase is approximately \$254,000 per acre.
- The value of parcels where current parks are located averages \$114,000 per acre with a range of \$62,000 per acre to \$418,000 per acre. As mentioned previously, Property Appraiser land value estimates for governmental entities tend to be on the low end since these properties are not subject to property tax and the values are not always updated to reflect the market conditions.
- Vacant land sales of similarly sized parcels (up to 5 acres) between 2017 and 2020 averaged \$254,000 per acre with a median value of \$229,000 per acre for all vacant land use types. Because there tends to be more flexibility in terms of location for parks, residential land values were also reviewed. Vacant residential land sales averaged \$216,000 per acre with a median value of \$218,000 per acre. There were no sales of any parcels larger than 5 acres over the past three years.
- The value of vacant land reported by the Property Appraiser averaged \$257,000 per acre with a median value of \$254,000 per acre for all vacant properties with up to 10 acres. For residential properties, the average value is estimated at \$173,000 per acre with a median value of \$183,000 per acre.

Given this information, an average land value of **\$250,000 per acre** is determined to be a reasonable estimate for parks and recreational facilities impact fee calculation purposes.

Village of Palm Springs Parks & Recreational Facilities Impact Fee Schedule

Land Use	Impact Unit	60%	70%	80%	90%
		Year 1	Year 2	Year 3	Year 4
Residential					
Single Family (detached/attached):					
- Less than 1,500 sf	du	\$395	\$461	\$527	\$593
- 1,500 to 2,499 sf	du	\$439	\$512	\$585	\$658
- 2,500 sf or more	du	\$491	\$573	\$655	\$737
Multi-Family (Apartment/Condo)	du	\$291	\$340	\$388	\$437
Mobile Home	du	\$349	\$407	\$466	\$524
Senior Adult Housing (Detached)	du	\$336	\$392	\$448	\$504
Senior Adult Housing (Attached)	du	\$222	\$259	\$296	\$333

100%

Maximum Calculated Impact Fee	
	\$659
	\$731
	\$819
	\$485
	\$582
	\$560
	\$370

Village of Palm Springs Law Enforcement Impact Fee Schedule

ITE LUC	Land Use	Impact Unit
<i>Residential:</i>		
210	Single Family (detached/attached)	
	- Less than 1,500 sf	du
	- 1,500 to 2,499 sf	du
	- 2,500 sf or more	du
220/221/222	Multi-Family (Apartment/Condo):	du
240	Mobile Home	du
251	Senior Housing (Detached)	du
252	Senior Housing (Attached)	du
<i>Transient, Assisted, Group:</i>		
253	Congregate Care Facility	du
254	Assisted Living Facility	bed
310	Hotel	room
320	Motel	room
620	Nursing Home	bed
<i>Recreational:</i>		
430	Golf Course	hole
444	Movie Theater	screen
<i>Institutions:</i>		
520	Elementary School (Private)	student
522	Middle School (Private)	student
530	High School (Private)	student
540	University/Junior College (7,500 or fewer students) (Private)	student
550	University/Junior College (more than 7,500 students) (Private)	student
560	Church	1,000 sf
565	Day Care Center	1,000 sf
<i>Medical</i>		
610	Hospital	1,000 sf
630	Clinic	1,000 sf
<i>Office:</i>		
710	General Office	1,000 sf
720	Medical Office 10,000 sq ft or less	1,000 sf
720	Medical Office greater than 10,000 sq ft	1,000 sf
<i>Retail:</i>		
820	Shopping Center/Retail	1,000 sf gla
840/841	New/Used Auto Sales	1,000 sf
850	Supermarket	1,000 sf
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf
890	Furniture Store	1,000 sf
<i>Services:</i>		
911	Bank/Savings Walk-In	1,000 sf
912	Bank/Savings Drive-In	1,000 sf

931	Quality Restaurant	1,000 sf
932	High-Turn Over Restaurant	1,000 sf
934	Fast Food Restaurant w/Drive-Thru	1,000 sf
942	Automobile Care Center	1,000 sf
944	Gas Station w/Convenience Market <2,000 sq ft	fuel pos.
945	Gas Station w/Convenience Market 2,000-2,999 sq ft	fuel pos.
960	Gas Station w/Convenience Market 3,000+ sq ft	fuel pos.
<i>Industrial:</i>		
110	General Light Industrial	1,000 sf
140	Manufacturing	1,000 sf
150	Warehousing	1,000 sf
151	Mini-Warehouse	1,000 sf
154	High-Cube Transload/Storage	1,000 sf

60%

70%

80%

90%

100%

Year 1	Year 2	Year 3	Year 4	Maximum Calculated Impact Fee
\$162.86	\$190.01	\$217.15	\$244.30	\$271.44
\$180.96	\$211.12	\$241.28	\$271.44	\$301.60
\$202.51	\$236.26	\$270.01	\$303.76	\$337.51
\$119.78	\$139.74	\$159.70	\$179.67	\$199.63
\$143.91	\$167.90	\$191.88	\$215.87	\$239.85
\$137.87	\$160.85	\$183.83	\$206.81	\$229.79
\$91.34	\$106.57	\$121.79	\$137.02	\$152.24
\$124.81	\$145.61	\$166.41	\$187.21	\$208.01
\$87.27	\$101.82	\$116.36	\$130.91	\$145.45
\$91.96	\$107.29	\$122.62	\$137.94	\$153.27
\$76.01	\$88.68	\$101.34	\$114.01	\$126.68
\$102.29	\$119.34	\$136.38	\$153.43	\$170.48
\$78.83	\$91.97	\$105.10	\$118.24	\$131.38
\$487.03	\$568.20	\$649.38	\$730.55	\$811.72
\$7.51	\$8.76	\$10.01	\$11.26	\$12.51
\$8.45	\$9.86	\$11.26	\$12.67	\$14.08
\$8.45	\$9.86	\$11.26	\$12.67	\$14.08
\$9.38	\$10.95	\$12.51	\$14.08	\$15.64
\$7.51	\$8.76	\$10.01	\$11.26	\$12.51
\$34.72	\$40.51	\$46.30	\$52.08	\$57.87
\$76.01	\$88.68	\$101.34	\$114.01	\$126.68
\$121.06	\$141.23	\$161.41	\$181.58	\$201.76
\$170.79	\$199.26	\$227.72	\$256.19	\$284.65
\$83.52	\$97.44	\$111.36	\$125.28	\$139.20
\$112.61	\$131.38	\$150.14	\$168.91	\$187.68
\$161.41	\$188.31	\$215.21	\$242.11	\$269.01
\$141.70	\$165.31	\$188.93	\$212.54	\$236.16
\$147.33	\$171.89	\$196.44	\$221.00	\$245.55
\$226.15	\$263.84	\$301.54	\$339.23	\$376.92
\$173.60	\$202.54	\$231.47	\$260.41	\$289.34
\$30.03	\$35.04	\$40.04	\$45.05	\$50.05
\$96.65	\$112.76	\$128.87	\$144.98	\$161.09
\$139.82	\$163.13	\$186.43	\$209.74	\$233.04

\$540.52	\$630.60	\$720.69	\$810.77	\$900.86
\$522.69	\$609.81	\$696.92	\$784.04	\$871.15
\$910.25	\$1,061.96	\$1,213.66	\$1,365.37	\$1,517.08
\$156.71	\$182.83	\$208.95	\$235.07	\$261.19
\$137.00	\$159.84	\$182.67	\$205.51	\$228.34
\$167.03	\$194.87	\$222.71	\$250.55	\$278.39
\$189.56	\$221.15	\$252.74	\$284.34	\$315.93
\$46.92	\$54.74	\$62.56	\$70.38	\$78.20
\$43.16	\$50.36	\$57.55	\$64.75	\$71.94
\$10.32	\$12.04	\$13.76	\$15.48	\$17.20
\$3.76	\$4.38	\$5.01	\$5.63	\$6.26
\$8.45	\$9.86	\$11.26	\$12.67	\$14.08

RESOLUTION NO. 2012-53

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CERTAIN BUILDING PERMIT AND LAND DEVELOPMENT FEES; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-2 and Section 10-51 of the Code of Ordinances of the Village of Palm Springs, Florida authorizes the Village Council to establish a fee schedule for all building, electrical, plumbing, mechanical, gas, or other improvements requiring a permit, and land development fees and service fees, which shall be printed in a Schedule of Fees adopted by resolution, in accordance with policies and procedures established by the Village Council; and

WHEREAS, the Village Council has determined that there is a need to amend certain building permit and land development fees.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village Council of the Village of Palm Springs, Florida hereby amends the Schedule of Fees at Chapter 10 Building and Building Permit Regulations to read in its entirety as follows:

- (1) *Permit fees.* A permit fee shall be calculated by using the appropriate figure in table 1.1 below and the fee shall not be less than \$50.00. The permit fee shall be paid at the time of filing the permit application. The formula for principle structures shall be used to verify the cost estimate submitted by the contractor. The larger value of the estimated cost and the calculated cost shall be used for fee determination. The building official at his discretion can request a copy of the contract for his records. A primary permit fee will include the fee for all sub-permits,

Resolution No. 2012-53

provided the necessary information is completely and adequately detailed on the plans and other information submitted.

Table 1.1

Permit fee formulas

Principle structures ^{1, 2} = (Unit rate⁵ X floor area⁶)⁹ X percentage⁷

General improvements and service systems³ = Estimated value⁸ X percent⁷

Demolition = 2% of contract value, but not less than \$50.00

Notes:

1. As determined by the building official.
2. Structures or improvements, which can be calculated by the square footage method.
3. Systems such as electrical services, swimming pools, tenant improvements, and renovations, which cannot be calculated by the square footage method.
4. The minimum permit fee shall not be less than \$50.00.
5. Unit rates are found in Table 1.2.
6. Floor area means the total area under roof, including all and any porches, garages, entryways (square feet).
7. Percentages are those found in Table 1.3.
8. Estimated value is the average cost of all building material and labor to complete the task. This cost must be able to be verified by the building official using recognized construction cost data.
9. The estimated value of the work being done will be rounded up or down to the nearest thousand.

Table 1.2
Square Foot Construction Costs^{a, b, c, d}

(2006 International Building Code)		Type of Construction								
GROUP		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters with stage	207.99	201.27	196.59	188.35	177.31	172.08	182.33	161.78	155.82
	Assembly, theaters without stage	188.37	181.65	176.97	168.72	157.73	152.50	162.70	142.19	136.23
A-2	Assembly, nightclubs	160.35	155.84	151.87	146.10	137.40	133.56	140.99	124.59	120.41
A-2	Assembly, restaurants, bars, banquet halls	159.35	154.84	149.87	145.10	135.40	132.56	139.99	122.59	119.41
A-3	Assembly, churches	191.73	185.01	180.33	172.08	161.06	155.82	166.06	145.52	139.56
A-3	Assembly, general, community halls, libraries, museums	162.11	155.39	149.71	142.46	129.82	126.20	136.44	114.89	109.93
A-4	Assembly, arenas	187.37	180.65	174.97	167.72	155.73	151.50	161.70	140.19	135.23
B	Business	161.10	155.30	150.33	143.24	130.34	125.39	137.63	114.22	109.47
E	Educational	176.25	170.31	165.47	158.26	148.32	140.74	153.03	130.54	125.61
F-1	Factory and Industrial, moderate hazard	97.68	93.20	87.88	84.96	76.10	72.71	81.54	62.67	59.24
F-2	Factory and industrial, low hazard	96.68	92.20	87.88	83.96	76.10	71.71	80.54	62.67	58.24
H-1	High Hazard, explosives	91.50	87.02	82.70	78.78	71.10	66.71	75.36	57.67	N.P.
H234	High Hazard	91.50	87.02	82.70	78.78	71.10	66.71	75.36	57.67	53.24
H-5	HPM	161.10	155.30	150.33	143.24	130.34	125.39	137.63	114.22	109.47
I-1	Institutional, supervised environment	161.32	155.78	151.61	145.46	135.81	132.09	146.81	122.94	118.11
I-2	Institutional, hospitals	271.13	265.33	260.35	253.27	239.63	N.P.	247.66	223.51	N.P.
GROUP		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
I-2	Institutional, nursing homes	189.55	183.75	178.78	171.69	159.17	N.P.	166.08	143.05	N.P.

Resolution No. 2012-53

I-3	Institutional, restrained	185.16	179.37	174.39	167.30	155.66	149.72	161.69	139.55	132.80
I-4	Institutional, day care facilities	161.32	155.78	151.61	145.46	135.81	132.09	146.81	122.94	118.11
M	Mercantile	119.24	114.73	109.76	104.99	95.94	93.10	99.88	83.13	79.95
R-1	Residential, hotels	163.43	157.90	153.72	147.58	137.69	133.97	148.68	124.81	119.99
R-2	Residential, multiple family	136.97	131.44	127.26	121.11	111.35	107.63	122.34	98.47	93.65
R-3	Residential, one-and two- family	129.98	126.37	123.27	120.01	115.61	112.61	118.02	108.33	101.95
R-4	Residential, care/assisted living facilities	161.32	155.78	151.61	145.46	135.81	132.09	146.81	122.94	118.11
S-1	Storage, moderate hazard	90.50	86.02	80.70	77.78	69.10	65.71	74.36	55.67	52.24
S-2	Storage, low hazard	89.50	85.02	80.70	76.78	69.10	64.71	73.36	55.67	51.24
U	Utility, miscellaneous	69.10	65.33	61.44	58.37	52.71	49.14	55.08	41.61	39.61

a. Private Garages use Utility, miscellaneous

b. Unfinished basements (all use group) = \$15.00 per sq. ft.

c. For shell only buildings deduct 20 percent.

d. N.P. = not permitted

Table 1.3
Percentages X Value

2.52.0% = the first 50,000 plus

1.75% = over 50,000

(2) *Plan review and permit processing fees.*

Table 2.1

Resolution No. 2012-53

Type of Service	Fee
Minor Revision/pre-permit	No fee ¹
Minor Revision/post-permit	\$30.00 per hour with 1 hr. minimum + \$20.00 administrative fee ¹
Major Revision/pre-permit	\$30.00 per hour with 1 hr. minimum + \$20.00 administrative fee ²
Major Revision/post-permit	\$30.00 per hour with 1 hr. minimum + \$20.00 administrative fee ²
Revalidation/No revisions	30% of original permit fee but not less than \$50.00
Design Review	\$30.00 per hour with 1 hr. minimum + \$20.00 administrative fee ³
Change of Contractor/Owner (No Plan Review Required)	\$50.00
Change of Contractor/Owner (Plan Review Required)	\$50.00 + Revision
Change of Lot	\$30.00 per hour with 1 hr. minimum + \$20.00 administrative fee
Duplicate Plans	\$10.00 per sheet + administrative cost
Replacement permit card	\$30.00 each + \$20.00 administrative cost
Replacement Certificate of Occupancy	\$30.00 each + \$20.00 administrative cost
Temporary or Conditional Certificate of Occupancy:	
Single Family or Duplex	\$200.00
Commercial or Multi-Family	\$500.00 + \$50.00 per condition

1. Minor plan revisions are those which would change minor components, as determined by the building official, on a set of construction plans. Such minor components include, but are not limited to, revision to electrical, mechanical, or plumbing and changes to structural components that do not change the model of the unit or the square footage or layout of the structure.
2. Major plan revisions are those, which change the model of the unit or the square footage or layout of the structure, as determined by the building official, on a set of construction plans. Major revisions may require a review by zoning, building, fire, and public works.
3. Prior to application for permit, the owner or contractor may request design review. This review shall be conducted in accordance with this section, together with the policies and procedures established by the Village Council. This process is intended for structures or projects in the design stage. The review is intended to aide applicants by familiarizing them with code requirements, which may affect their design. The

Resolution No. 2012-53

cursory review will cover the following areas: building, electric, plumbing, mechanical, gas, and fire.

(3) *Inspection Fees.*

Table 3.1

Inspection Fees

Type of Inspection	Fee
First Reinspection	\$0.00
Second Re-inspection (same type)	\$60.00
Third Reinspection (same type)	\$90.00
Fourth Reinspection (same type)	\$120.00
Miscellaneous or Emergency Inspection (During normal working hours)	\$45.00
Special Inspection (Weekends, Holidays, and other times not considered within normal working hours)	\$45.00 per hour – (2 hour minimum)
First Yearly Inspection (Fire Marshall)	No Charge
First Reinspection (Fire Marshall)	No Charge
Additional Re-inspections, each	\$0.00
Second Re-inspection (same type)	\$60.00
Third Re-inspection (same type)	\$90.00
Fourth Re-inspection (same type)	\$120.00

Table 6.1
Special Fees

Type of Permit	Fee
Pod or Dumpster	\$50.00
Garage sales permit	\$1.00
Commercial outdoor sales permit except tax exempt	\$50.00
Antenna	Same as miscellaneous improvements- Table 1.1

Resolution No. 2012-53

Professional Services	Actual costs incurred, plus \$50.00 for administrative cost
Appeal of Building Official Determination	\$350.00
Zoning and code compliance review (zoning ltr.)	\$50.00

Table 7.1
Right-of-Way Fees

Application Fees:

On-Site Drainage Review, for commercial site drainage	Actual Cost + Admin Cost
per dwelling unit for residential site drainage	Actual Cost + Admin Cost
Right-of-Way Construction & Landscaping Review	Actual Cost + Admin Cost

Permit Fees:

Installation of gravity sanitary and storm sewer including appurtenant manholes and/or catch basins:

- | | |
|--|---------|
| a. First 200 lineal feet or less | \$40.00 |
| b. Next 400 lineal feet or fraction thereof | \$35.00 |
| c. Each additional 500 lineal feet or fraction thereof | \$25.00 |

Installation of all other underground facilities, including but not limited to, sanitary force main, water, gas, liquid or semi-liquid pipe lines, including appurtenant manholes and/or catch basins, and cable television, underground electric:

- | | |
|--|---------|
| a. First 200 lineal feet or less | \$40.00 |
| b. Next 300 lineal feet or fraction thereof | \$20.00 |
| c. Each additional 500 lineal feet or fraction thereof | \$15.00 |

Construction or installation of individual catch basins, manholes or junction boxes not erected in connection with an installation governed by 1 or 2 above: \$50.00 each

All underground crossings of paved roads of widths of up to 25 ft. of paving (open cut):

- | | |
|--|----------|
| a. For pipe sizes 18" or less in diameter, per cut | \$100.00 |
| b. For pipe sizes over 18" up to and including 48" diameter, per cut | \$50.00 |
| c. For pipe sizes greater than 48" diameter, per cut | \$200.00 |

All underground crossing of paved roads over 25 feet in paving width (open cut):

- | | |
|--|----------|
| a. For pipe sizes 18" or less in diameter, per cut | \$200.00 |
| b. For pipe sizes over 18" up to and including 48" diameter, per cut | \$300.00 |
| c. For pipe sizes greater than 48" diameter, per cut | \$400.00 |

Resolution No. 2012-53

All underground jack and bore crossings of paved Village roadways based on width of paving including median:

- | | | |
|----|--|--------|
| a. | For pipe sizes 18" or less in diameter, per foot | \$2.00 |
| b. | For pipe sizes over 18" up to and including 48" diameter, per foot | \$4.00 |
| c. | For pipe sizes greater than 48" diameter, per foot | \$6.00 |

Installation of a pole line for overhead facilities:

- | | | |
|----|---|---------|
| a. | First 200 lineal feet or less | \$85.00 |
| b. | Next 300 lineal feet or fraction thereof | \$50.00 |
| c. | Each additional 500 lineal feet or fraction thereof | \$35.00 |

Turnouts:

- | | | |
|----|---|------------|
| a. | Commercial turnout connection | \$250.00 |
| b. | Residential turnout | \$50.00 |
| c. | Where culverts are used in conjunction with turnout | \$2.00/ft. |

Street Connections:

- | | | |
|----|--|----------|
| a. | Paved street connection for tying into existing and/or new Village roads, each | \$250.00 |
| b. | Where culverts are used in conjunction with street connections, per foot | \$2.00 |

All construction within or upon village maintained rights-of-way including but not limited to turn lanes, new and expansion of existing roads, and landscaping: 3 percent of cost

Section 2. The Village Council of the Village of Palm Springs, Florida hereby amends the Schedule of Fees at Chapter 10 and Chapter 34 Building and Building Permit Regulations to read in its entirety as follows:

Ch. 34. Land Development.

- (1) *Reserved.*
- (2) *Subdivisions.*

a.	Filing fees for master plan	\$2,000.00
		+Professional Fees
b.	Minor plat	\$1,000.00
		+Professional Fees

Resolution No. 2012-53

c.	Major plat	\$1,500.00 +Professional Fees
(3)	<i>Land Use.</i> <i>All filing fees are in addition to professional fees as indicated in (k) herein.</i>	
a.	Site and development plan review	\$2,500.00
1.	Minor plan review	\$1,000.00
2.	Existing Tenant Space w/ Special Exception	\$500.00
3.	Administrative SP Amendment	\$500.00
b.	Variance application commercial & multi-family (for up to 2 concurrent variances per project) Each Additional Concurrent Variance	\$1,000.00 \$250.00
1.	Administrative Variance	\$500.00
2.	Single family home	\$300.00
c.	Special exception application	\$1,000.00
d.	Temporary Use License/Permit application	\$1,000.00
e.	Abandonment (easement and/or right-of-way)	\$1,500.00 +Plus land value
f.	Rezone (except with annexation)	\$750.00
g.	Text amendment	
	-Comprehensive Plan (FLUM Amendment)	\$1,000.00
	-Comprehensive Plan (Text Amendment)	\$3,000.00
	-Zoning Ordinance	\$1,500.00
h.	Local Business Tax	\$115.76
i.	Business Permit (county license)	\$52.50
j.	Rental Business Permit Fee units	\$52.50/Dwelling

Resolution No. 2012-53

- k. Cost Recovery of administrative, engineering, legal review, and/or any other professional service required in conjunction with any application or required by the Land Development Director Cost incurred

(4) *Impact Fees*

Fire Impact Fees

Single Family Detached	\$483.51
Single Family Attached	\$483.51
Multi-Family	\$239.57
Mobile Homes	\$239.57
Retail per 1,000 sq. ft.	\$225.13
Office per 1,000 sq. ft.	\$185.09
Medical Office per 1,000 sq. ft.	\$185.09
Warehouse per 1,000 sq. ft.	\$ 45.82

Law Enforcement Fees

Single Family Detached	\$131.80
Single Family Attached	\$131.80
Multi-Family	\$ 44.45
Retail per 1,000 sq. ft.	\$ 44.45
Office per 1,000 sq. ft.	\$ 56.53
Medical Office per 1,000 sq. ft.	\$ 49.45
Warehouse per 1,000 sq. ft.	\$ 9.34

Recreational impact fee calculation. The charge per dwelling unit shall be determined by dividing the current annual parks and recreation budget (operating and capital) by the number of dwelling units contained within the Village of Palm Springs. The number of households is calculated by dividing the population as determined by the University of Florida Bureau and Economic Research, BEBR, by the persons per household also determined by BEBR.

Charge per dwelling unit =
$$\frac{[\text{Parks and Recreation Budget}] \times \text{Persons per household}}{\text{BEBR Population}}$$

Utility Plan Review	\$1200.00
---------------------	-----------

Section 3. This Resolution shall take effect upon adoption.

Resolution No. 2012-53

Council Member Waller offered the foregoing resolution. Council Member Gunther seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☒
JONI BRINKMAN, VICE MAYOR	☒	☐	☐
PATTI WALLER, MAYOR PRO TEM	☒	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☒	☐	☐
SERGIO ESCALADA, COUNCIL MEMBER	☒	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this 26th day of JULY 2012.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: Joni S. Brinkman for
BEV SMITH, MAYOR

ATTEST:

BY: Virginia M. Walton
VIRGINIA M. WALTON, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: Glen J. Torcivia
GLEN J. TORCIVIA, VILLAGE ATTORNEY

**Village of Palm Springs
Office of the Village Manager**



Council Agenda

Date: July 26, 2012

**Subject: Resolution No. 2012-53, Modifying the
Fee Schedule for Permits and Various
Zoning Fees**

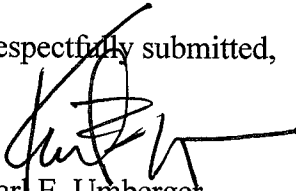
Honorable Mayor
and
Members of the Village Council

As an item for the agenda for the Council Meeting of July 26, 2012, is Resolution No. 2012-53, modifying the fee schedule for building permits and various zoning fees.

Table 1.1 was modified to increase building permit fees to cover the actual costs of staff review time. Table 2.1 was amended to clarify the fee for duplicate plans. Table 6.1 was revised to better define how the fee for professional services is determined. Chapter 34 has been updated to more accurately reflect the processing costs for various planning and zoning applications.

It is requested that the Council approve Resolution No 2012-53.

Respectfully submitted,



Karl E. Umberger
Village Manager

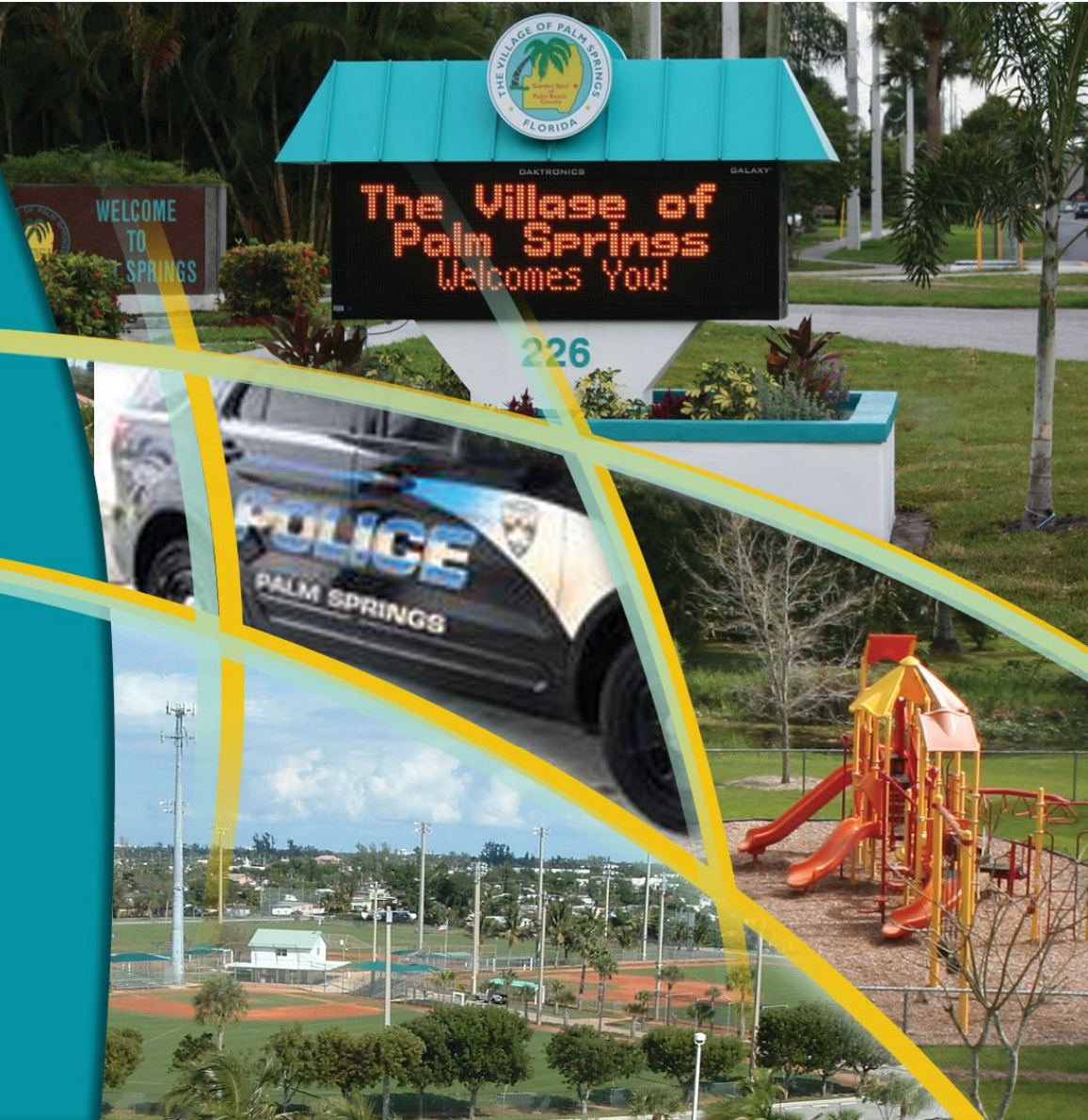
Attachment



Village of Palm Springs Impact Fee Study

April 8, 2021

**Tindale
Oliver**





Presentation Overview

- 1 **Background/Purpose**
- 2 **Technical Study Findings**
- 3 **Next Steps**





Background/Purpose

Village of Palm Springs:

- Continuing to experience growth
 - Annexations
 - Redevelopment
- Implemented impact fees for:
 - Law Enforcement
 - Parks and Recreational Facilities





Presentation Overview

- 1 **Background/Purpose**
- 2 **Technical Study Findings**
- 3 **Next Steps**





Impact Fees

Impact Fee Definition:

- One-time capital charge to new development
- Covers the cost of new capital facility capacity
- Implements the CIE and CIP



Impact Fees

Why Impact Fees?

- Maintain current level-of-service (LOS)
- Calculate the cost of growth
- Potential large developments
- Most needed when:
 - High growth
 - Limited funding





Impact Fees

Consumption-Based Methodology:

- **Common methodology** used by many Florida jurisdictions
- Charges new growth **based on its consumption of capacity**
- Fees are calculated at **a rate that cannot correct existing deficiencies**
- The Village Council can adopt fees at a reduced rate



Impact Fees

Legal Requirements – F.S. 163.31801:

- **Most recent and localized data**
- Minimum of **90-day notice** for any fee increases after adoption
- May not collect prior to building permit
- Rational nexus in the amount of collection and expenditures
- May not use for prior debt or projects unless there is a nexus showing use for need due to new growth
- **In any action challenging the fee, the government has the burden of proof**
- Accounting of impact fee collections & expenditures



Impact Fees

Basic Impact Fee Formula:

$$\text{Net Impact Fee} = (\text{Cost} - \text{Credit}) \times \text{Demand}$$

Diagram illustrating the components of the Net Impact Fee formula:

- Cost to add capacity** (points to **Cost**)
- Non-impact fee revenue from future development** (points to **Credit**)
- Population** (points to **Demand**)



Impact Fees

Components:

- Inventory
- Level of Service
- Cost Component
- Credit Component
- Net Impact Cost
- Calculated Fee
- Fee Comparison



Impact Fees

Summary of Calculated Impact Fees

Land Use	Impact Unit	Law Enf.	Parks & Recr.	Calculated Total Fee		Adopted Total Fee	% Change
Single Family (1,600 sf)	du	\$302	\$731	\$1,033		\$405	155%
Multi-Family	du	\$200	\$485	\$685		\$405	69%
General Light Industrial	1,000 sf	\$78	N/A	\$78		\$9	767%
General Office Building	1,000 sf	\$139	N/A	\$139		\$57	144%
Retail	1,000 sf gla	\$236	N/A	\$236		\$44	436%
Bank w/Drive-In	1,000 sf	\$233	N/A	\$233		\$44	430%
Fast Food Rest. w/Drive-Thru	1,000 sf	\$1,517	N/A	\$1,517		\$44	3348%



LAW ENFORCEMENT





Law Enforcement

Inventory:

- **Police Station**
 - 13,946 sq ft of building space
 - 2.5 acres of land
- Vehicles/Equipment
- Unit Costs:
 - Buildings: **\$300** per square foot
 - Land: **\$250,000** per acre





Law Enforcement

Level of Service:

Calculation Step	Weighted Seasonal Population	Functional Population
2021 Population	24,435	22,495
Number of Sworn Officers	49	49
Current LOS (Officers per 1,000 Residents)	2.01	2.18



Law Enforcement

Level of Service Comparison, 2020

Jurisdiction	Service Area Population (2020)	Number of Officers	LOS (Officers per 1,000 Residents)
Town of Jupiter	63,188	114	1.80
City of Boynton Beach	78,495	145	1.85
Village of Palm Springs	23,867	49	2.05
City of Boca Raton	95,139	201	2.11
City of Delray Beach	67,168	165	2.46
City of West Palm Beach	116,781	292	2.50
City of Palm Beach Gardens	56,709	147	2.59
Village of North Palm Beach	12,813	44	3.43
City of Riviera Beach	36,057	124	3.44
Town of Juno Beach	3,463	14	4.04
Town of Palm Beach	8,409	64	7.61

*Florida Department of Law Enforcement, 2019



Law Enforcement

Cost Component:

Variable	Cost	% of Total
Building Value	\$4.2 M	53.5%
Land Value	\$0.6 M	8.0%
Vehicle & Equipment Value	<u>\$3.0 M</u>	<u>38.5%</u>
Total Asset Value	≈\$7.8 M	100%
Functional Population	22,495	-
Impact Cost per Functional Resident	≈\$348	-



Law Enforcement

Credit Component – Cash Credit:

Variable	Figure	% of Total
General Fund	\$344,784	20%
Sales Tax	\$1,375,000	80%
Total Capital Expenditures (2016-2025)	\$1,719,784	100%
Avg. Annual Capital Expansion Expenditure	\$171,978	
Avg. Annual Population (2016-2025)	22,554	
Total Capital Expansion Exp. Per Resident	\$7.63	
Ad Valorem Portion (adjusted for Res.)	\$0.65	
Non-Ad Valorem Portion	<u>\$7.25</u>	-
Total Capital Impr. Credit per Resident	\$7.90	-

liver



Law Enforcement

Credit Component – Debt Service Credit:

- Remaining payments for the GO Bond funding the Police station
- Divided by population in the same period (2021-2032)
- Total Debt Service per Resident:
 - Residential: **\$55.43**
 - Non-Residential: **\$47.74**



Law Enforcement

Total Credit

Credit Element	Per Functional Resident
"Cash" Credit	
- Residential	\$7.90
- Non-residential	\$7.63
Capitalization Rate	2.3%
Capitalization Period (in Years)	25
Capital Expansion Cash Credit per Resident	
- Residential	\$148.94
- Non-residential	\$143.85
Debt Service Credit	
- Residential	\$55.43
- Non-residential	\$47.74
Total Credit per Resident	
- Residential	\$204.37
- Non-residential	\$191.59



Law Enforcement

Net Impact Cost

Variable	Impact Cost per Resident	Revenue Credit per Resident
<i>Total Impact Cost</i>		
Total Asset Value per Resident	\$347.99	
<i>Revenue Credit</i>		
- Residential		\$204.37
- Non-residential		\$191.59
<i>Net Impact Cost</i>		
- Residential	\$143.62	
- Non-residential	\$156.40	



Law Enforcement

Calculated Law Enforcement Impact Fee

Land Use	Impact Unit	Fn Residents per Unit	Calculated Fee	Adopted Fee	% Change
Single Family (1,600 sq ft)	du	2.10	\$302	\$132	129%
Multi-Family (1,300 sq ft)	du	1.39	\$200	\$132	349%
Light Industrial	1,000 sf	0.50	\$78	\$9	737%
Office Building (50,000 sq ft)	1,000 sf	0.89	\$139	\$57	146%
Retail (125,000 sq ft)	1,000 sfgla	1.51	\$236	\$44	431%
Bank w/Drive-In	1,000 sf	1.49	\$233	\$44	424%
Fast Food Rest. w/Drive-Thru	1,000 sf	9.70	\$1,517	\$44	3313%



Law Enforcement

Law Enforcement Impact Fee Comparison (Ranked):

Jurisdiction	Single Family (1,600 sq ft)
Cooper City	\$91
Village of Palm Springs-Adopted	\$132
Dania Beach	\$294
Village of Palm Springs-Calculated	\$302
Davie	\$307
Palm Beach Gardens	\$307
Hallandale Beach	\$380
Miramar	\$543
Palm Beach Shores	\$560

Jurisdiction	Multi-Family (1,300 sq ft)
Cooper City	\$91
Davie	\$114
Village of Palm Springs-Adopted	\$132
Village of Palm Springs-Calculated	\$200
Hallandale Beach	\$218
Dania Beach	\$239
Palm Beach Gardens	\$252
Palm Beach Shores	\$455
Miramar	\$543



PARKS & RECREATION





Parks & Recreation

Inventory

- 11 parks
 - 38 acres of land included in the study
 - Recreational facilities



Parks & Recreation

Level of Service

Park Classification	Inventory (Acres)	Current LOS	Adopted LOS Standard	LOS Used in Calculations
Neighborhood	16.15	0.68	0.50	0.50
Community	<u>21.50</u>	<u>0.91</u>	<u>1.50</u>	<u>0.91</u>
Total	37.65	1.59	2.00	1.41
2021 Permanent Population			23,720	



Parks & Recreation

Level of Service Comparison

Jurisdiction	LOS Standard (Acres per 1,000 Residents)
Village of Palm Springs	2.00
Boynton Beach	2.50
Lake Worth	2.50
Greenacres	3.00
Riviera Beach	3.00
Lantana	3.14
North Palm Beach	4.00
Palm Beach Gardens	5.00
Town of Palm Beach	6.00
Village of Royal Palm Beach	10.00
Average (excluding VPS)	4.35



Parks & Recreation

Cost Component – Park Land

Variable	Park Land Value
Land Purchase Cost per Acre	\$250,000
Landscaping, Site Preparation & Irrigation Cost per Acre	<u>\$10,000</u>
Total Land Cost per Acre	≈\$260,000
Achieved LOS/Adopted LOS Standard	1.41
Total Land Value per Weighted Resident	≈\$367



Parks & Recreation

Cost Component – Recreational Facilities

Variable	Figure
Recreational Facility Value per Acre	\$120,318
Total Acres	37.65
Total Recreational Facility Value	≈\$4,529,964
Population	23,720
Total Rec. Facility Cost per Resident	≈\$191



Parks & Recreation

Total Cost

Variable	Asset Value	% of Total Value
Recreational Facility Value per Resident	\$191	34%
Land Value per Resident	<u>\$367</u>	<u>66%</u>
Total Asset Value per Resident	\$558	100%



Parks & Recreation

Credit Component – Cash Credit

Variable	Figure	% of Total
Sales Tax	\$2,493,164	62%
Grants/Other	\$1,114,878	28%
General Fund	<u>\$422,432</u>	<u>10%</u>
Total Capital Expenditures (2016-2025)	\$4,030,474	100%
Avg. Annual Capital Expansion Expenditure	\$403,047	
Annual Permanent Population (2016-2025)	23,777	
Total Capital Expansion Expenditures per Resident	\$16.95	
Ad Valorem Portion (adjusted for Residential)	\$0.58	
Non-Ad Valorem Portion	<u>\$16.61</u>	-
Total Cash Credit per Resident	\$17.19	-



Parks & Recreation

Credit Component – Debt Service Credit

- Remaining payments for the GO Bond funding for parks improvements
- Divided by population in the same period (2021-2032)
- Total Debt Service per Resident:
 - Residential: **\$7.79**



Parks & Recreation

Total Credit

Credit Element	Per Resident
“Cash” Credit	
- Residential	\$17.19
Capitalization Rate	2.3%
Capitalization Period (in Years)	25
Capital Expansion Credit per Resident	
- Residential	\$324.08
Debt Service Credit	
- Residential	<u>\$7.79</u>
Total Credit per Resident	
- Residential	\$331.87



Parks & Recreation

Net Impact Cost per Resident

Impact Cost / Credit Element	Impact Cost	Revenue Credit
Total Impact Cost		
Total Asset Value per Resident	\$558	
Revenue Credit		
Total Credit per Resident		\$332
Net Impact Cost		
Net Impact Cost per Resident	\$226	



Parks & Recreation

Calculated Parks & Recreation Impact Fee

Land Use	Impact Unit	Residents per Unit	Calculated Fee	Adopted Fee	% Change
Single Family:					
- Less than 1,500 sf	du	2.92	\$659	\$273	141%
- 1,500 sf to 2,499 sf	du	3.24	\$731	\$273	168%
- 2,500 sf or greater	du	3.63	\$819	\$273	200%
Multi-Family	du	2.15	\$485	\$273	78%
Mobile Home	du	2.58	\$582	\$273	113%
Senior Adult Housing (Detached)	du	2.48	\$560	\$273	105%
Senior Adult Housing (Attached)	du	1.64	\$370	\$273	36%



Parks & Recreation

Parks & Recreation Impact Fee Comparison (Ranked):

Jurisdiction	Single Family (1,600 sq ft)
Village of Palm Springs-Adopted	\$273
Tequesta	\$276
Palm Beach Shores	\$416
Village of Palm Springs-Calculated	\$731
Boynton Beach	\$875
Jupiter	\$967
Mangonia Park	\$1,253
Royal Palm Beach	\$1,994
Palm Beach Gardens	\$3,703
Wellington	\$3,925
Boca Raton	\$4,000

Jurisdiction	Multi-Family (1,300 sq ft)
Village of Palm Springs-Adopted	\$273
Tequesta	\$196
Palm Beach Shores	\$338
Village of Palm Springs-Calculated	\$485
Boynton Beach	\$595
Jupiter	\$845
Mangonia Park	\$863
Royal Palm Beach	\$1,636
Palm Beach Gardens	\$3,041
Wellington	\$3,925
Boca Raton	\$3,500



Presentation Overview

- 1 **Background/Purpose**
- 2 **Technical Study Findings**
- 3 **Next Steps**





Next Steps

- Village Council Input/Directions
- Final Report
- Adoption Hearing





Next Steps

Summary of Calculated Impact Fees

Land Use	Impact Unit	Law Enf.	Parks & Recr.	Calculated Total Fee		Adopted Total Fee	% Change
Single Family (1,600 sf)	du	\$302	\$731	\$1,033		\$405	155%
Multi-Family	du	\$200	\$485	\$685		\$405	69%
General Light Industrial	1,000 sf	\$78	N/A	\$78		\$9	767%
General Office Building	1,000 sf	\$139	N/A	\$139		\$57	144%
Retail	1,000 sfgla	\$236	N/A	\$236		\$44	436%
Bank w/Drive-In	1,000 sf	\$233	N/A	\$233		\$44	430%
Fast Food Rest. w/Drive-Thru	1,000 sf	\$1,517	N/A	\$1,517		\$44	3348%



Questions?





Law Enforcement

Law Enforcement Impact Fee Comparison:

Land Use	Impact Unit	Palm Springs Calculated	Palm Springs Adopted	Cooper City	Dania Beach	Davie	Hallandale Beach	Miramar	Palm Beach Gardens	Palm Beach Shores
Date of Last Update	-	2021	n/a	1990	2005	2009	2019	2016	2015	2005
Assessed Portion of Calculated	-	n/a	n/a	100%	100%	100%	n/a	74%	100%	N/A
Single Family (1,600 sq ft)	du	\$302	\$132	\$91	\$294	\$307	\$380	\$543	\$307	\$560
Multi-Family (1,300 sq ft)	du	\$200	\$44	\$91	\$239	\$114	\$218	\$543	\$252	\$455
Light Industrial	1,000 sf	\$78	\$9	\$37	\$184	\$48	\$92	\$420	\$179	\$350
Office Building (50,000 sq ft)	1,000 sf	\$139	\$57	\$37	\$184	\$300	\$167	\$420	\$365	\$350
Retail (125,000 sq ft)	1,000 sfgla	\$236	\$44	\$37	\$184	\$300	\$290	\$420	\$596	\$350
Bank w/Drive-In	1,000 sf	\$233	\$44	\$37	\$184	\$300	\$288	\$420	\$591	\$350
Fast Food Rest. w/Drive-Thru	1,000 sf	\$1,517	\$44	\$37	\$184	\$300	\$1,750	\$420	\$2,307	\$350



Parks & Recreation

Parks & Recreations Impact Fee Comparison:

Land Use	Unit	Village of Palm Springs		Boca Raton	Boynton Beach	Jupiter	Mangonia Park	Palm Beach Gardens
		Calculated	Adopted					
Date of Last Update		2021	N/A	N/A	N/A	2006	2009	2015
Assessed Portion of Calculated		N/A	N/A	N/A	N/A	100%	N/A	100%
Single Family (1,600 sf)	du	\$731	\$273	\$4,000	\$875	\$967	\$1,253	\$3,703
Multi-Family (1,300 sq ft)	du	\$485	\$273	\$3,500	\$595	\$845	\$863	\$3,041



Parks & Recreation

Parks & Recreations Impact Fee Comparison (continued):

Land Use	Unit	Village of Palm Springs		Palm Beach Shores	Royal Palm Beach	Tequesta	Wellington
		Calculated	Existing				
Date of Last Update		2021	N/A	2005	2016	N/A	2003
Assessed Portion of Calculated		N/A	N/A	N/A	66%	N/A	100%
Single Family (1,600 sf)	du	\$731	\$273	\$416	\$1,994	\$276	\$3,925
Multi-Family (1,300 sq ft)	du	\$485	\$273	\$338	\$1,636	\$196	\$3,925



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 9.2: Ordinance No. 2021-04 - Village of Code Amendment - Chapter 34 - Special Events (*First Reading*)

SUMMARY:

The Planning Zoning & Building Department is recommending an amendment to the Village Code - Chapter 34 Article VI "Land Use", Division 7 "Supplemental District Regulations" to clarify the definition of "special event."

In lieu of referencing the effective business license, which establishes the specific business use and limits of the premises, the amended language provides specific examples of activities that, if approved, would be considered as special events.

Note: The application requirements and process for consideration of a proposed special event are unchanged.

The Planning & Zoning Board will consider the proposed ordinance at their meeting on April 13, 2021 and their recommendation will be shared prior to 2nd and final reading.

The proposed ordinance was prepared by the Village Attorney and was reviewed by the Assistant Village Manager, Interim Planning, Zoning & Building Director and Police Chief.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on May 13, 2021.

FISCAL IMPACT:

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

ATTACHMENTS:

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS" BY AMENDING SECTION 34-896 TO CLARIFY THE DEFINITION OF "SPECIAL EVENT" FOR WHICH A SPECIAL EVENT PERMIT IS REQUIRED; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, this proposed ordinance amends Section 34-896(a) of the Village Code of Ordinances to clarify the definition of "special event" for which a special event permit is required; and

WHEREAS, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety, and general welfare of the Village to adopt this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 34 "Land Development", Article VI, "Land Use," Division 7 "Supplemental District Regulations" is hereby amended by amending subsection (a) of Section 34-896 as follows:

Section 34-896 Special events.

(a) *Permit required.* Any person, corporation, or other entity of any kind who desires to conduct any type of special event ~~or temporary recreational event within the village and which is not covered under the regular business tax receipt and registration required by article IV, or that is held in whole or in part upon village-owned property and/or public right-of-way,~~ must obtain a special event permit from the village in order that the village may adequately provide for the potential impacts created by the proposed event. The fee for such permit shall be set by resolution of the Village

Council. Outdoor sales, grand opening promotions, and other similar events, per section 34-884, are not subject to this section. For the purposes of this section, “special event” shall mean any occasion, including but not limited to exhibitions, celebrations, festivals, special sales events, shows, and other activities taking place on non-residential private property that involves, on a temporary basis, the occupation of land and/or construction of improvements not identified in an approved site plan or other development approval. Special events shall not include activities to be conducted entirely within public parks or on public right-of-way or vacant property. Factors indicative of a special event includes any one or more of the following:

- (1) Closing of a public street, sidewalk, or alleyway;
- (2) Blocking or restricting public property.
- (3) Blocking or restricting access to private property of others.
- (4) Use of pyrotechnics or special effects.
- (5) Use of open flame, explosions, or other potentially dangerous displays or actions.
- (6) Use or display of animals, aircraft, or watercraft.
- (7) Sale or service of merchandise, food or nonalcoholic and alcoholic beverages on public and private property where otherwise prohibited by ordinance.
- (8) Installation of a stage, band shell, vehicle(s), of any kind, trailer, van, portable building, booth, grandstand, or bleachers on public or private property where otherwise prohibited by ordinance.
- (9) Placement of "No Parking" signs or barricades in a public right-of-way.
- (10) Electronic amplification of music, voices, sounds, or activities
- (11) Determination by village staff that the event will result in substantial impact on city resources, facilities, or public safety services in response thereto.

Examples of special events include, but are not limited to, the promotion of concerts, markets, seminars, expositions, community events, fairs, festivals, carnivals, filming, processions, parades, circuses, amusement rides, rodeos, fundraising, marathons and other running events, walkathons, block party, bicycle races and tours, sporting events, car shows, revivals, dances, assemblages, or any other similar organized activity, whether for profit or not for profit, and any other situations which are outside the normal scope of permitted activities for a location, or which may have some impact on the community-at-large.

Section 3. Codification. The sections of the ordinance shall be made a part of the Village Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section, or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
GARY READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 9.3: Ordinance 2021-02 - Land Use and Rezoning (Small-Scale) Amendments - Fontana Townhomes - 4063 Davis Road & 4090 Coconut Road (Quasi-Judicial Hearing)(*First Reading*)

SUMMARY:

Mr. Jerrod Purser, agent for Meritage Homes of Florida, Inc., is requesting a small-scale land use plan amendment and rezoning on 4.48 acres (comprised of two parcels) located at 4063 Davis Road and 4090 Coconut Road to facilitate a multi-family (townhome) development project.

The proposed small-scale land use and zoning changes would be from Palm Beach County designations to Palm Springs designations and the combined properties are less than 10 acres in size (4.48 acres total) and are planned for urban (residential) use:

Existing PBC Future Land Use	Proposed Village Future Land Use	Existing PBC Zoning	Proposed Village Zoning
Palm Beach County Urban Infill	High Density Residential (up to 19 du/ac)	Palm Beach County Urban Infill (UI)	Residential Multiple-Family (RM)

The Applicant is requesting that the property be designated with the Village's High Density Residential future land use category (19 du/ac), which would allow up to a maximum intensity of 89 residential dwelling units. The property was annexed into the Village of Palm Springs in 2017 and 2019; however, Palm Beach County Future Land Use and Zoning designations were maintained until a specific use was proposed.

Note: The subject property is bound to the north and east by Commercial land use, to the

south and west by Palm Beach County Medium Density Residential 5 (MR5) land use.

The Applicant is concurrently requesting site plan approval (SPR21-02) and four (4) waivers for a residential planned development (RPD) to construct 59 two-story fee simple townhomes within 9 buildings. The proposed community would have access via Davis Road and Coconut Road. Amenities are expected to include playground equipment, picnic table under shade structure and benches.

The Applicant is requesting four (4) waivers for the proposed RPD site plan:

1. Relief from Sec.34-1328 to allow a 20' wide drive aisle rather than 26' wide required.
2. Relief from Sec.34-1063(a)(1) to allow for one sidewalk on a street or primary driveway interconnected with other pedestrian ways instead of sidewalks on both sides of the main street.
3. Relief from Sec.34-766(1) to allow the construction of 59 residential dwelling units within 4.73 acres rather than 12.55 acres minimum required within the RM district.
4. Relief from Sec.34-1064(1)(b) to allow a 15' side setback rather than 20' minimum required.

The proposed site plan with waivers is presented (within this item) for informational purposes only (no action required at this time). If the proposed small-scale land use map and rezoning amendments are approved on 2nd and final reading, the proposed site plan will be considered by the Village Council under a separate Resolution during May 13th meeting.

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use, irrespective of potential development plans, is generally made with consideration on compatibility, impact on services and need for the land use to fulfill Village redevelopment and growth objectives

The proposed request was submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review and no comments were received.

Note: IPARC is designated to provide coordination of proposed plan amendments, cooperation between affected local government and service providers and provides opportunities to resolve potential disputes only within the plan amendment process.

The Planning and Zoning Board considered this application during their March 9, 2021 meeting and recommended approval.

The Local Planning agency (LPA) will consider this item during their April 8, 2021 meeting.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on May 13, 2021.

FISCAL IMPACT:

The proposed land use and rezoning amendments are not expected to provide a direct fiscal impact to the Village; however, it would facilitate development that will increase the Village's property valuation. Additionally, this project, if approved, would require various Village services that will result in increased expenditures to the Village.

This property is located within the Palm Springs CRA - Lake Worth District and redevelopment would result in increased TIF revenue.

ATTACHMENTS:

Proposed Ordinance No. 2021-02 - Comprehensive Plan (Small Scale) Land Use Map & Rezoning Amendment - 4063 Davis Road & 4090 Coconut Road

Exhibit "A" Staff Report & Conditions of Approval (combined for both applications)

Applicant's Justification Statements

Proposed Site Plan, Landscape Plans, Building Elevations (informational Only)

Color Site Plan and Color Rendering (informational only)

Aerial, Location, FLU and Zoning Map

ORDINANCE NO. 2021-02

(SMALL SCALE LAND USE AMENDMENT & REZONING)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE “SMALL SCALE” COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR THE 4.73 GROSS ACRE PARCEL LOCATED AT 4063 DAVIS ROAD AND 4090 COCONUT ROAD, AND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO, FROM A LAND USE DESIGNATION OF “URBAN INFILL” TO A VILLAGE FUTURE LAND USE DESIGNATION OF “HIGH DENSITY RESIDENTIAL”; FURTHER CHANGING THE ZONING DESIGNATION FROM “URBAN INFILL (UI)” TO PROVIDE FOR A ZONING DESIGNATION OF “RESIDENTIAL MULTI-FAMILY (RM)” AND A PLANNED DEVELOPMENT SITE DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has determined the need to amend the land use and zoning designations for the 4.73 gross acre parcels located at 4063 Davis Road and 4090 Coconut Road; and

WHEREAS, on December 21, 2017, Resolution No. 2017-49 the property located at 4090 Coconut Road was voluntarily annexed in the Village of Palm Springs, and the property located at 4063 Davis Road, was annexed via Interlocal Agreement with Palm Beach County on the same date; and

WHEREAS, the Village will initiate the small-scale land use and zoning changes from the existing Palm Beach County designation. The subject properties are less than 10 acres in size; and

WHEREAS, the Village has adopted a Comprehensive Plan pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”); and

WHEREAS, the Village Council, sitting as the Village’s Local Planning Agency (the “LPA”) will consider this item on April 8, 2021 and their recommendation will be provided to the Council prior to consideration; and

WHEREAS, the Village Council has considered the request of Village Staff for small-scale land use amendments and re-zoning designations; and

WHEREAS, the Village Council has determined that granting the request for land use amendments and rezoning serves a valid public purpose.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. Findings. The Village Council finds the above statements are true and correct and serve as a basis for consideration of this ordinance.

Section 2. Future Land Use. The Future Land Use designation in the Village’s Comprehensive Land Use Plan for the lands described herein, as more particularly designated in “**Exhibit A**” shall be established as “High Density Residential”. Until such time as the appeal period expires, (if challenged, the new zoning is not effective until such time as the state land planning agency or the Administration Commission issues a final order of compliance) but not sooner than 31 days following the effective date of this ordinance, all development of said lands shall be subject to the requirement of the existing Village Land Use Plan, Zoning, and Subdivision regulations.

Section 3. Zoning. Concurrent with said small-scale land use amendments, the Land Development (Zoning) District designations on the official Village of Palm Springs Zoning Map shall be established as “Residential Multiple-Family (RM)” more particularly designated in **Exhibit “A”**, subject to the approval and appeal period stated in Section 2, above.

Section 4. Directions to the Village Clerk. The Village Clerk is hereby authorized and directed to forthwith cause the designations of the zoning of the properties described in the attached “**Exhibit A**”, as set forth in Section 3 of this Ordinance, on the official Village of Palm Springs Zoning Map.

Section 5. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. 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 7. 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>
BEVERLY SMITH, MAYOR	☐	☐	☐
GARY READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ 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



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Small-Scale Land Use Amendment, Rezoning and Site Development Plan (Residential Planned Development Site Plan with Waivers) - Fontana Townhomes – 4063 Davis Road & 4090 Coconut Road.

Application Summary			
Applicant / Petitioner	Meritage Homes of Florida, Inc.	Submittal Date	10/20/2020
Reference Name	Fontana Townhomes	Case Number	SPR21-02
		Parcel Control No	70-42-44-24-00-000-6070 & 70-43-44-30-01-009-0040
Location	Assembly of the properties 4063 Davis Rd & 4090 Coconut Road	Site Area	±4.73 gross acres ±4.48 net acres
P&Z B Meeting	March 9, 2021	Local Planning Agency	April 8, 2021
Council Meeting (after LPA, 1 st Reading)	April 8, 2021	Council Meeting (2 nd Reading)	May 13, 2021
Requests			
Proposed Use(s)	Small-Scale Land Use Amendment of the Future Land Use Map to change the land use from Urban Infill to High Density Residential, concurrent with Rezoning from Urban Infill (UI) to Residential Multiple- Family and a Planned Development Site Plan for construction of 59 two-story townhomes within nine buildings.		
Number of Buildings	9 Buildings (approximately 50,000 SF total)		
Waivers	1. Requesting a waiver from Sec.34-1328 to allow a 20’ drive aisle instead of 26’ required. 2. Requesting a waiver from Sec.34-1063(a)(1) to allow for one sidewalk on a street or primary driveway interconnected with other pedestrian ways instead of sidewalks on both sides of the main street. 3. Requesting a waiver from Sec.34-766(1) to allow the construction of 59 residential dwelling units within 4.73 acres instead of 12.55 acres minimum required within the RM district. 4. Requesting a waiver from Sec.34-1064(1)(b) to allow a 15’ side setback instead of 20’ minimum required.		
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	Total of 185 parking needed 2.5/ DU + 25% for guest	185 spaces total 59 garages spaces 118 driveway spaces (2 per unit) 8 guest spaces	Yes
Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front yard (East & West)	25’	25’	Yes
Rear yard (South)	20’	N/A (two frontage)	-
Side yard (North & South)	20’	15’	No* (waiver requested)
Site Characteristics			
Existing Use	Vacant lot & Single-Family Home	Proposed Use	Residential Multiple-family
Existing Zoning	Urban Infill (UI)	Proposed Zoning	Residential Multiple-Family (RM)
Existing Future Land Use	Urban Infill	Proposed Future Land Use	High Density Residential

Proposed Density	12.5 du/acres (Maximum permitted on High Density Residential is 19 du/acre)		
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Mobile home park & medical office building	Urban Infill & Commercial	Urban Infill (UI) & Commercial General (CG)
South	Single Family Home & Vacant lot	Unknown Unincorporated Palm Beach County	Unknown Unincorporated Palm Beach County
East	Drive in theater – Swap Shop	Commercial	Commercial General (CG)
West	PBC Governmental office	Unknown Unincorporated Palm Beach County	Unknown Unincorporated Palm Beach County
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the new residential high density planned development site plan, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan, compatibility with surrounding uses and generally consistent with the CRA Lake Worth Road District objectives.			



I. Site History

- Ordinance 2017-35: Annexation

The property located at 4090 Coconut Road, was voluntarily annexed into the Village of Palm Springs on December 21, 2017. Palm Beach County's Future Land Use and Zoning designations were maintained until today's date.

- Resolution 2017-49: Annexation

The property located at 4063 Davis Road, was annexed into the Village of Palm Springs via interlocal agreement with Palm Beach County, the agreement was executed by Palm Beach County on October 22, 2019, Village's Council approved the annexation on December 21, 2017. Palm Beach County's Future Land Use and Zoning designations were maintained until today's date.

II. Comprehensive Plan Consistency

- The subject property's Future Land Use designation and Zoning are Palm Beach County Urban Infill and Urban Infill (UI), respectively. The proposed small-scale land use amendment is to assign the Village's Future Land Use of High Density Residential. Concurrently, rezoning from the Palm Beach County zoning designation of Urban Infill to Residential Multiple-Family is requested, and is supported with a planned development site plan. All requests are consistent with goals, objectives and policies of the Village's Comprehensive Plan.

III. Waivers Requested

The applicant is seeking the following waivers:

Waiver #1: The applicant is requesting a waiver relief from Sec.34-1328 to allow a 20' wide drive aisle instead of 26' wide required.

Waiver #2: The applicant is requesting a waiver relief from Sec.34-1063(a)(1) to allow for one sidewalk on a street or primary driveway interconnected with other pedestrian ways instead of sidewalks on both sides of the main street.

Waiver #3: The applicant is requesting a waiver relief from Sec.34-766(1) to allow the construction of 59 residential dwelling units within 4.73 acres instead of 12.55 acres minimum required within the RM district.

Waiver #4: The applicant is requesting a waiver relief from Sec.34-1064(1)(b) to allow a 15' side setback instead of 20' minimum required.

The applicant's full justification to the waivers is attached hereto.

- a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

Waiver 1: The request to allow a 20' wide drive aisle when adjacent to 90-degree parking is in harmony and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code. The majority of the subject site is compliant with the required drive aisle dimensions, however there are even 90-degree parking spaces in a portion of the site which require a 26' wide drive aisle. This waiver will not be injurious to the area involved, as traffic can still safely maneuver into and out of the parking spaces.

Waiver 2: The request to allow a sidewalk along one side of the street where a sidewalk is required along both sides will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare. As previously stated, this waiver will allow for greater flexibility in site design and adequate pedestrian connectivity will be provided.

Waiver 3: The request to allow a reduced lot size from the required minimum lot requirements is outside of the Applicant's control and will not affect the public health safety, and welfare.

Waiver 4: The request to allow a reduced side setback is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code, and will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare. The subject area of this request is specific to lot 52, which is along the northern portion of the site. It is screened by the adjacent northern property by a 10' landscape buffer and existing 6' concrete wall. The request also applies to lots 14 and 15, along the southern portion of the site, adjacent to the LWDD L-12 Canal. These lots are screened by a 10' landscape buffer with a 5' vinyl fence.

b. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1: The request to allow a reduced drive aisle width when adjacent to 90-degree parking results from innovative design in which other minimum standards are exceeded. The subject site is compliant with the required drive aisle width in all other areas.

Waiver 2: The request to allow a sidewalk along one side of the street where a sidewalk is required along both sides will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare. As previously stated, this waiver will allow for greater flexibility in site design and adequate pedestrian continuity will be provided.

Waiver 3: The request to allow a reduced lot size is not the result of innovative design. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

Waiver 4: The request to allow a reduced side setback distance results from innovative design in which other minimum standards are exceeded. The areas of focus for the reduced side setback, currently propose landscaping above code requirements and provide an existing 6' concrete wall and 5' vinyl fence.

c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1: The granting of the waiver request related to reduced drive aisle width will result in the preservation of valuable natural resources. A narrower street width equates to less impervious area, as a result this will help preserve valuable natural resources.

Waiver 2: The granting of the waiver request will result in the preservation of valuable natural resources, including drainage and recharge areas, and natural areas. As aforementioned, by negating the requirement for an extra sidewalk, this will allow for increased pervious areas throughout the subject site.

Waiver 3: The request to allow a reduced lot size will not result in preservation of valuable natural resources. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

Waiver 4: The reduced side setback will result in the preservation of valuable natural resources. This will be achieved, as the reduced setback will allow for greater design freedom and allow for more opportunity to preserve natural resources.

- d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Waiver 1: The request will demonstrate public benefits such as desirable site design techniques. By allowing for a narrower drive aisle adjacent to parking spaces, there is room for more pervious area and potential open spaces. This will create a more desirable community for future residents.

Waiver 2: The request will demonstrate public benefits such as extension of pedestrian linkages outside of the project boundaries. The subject site is located in an ideal area with close proximity (less than 300 feet) to the Lake Worth Road Corridor. The proposed sidewalk network will connect to the existing Davis Road sidewalk and allow walkability to the surrounding areas and services.

Waiver 3: The request to allow a reduced lot size does not demonstrate public benefits to be derived. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

Waiver 4: The waiver request will demonstrate public benefits such as desirable site design techniques and right-of-way dedication to the LWDD L-12 Canal. By allowing for a reduced side setback, the subject site will have more design freedoms to provide increased open space and additional drainage.

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

Waiver 1: The request will not jeopardize the screening of the subject site as it relates to a decreased drive aisle width in a specific portion of the site.

Waiver 2: This waiver request is specific to the pedestrian sidewalks within the subject site and would not adversely impact adjacent properties. However, appropriate landscape buffering and screening is provided.

Waiver 3: The waiver does not generate any adverse impacts related to adjacent properties; however, the applicant will sufficiently screen and buffer the property.

Waiver 4: The waiver request will provide sufficient screening and buffering to screen adjacent uses from any adverse impacts created by the reduced side setback. This reduced setback is specific to two areas of the subject site, which propose landscaping above code requirements and provide an existing 6' concrete wall and 5' vinyl fence.

- f. Economic issues may not be used to justify waivers.

Waiver 1, 2, 3 & 4: Economic issues are not used as a justification for these requests.

- g. The request is compatible with existing and potential land uses adjacent to the development site.

Waiver 1, 2, 3 & 4: The request is consistent with the existing and potential land uses adjacent to the development site. A majority of the surrounding uses are residential communities which either provide one sidewalk or no sidewalks. There is a sidewalk along Davis Road which the subject site's sidewalk system will connect to. Overall, a waiver request for a decreased street width, single sidewalk, and a reduced side setback will not generate compatibility issues.

Staff supports the applicant's request based on the intent of the applicant to maximize the utilization of the land reducing the amount of impervious surface and consistency with the Village Comprehensive Plan

allowing for innovative designs. Although the acreage is below the minimum required for 59 residential dwelling units, the property can still be developed in the proposed manner without any adverse impact to the surrounding properties.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the south side of Lake Worth Road between Coconut Road and Davis Road.
- 2) Surrounding properties are a mix of residential and commercial uses.
- 3) The property is located within the Lake Worth Road District CRA.
- 4) The Village Center is located within 1.5 miles.
- 5) A mix of different uses like general retails, restaurants, grocery supermarket and professional offices are located on the proximities along Lake Worth Road.
- 6) Available public transportation on Lake Worth Road and South Military Trail are existing within less than 1 mile from the property.

V. Consistency with Palm Springs Lake Worth Road District CRA

1. Detailed Description of the Proposal's Consistency with Five (5) Key Goals of CRA

I. Improving Utilities and Infrastructure

The development proposal will extend new Utilities and install new site-serving Infrastructure to the site, as improvements are necessary in order to construct the Townhouses.

II. Expanding Job Development and Economic Growth

The development proposal does not directly fulfill the CRA's key goal to expand job development and economic growth, but it will provide additional residents to supply the workforce and economy of the Village.

III. Enhancing Public Safety

The development proposal will enhance public safety, as the subject site is currently abandoned and an ideal area for vagrancy, illegal dumping and other criminal activities to occur due to its location adjacent to the LWDD canal and separation from Lake Worth Road. The development of buffers, fencing, and additional landscape screening around the perimeter of the subject site will significantly decrease the chance of any crime occurring on this property in the future.

IV. Increasing and Maintaining Workforce Housing

While Workforce Housing is not a component of this development proposal, the overall nature of the development program will create an equal opportunity for all Village residents to increase homeownership. Townhouses offer an affordable entry level homeownership opportunity. More ideal than renting and more achievable than purchasing a single-family residential house, the development proposal will provide much needed home options for residents of the Village.

V. Advancing the Partnership with Palm Beach County

The development proposal will advance the partnership with Palm Beach County due to its location within the Hernden Park Countywide Community Revitalization Area (CCRT) neighborhood core area. The Countywide Community Revitalization Area's within Palm Beach County are overseen by the County's Office of Community Revitalization (OCR). This request will require the continued coordination with the County and surrounding Hernden Park residents to ensure the communities needs are met.

2. Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District.

As evidenced by the Lake Worth Road subdistrict study, the Lake Worth Road subdistrict is currently subject to slum/and or blighted conditions. Some of the existing conditions include faulty lot layout in relation to usefulness, inadequate building density patterns, and incidence of crime in the area higher than in the remainder of the county or municipality. This proposal will improve all of the aforementioned negative existing conditions on the subject site and in turn have an effect on the immediately surrounding area.

3. Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA.

The development proposal will assist in achieving strategies and objectives of the CRA as it addresses an existing blighted area within the Village. As evidenced by the subdistrict study, the Lake Worth Road subdistrict is subject to slum/and or blighted conditions. The subject site has sat abandoned for many years and allows for an incidence of crime in the area due to its ideal location next to the LWDD canal and separation from Lake Worth Road. Proposing a residential development such as the Fontana Townhomes development will assist in achieving the CRA's strategies to address blighted areas, by improving the area and discouraging criminal traffic.

VI. Regulatory Issues

- The site plan generally conforms to the property development standards of the Residential Planned Development.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) A High-Density Residential Land Use designation and rezoning to RM, shall be approved prior to consideration of the proposed Site Plan.
 - 3) The applicant is responsible to acquire all applicable permits from all regulatory agencies with jurisdiction over the project site, including but not limited to Palm Beach County, LWDD and the Village of Palm Springs.
 - 4) Civil/Utility plans shall be approved by the Village's Engineer.
 - 5) Proposed ROW dedications along the west, south and east shall be approved by PBC and LWDD respectively at time of Civil/Utility plan review.
 - 6) The project is located within the Airport Land Use Noise Zone (ALUNZ) for Palm Beach County Park Airport.
 - 7) The proposed development is located within the Airport Regulated area Zone 3 & Zone 1 for PBIA and Lantana Airport
 - 8) The 10' pipe easement (ORB. 2204PB. 1150) shall be abandoned at time of Civil/Utility review.
 - 9) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
 - 10) Property shall be platted.

VII. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VIII. Community Outreach/ Notification

- The subject property was posted on February 26, 2021.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on February 19, 2021.
- Legal advertisement was published in the paper on February 25, 2021 and will be re-advertise on March 25, 2021 and April 28, 2021.
- Staff has not received any inquiries or comments as a result of the notices.

IX. Proposed Development Plan Details

The petitioner's development plans dated received on October 20, 2020 depicts the following:

- Application for Small-Scale Land Use Amendment, Rezoning and Residential Planned Development Site Plan approval with 4 waivers for the construction of 59 two-story fee-simply townhomes within 9 buildings.
 1. Site Plan dated received October 20, 2020 revised and resubmitted on February 24, 2021.
 2. Landscape plans dated received October 20, 2020 revised and resubmitted on February 24,

- 2021.
3. Engineering plans dated received October 20, 2020 revised and resubmitted on January 15, 2021.
4. Architectural plans dated received October 20, 2020 revised and resubmitted on December 21, 2020.
5. Photometric plan dated received October 20, 2020 revised and resubmitted on December 21, 2020.
6. Boundary and topographic survey dated received October 20, 2020.
7. Traffic study.
8. Project narrative and Justification Statement of proposed use.
9. Drainage calculations dated received October 20, 2020 revised and resubmitted on December 21, 2020.
10. Common amenities detail plan.

X Recommendation

The applicant is proposing the development of the 4.73 acres parcel with the construction of 59 two-story fee-simple townhomes. The townhomes will be three-bedroom homes with a one car garage and a driveway with space for two cars. The buildings will be configured with five (5) 6-townhome units, three (3) 7-townhome units and one (1) 8-townhome units, for a total of nine (9) buildings. The community will have two access driveways via the existing Davis Road and Coconut Road right-of-way. Amenities include a tot lot with playground equipment, a shade structure, picnic table and sports field for lawn games.

Planning, Zoning & Building Staff has conducted a review of the application and found the proposed Residential Planned Development Site Plan to be consistent with goal, objectives and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed residential multi-family project provides internal sidewalk connections between the common amenities (tot lot with playground equipment, a shade structure, picnic table and sports field for lawn games) and the buildings, to facilitate pedestrian circulation and safety. The proposed project provides open spaces creating common areas for passive/leisure activities. The proposed use does not significantly reduce light and air on adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems.

A respectively 15' and 10' wide right-of-way, along Coconut Road and Davis Road, is required to be dedicated to Palm Beach County to comply with county standards.

In addition, the project exceeds some of the minimum requirement for a Planned Development as shown on the table below:

Land Development Regulations	Required	Proposed
35 percent of the gross land area for open space	68,302 sf (1.57 acres)	81,457 sf (1.87 acres)
40% maximum lot coverage	82,415 sf	50,000 sf

Planning, Zoning & Building Staff recommends approval of the Small-Scale Land Use Amendment and Rezoning. PZ&B Staff recommends conditional approval of the Residential Planned Development Site Plan with 4 waivers, for the construction of 59 two-story fee simple townhomes subject to the following forty-eight (48) conditions below and a suggestion for a voluntary monetary contribution, requested by the School District to mitigate school impacts:

1. Build out date December 31, 2025.
2. Notice of Actual Construction or Alteration form shall be filled out (form 7460) to determine if the project will be a hazard to air navigation, according to PBIA, and a final determination letter shall be provided to the Village at time of permitting.

3. Per Palm Beach Department of Airports request, each perspective tenant and/or purchaser within the ALUNZ must be informed that occasionally will observe aircraft arriving at and departing from Palm Beach County Park Airport, and shall be disclosed prior to a real estate contract. The condition will become inclusive in the contract's conditions and shall be noted in subsequent contracts. Condition shall be added into the HOA covenants/ deed restrictions document and provided to the Village at time of Platting.
4. The final plat shall be approved by the Village Council prior to issuance of a building permit.
5. The Final Plat shall be approved and recorded prior to any sales.
6. The common amenities (tot lot with playground equipment, a shade structure, picnic table and sports field for lawn games) shall be completed in their entirety, open for use and accessible to the residents, prior to the issuance of the 23rd Certificate of Occupancy (40% of the project)
7. The dedication of 10' and 15' along Davis Road and Coconut Road respectively via Right-of-way Deed to Palm Beach County free and clear of all encumbrances (to comply with county standards) shall be executed at time of platting.
8. An opaque fence shall be provided around the lift station supplemented with landscaping and details shall be provided at time of permitting.
9. A Utility/Civil Plan shall be approved by the Village Engineer and Palm Beach County Water Utility Department at time of permitting and shall be revised to match site plan.
10. Garages shall be used for parking only. The HOA covenants/ deed restrictions shall include prohibit the conversion of garages into habitable spaces or used as storage.
11. The HOA covenants/ deed restrictions shall prohibit the installation of any additional impervious or semi-impervious surface.
12. The HOA shall be responsible for all landscape maintenance, including mowing of private yards (this shall be included in the HOA documents).
13. The HOA covenants/deed restrictions shall prohibit the installation of sheds, the parking of boats, commercial vehicles, or recreational vehicles anywhere inside the property. Parking of oversized vehicles that do not fit within the typical parking stall (9'x18.5') shall also be prohibited.
14. Any/all legal instrument recorded shall include deed restrictions on the lots as follows:
 - a. Garages shall remain as garages and shall not be converted to habitable space.
 - b. Only two vehicles shall be parked in the driveways overnight and shall not be permitted to park on or block any sidewalk or drive isles.
 - c. There shall be no screen enclosures or additions permitted including screening the rear patios.
 - d. There shall be no pools permitted.
 - e. Boats, RV'S, or recreational vehicles shall only be permitted if parked in the garage.
 - f. No additional impervious or semi-impervious surface.
15. Each perspective tenant and/or purchaser shall be advised of noise issued due to the Swap Shop.
16. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
17. Conditions of approval stated in Village Engineer's letter (Engenuity Group, Inc.) issued on January 11, 2021 shall be satisfied at time of Civil/Utility application review.
18. No parking shall be allowed, under any circumstances, along the drive isle. Residents and guest parking shall only occur within designated parking stalls, private driveways and private garages.
19. The 10' pipe easement shall be abandoned at time of platting.
20. At time of permitting, provide value of construction and number of construction jobs created to be included in CRA annual report.
21. A future signalized intersection at Davis Road and Lake Worth Road will facilitate access via the Davis Road project entrance – this entrance should be enhanced as the main ingress/egress for the project.
22. Any existing or proposed utility box/cabinet shall be screened from view, Staff recommends wrapping the cabinets/box with a match design accordingly with the existing/proposed location.
23. Any existing or proposed utility easement shall not overlap more than 5' the landscape buffer.
24. Proposed 6' Vinyl fence along Davis Road and Coconut Road ROW is not a preferable material by the Village, Staff recommends providing more durable/resistant material to prevent unwanted pedestrian

traffic.

25. The property owner shall post a notice of annual boundary school assignments for students from this development. The district will provide an 11' x 17' sign to be posted in a clear and visible location in all sales offices and models with the following:

“NOTICE TO HOMEBUYERS/TENANTS”

“school age children may not be assigned to the public school closest to their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact the Palm Beach School District Boundary Office at (561)434-8100 for the most current school assignment(s)”.

26. Photometric plans shall be approved by the Planning, Zoning and Building Department at time of permitting.
27. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
28. The mail pickup and delivery system shall be approved by the United States Postal Service.
29. Irrigation plans shall be provided at the time of permitting. Non-potable water shall be used for the irrigation system per Village code.
30. Provide permits from all applicable permitting agencies, including but not limited to, Lake Worth Drainage District, PBC and Village of Palm Springs at the time of permitting.
31. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
32. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department at time of permitting.
33. A stabilized surface shall be provided at all time during construction for access by emergency vehicles.
34. All mechanical equipment's and above-ground infrastructure shall be screened from view.
35. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
36. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting as needed.
37. All electric utilities shall be underground.
38. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting.
39. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
40. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
41. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy/Certificate of Completion of each improvement area.
42. Absolutely no occupancy, other than construction personnel, is permitted prior to TCO/CO.
43. Photometrics must be certified by an engineer prior to CO.
44. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.
45. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
46. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
47. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
48. At the time of CO, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

49. The School District has requested the Applicant offer a voluntary commitment to make a contribution of \$24,465.00 to the School District of Palm Beach County prior to issuance of a building permit, based on School Capacity Availability Determination letter issued on January 7, 2021.



JUSTIFICATION STATEMENT
FLU Map Amendment | Rezoning | Site Plan (Planned Development)
Fontana Townhomes

Initial Submittal: October 7, 2020

Resubmittal: November 23, 2020; December 21, 2020; January 15, 2021

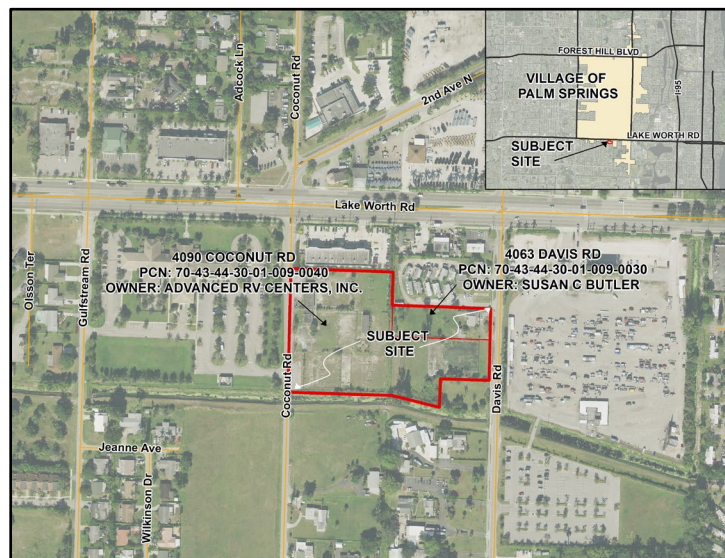
REQUEST

On behalf of Meritage Homes of South Florida, the Applicant, WGI is requesting approval of the following:

- 1) **Future Land Use Map Amendment** from unincorporated Palm Beach County Urban Infill (UI) Future Land Use designation to the Village of Palm Springs High Density Residential Future Land Use.
- 2) **Rezoning** from unincorporated Palm Beach County UI zoning district to the Village of Palm Springs Residential Multifamily (RM) zoning district as a residential planned development.
- 3) **Site Plan (Planned Development)** to allow a 59 unit fee-simple townhouse residential planned development.
 - **Waivers** from the following development standards allowed as part of Planned Development Performance Standards:
 - i. Drive aisle width adjacent to 90 degree parking.
 - ii. Number of sidewalks along a street.
 - iii. Minimum Lot Area
 - iv. Side Setback

SITE CHARACTERISTICS

The 4.73 acre subject site, known as “Fontana Townhomes”, is located approximately 0.1 miles south of the Davis Road and Lake Worth Road intersection on the west side of Davis Road. It is comprised of two parcels identified by Parcel Control Numbers (PCNs) 70-43-44-30-01-009-0030 and 70-43-44-30-01-009-0040. Both subject parcels retain an unincorporated Future Land Use (FLU) Designation of Urban Infill (UI) and are within the unincorporated UI Zoning district. While the parcels retain unincorporated FLU designations and zoning districts, they were recently annexed into the Village of Palm Springs and are thus under the jurisdiction of the Village of Palm Springs (herein referred to as “the Village”). The subject site is within the Palm Spring’s Community Redevelopment Agency (CRA) district boundary and can be further categorized under the Village’s Lake Worth Road CRA Subdistrict. The larger of the two parcels is a former recreational facility and is mostly vacant with numerous residual dilapidated facilities/structures remaining. The smaller of the two parcels is presently occupied by a single-family residential dwelling. A map has been provided below which identifies the subject sites location within the Village, as well as an adjacent parcels view which provides greater detail regarding the site characteristics and surrounding areas.



SURROUNDING PROPERTIES

The site is surrounded by a mix of uses, including a medical office, multifamily residential, single-family residential, and a flea-market/drive-in movie theater. The mix of surrounding uses adjacent to the subject site can generally be found to be consistent with the proposed development. A summary of the surrounding property information has been provided below.

	FLU Designation	Zoning District	Existing Use
North	CG (Village of Palm Springs)	CG (Village of Palm Springs)	Medical Office
	UI (Unincorporated)	UI (Unincorporated)	Mobile Home Park
South	MR-5 (Unincorporated)	RM (Unincorporated)	Vacant/Single-family Residential
East	CG (Village of Palm Springs)	CG (Village of Palm Springs)	Drive-in Movie Theater/Flea Market
West	MR-5 (Unincorporated)	PO (Unincorporated)	Government Center

DEVELOPMENT HISTORY

As previously mentioned, the subject site was recently annexed into the Village of Palm Springs. The annexation of the subject parcels was adopted in December 2017 and October 2019.

The largest of the two subject site parcels, is approximately four acres and was formerly a recreational facility. Palm Beach County (PBC) Petition Number 73-106, approved by Resolution No. 1973-429 by the PBC Board of County Commissioners (BCC) on August 7th, 1973 approved a Special Exception to allow a Tennis Recreation Facility. It is unclear how long the facility known as the *Lake Worth Racquet Club* was in operations and existed on the parcel, but aerial imagery and ownership information reflects that tennis facility site was no longer in operation by September 2000 as it was purchased by a Place of Worship entity, *Haitian Evangelical Crusade Association, Inc.* Subsequently, based on imagery, after the ownership change, many of the recreational facilities, such as tennis courts and a pool, were partially demolished but still remain on the site today in very poor condition.

According to PBC Planning & Zoning records, there were few inquiries to redevelop the tennis facility, but no formal requests were submitted.

The smaller of the two subject site parcels, is approximately 0.75 acres and presently accommodates a single family dwelling unit. No development history is associated with the single-family parcel other than the building information on file with the County, which indicates the home was built in 1946.

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DISTRICT BOUNDARY CHANGES FUTURE LAND USE MAP AMENDMENT/REZONING

Pursuant to the review requirements provided in Section 34-602.-Land Development Board, the development proposal is consistent with said requirements as outlined below.

1. A statement of the petitioner's interest in the property to be rezoned, including a copy of the last recorded warranty deed. The following shall also be included, if applicable:

(a) If the interest is a joint and several ownership, a written consent to the rezoning petition by all parties of record.

(b) If the interest is a contract purchase, a copy of the purchase contract and written consent of the seller/owner.

(c) If an authorized agent is involved, a copy of the agency agreement or written consent of the principal/owner.

(d) If a lessee is involved, a copy of the lease agreement and written consent of the owner.

(e) If a corporation or other business entity is involved, the name of the officer or person responsible for the application and written proof that the representative has the delegated authority to represent the corporation or other business entity, or in lieu thereof, written proof that he is in fact an officer of the corporation.

Response: The Applicant has provided a copy of the Agency Agreement/written consent from the applicable property owners. A copy of the latest warranty deed applicable to each property owner has been provided for review.

2. A certified boundary survey by a surveyor registered in the state, at a scale prescribed by the village, containing the following:

(a) An accurate legal description of the property to be rezoned.

(b) A computation of the total acreage of the tract to the nearest one-tenth of an acre.

Response: A certified boundary survey by a surveyor registered in the state, at a scale prescribed by the Village has been provided as part of this land Use/district boundary change request. A legal description and computation of the total acreage of the tract to the nearest one-tenth of an acre have been provided within the survey.

3. The location of the subject parcel, plotted on an official base map, land development map or other acceptable map of the village.

Response: As identified on Page One of this Justification Statement, a location map of the subject site within the Village has been provided. Furthermore, a radius map and location maps have been included to further identify the location of the subject site.

4. A property owner's location drawing, showing all properties within 300 feet of the subject property and their relation to the subject parcel.

Response: As required by the Village to provide adjacent property owner information for Public Hearing applications/notices a location map showing all properties within 300 feet of the subject property and their relation to the subject site has been provided.

5. A statement of special reasons or the basis for the rezoning request, including the intended use of the property.

Response: As aforementioned, the subject parcels were recently annexed into the Village however they were never assigned a Village Land Use Designation or Zoning district. This request to allow a high density residential land use and RM zoning are necessary in order for the subject site to remain consistent with the surrounding area and to initiate any sort of development on the subject parcels.

6. A confirmation of the provisions of all necessary facilities and systems, and attested to by the applicant or authorized agent, for storm drainage, water supply, sewage treatment, solid waste disposal, public safety protection, recreational and park areas, school sites and any other services, where applicable.

Response: Due to the subject site being previously developed for an intense recreational facility, and also accommodating a residential dwelling unit, adequate provisions of all necessary facilities and systems will be achievable for the subject site.

As part of the required application, coordination has been initiated with the appropriate facilities and system providers in order to confirm adequate provisions can be provided to the subject site. Copies of all correspondence with providers has been included with this submittal, as well as any statements received.

7. Payment of a filing fee as established by the village.

Response: The filing fee associated with the Future Land Use Map Amendment and Rezoning portion of the request required by this section have been provided as part of this submittal.

CONSISTENCY WITH PALM SPRINGS CRA COMMUNITY REDEVELOPMENT PLAN

As aforementioned, the subject site is within the Palm Springs CRA, under the Lake Worth Road CRA subdistrict. Per the CRA Community Redevelopment Plan, new development applications must demonstrate consistency with the Plan. A description of the development's proposal consistency with the Community Redevelopment Plan can be found below.

1. Detailed Description of the Proposal's Consistency with Five (5) Key Goals of CRA

- I. Improving Utilities and Infrastructure**

Response: The development proposal will improve the Utilities and Infrastructure of the area, as improvements are necessary in order to construct the Townhouses.

- II. Expanding Job Development and Economic Growth**

Response: The development proposal will remain consistent with the CRA's key goal to expand job development and economic growth, as it will provide additional residents to supply the workforce and economy of the Village.

- III. Enhancing Public Safety**

Response: The development proposal will enhance public safety, as the subject site is currently abandoned and an ideal area for crime to occur due to its location adjacent to the LWDD canal and separation from Lake Worth Road. The development of buffers, fencing, and additional landscape screening around the perimeter of the subject site will significantly decrease the chance of any crime occurring on this property in the future.

- IV. Increasing and Maintaining Workforce Housing**

Response: While Workforce Housing is not a component of this development proposal, the overall nature of the development program will create an equal opportunity for all Village residents to increase home-ownership. Townhouses offer an affordable entry level homeownership opportunity. More ideal than renting and more achievable than purchasing a single-family residential house, the development proposal will provide much needed home options for residents of the Village.

- **V. Advancing the Partnership with Palm Beach County**

Response: The development proposal will advance the partnership with Palm Beach County due to its location within the Hernden Park Countywide Community Revitalization Area (CCRT) neighborhood core area. The Countywide Community Revitalization Area's within Palm Beach County are overseen by the County's Office of Community Revitalization (OCR). This request will require the continued coordination with the County and surrounding Hernden Park residents to ensure the communities needs are met.

2. Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District.

Response: As evidenced by the Lake Worth Road subdistrict study, the Lake Worth Road subdistrict is currently subject to slum/and or blighted conditions. Some of the existing conditions include faulty lot layout in relation to usefulness, inadequate building density patterns, and incidence of crime in the area higher than in the remainder of the county or municipality. This proposal will improve all of the aforementioned negative existing conditions on the subject site and in turn have an effect on the immediately surrounding area.

3. Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA.

Response: The development proposal will assist in achieving strategies and objectives of the CRA as it addresses an existing blighted area within the Village. As evidenced by the subdistrict study, the Lake Worth Road subdistrict is subject to slum/and or blighted conditions. The subject site has sat abandoned for many years and allows for an incidence of crime in the area due to its ideal location next to the LWDD canal and separation from Lake Worth Road. Proposing a residential development such as the Fontana Townhomes development will assist in achieving the CRA's strategies to address blighted areas, by improving the area and discouraging criminal traffic.

DEVELOPMENT PROGRAM

The following outlines the development program for the proposed 59 unit multi-family residential townhouse development:

Density

The maximum density for the RM zoning district is 19 DU/AC. The proposed development remains consistent with the district's density regulations as a density of 12.5 DU/AC is proposed.

Building Height

Pursuant to Section 34-1064, the maximum height for a building within the residential planned development district shall be the same as allowed in the applicable land development district, or 35 feet, whichever is higher. The proposed RM zoning district and residential planned development height regulation remain consistent with one another, as three stories or 35 feet. The subject site is in compliance with this requirement as the proposed buildings are no more than 35 feet in height.

Minimum Acreage Requirement

The Village's code requirements state that all Residential Planned Developments shall be no less than three acres. The subject site is compliant with this requirement as it is 4.73 acres in size.

Open Space and Common Amenity Area

Pursuant to Section 34-1064(d) of the Village Code, a residential planned development is required to provide a minimum amount of open space and common amenity area. The minimum total open space requirement for residential planned developments shall be 35 percent of the gross land area, of which 20 percent shall be common amenity area. Based on the standard for required open space, the 4.73 acre subject site is required to provide 1.65 acres of open space. The subject site currently exceeds the code requirement for open space as 2.09 acres or 44 percent of the gross land are proposed to remain as open space. Of the 1.65 acre open space requirement, at least 20 percent of this area must be provided as a common amenity area to all lots such as parks, playgrounds, or other recreational purposes. Based on the open space land area requirement of 1.65 acres the subject site is required to provide 0.31 acres of common amenity area for the proposed community. This requirement is adequately satisfied, as 0.31 acres of common amenity area is proposed central to the community.

Lot Coverage

Pursuant to Sec. 34-1064(e)(2), all structures within a Residential Planned Developments shall have a maximum lot coverage of 40%, based on the net area of individual lots. The development proposal is compliant with this requirement as none of the proposed lots exceed 40% lot coverage.

Access

The subject site retains double frontage along Coconut Road and Davis Road. Two ingress/egress access points are proposed, one access point from Davis Road and another access point from Coconut Road. The two access points allow for increased circulation and flow of vehicular and pedestrian traffic throughout the subject site.

Buffering

Pursuant to Village Code *Article III, Section 34-162.-Required Landscaping*, in certain situations the Village requires landscaping around the perimeter of development parcels in order to create a buffer from adjoining land uses, streets and properties. The subject site is in compliance with this section of the Village's code as there is a 10 foot landscape buffer provided around the entirety of the subject site. This proposed perimeter buffer in conjunction with the adjacent properties' buffers will provide screening and will reduce the risk of any potential adverse impacts from the adjacent mobile home park and medical office developments to the north.

Waivers

As provided in Subdivision IX.-Planned Developments, the proposed residential planned development is subject to greater flexibility in design and development standards relative to specific dimensional regulations, in order to encourage ingenuity and originality in subdivision and site design while preserving open space to serve recreational, scenic and other public services. Therefore, this Subdivision of the Village's code allows for waivers from certain criteria. The waivers requested for the subject site, relate to the required sidewalk requirements, street width, and side setback requirements. The waiver details of these aforementioned requirements can be found within the subject site's *Conformance with Planned Development Code* section of this Justification Statement.

CONFORMANCE WITH PLANNED DEVELOPMENT CODE

As required by the Village's Development Application, demonstration must be provided that the proposed residential planned development is in conformance with the Planned Development Code Objectives and Performance Standards provided in Subdivision IX of the Village's Code. An outline of how the project conforms with standards has been provided below.

SEC. 41-1062 OBJECTIVES

- 1. To permit the creation of functional and unique residential, commercial and mixed-use developments that do not adversely impact the village's character and "small town feel".***

Response:

The proposed residential planned development is in conformance with this objective as the requested residential density of 12.5 dwelling units per acre (DU/AC) is not out of character for the surrounding area. The site is located in close proximity to many commercial services which will provide immediate service to future residents and create a functional balance between non-residential and residential uses. Furthermore, it is compatible with the surrounding residential land use designations to the north, east, south, and west. Therefore, by allowing for the approval of the proposed 59 dwelling unit townhouse development, the Village's "Small Town Feel" will not be adversely impacted.

- 2. To promote building siting that takes into consideration the context of the development, the location of nearby uses, and the new development's compatibility with existing neighborhoods.***

Response:

The site planning of the subject site took great consideration into the context of the development with the surrounding areas. The subject site's required dry detention areas and recreation area provide a great deal of open space and substantially less intensity, so they have been located adjacent to the southernmost property line which abuts residential on the opposite side of the LWDD L-12 Canal. This siting coupled with the canal along the southern property line provides for the utmost separation possible between the proposed townhouse development and neighboring single family residential.

3. To enhance landscaped open space and streetscapes.

Response: The development proposal is consistent with the aforementioned objective as areas of the subject site will exceed landscaping requirements for open space and streetscapes.

4. To bring unique and creative solutions to new development, the following elements should be considered in the context of the specific site, project and/or use:

- a) Arrangement and spacing of buildings and open spaces;**
- b) Ability to aggregate adjacent lots or parcels, and/or eliminate nonconformities;**
- c) Location of access drive and sidewalks to promote circulation and access;**
- d) Building coverage;**
- e) Sufficient and convenient parking for uses and activities;**
- f) Landscape buffers and screening mechanisms to enhance aesthetics and promote compatibility**
- g) Adequate lighting for security and pedestrian/vehicular safety; and**
- h) Development of large employment centers predominately of light industrial or high technology uses in underutilized corridors. The flexibility of design should promote revitalization of the primary commercial areas and an economic stimulus through job creation to the local economy as well.**

Response: The development proposal brings unique and creative solutions to new development, by remaining consistent with the aforementioned subobjectives. As previously mentioned, great consideration was given during the site planning of the subject site. The arrangement and spacing of buildings relative to open spaces was considered heavily to remain consistent with requirements such as the common amenity area requirements and to provide a better quality of living for future residents. Furthermore, the development proposal provides for a unique solution to develop a currently underutilized parcel by aggregating an adjacent single-family parcel rather than creating an enclave. As previously stated, the access drives have been located in a way to promote circulation and access of the unique double-frontage site. Each subobjective was weighed heavily as they relate to the specific subject site.

SEC. 34-1063 PERFORMANCE STANDARDS

The development proposal conforms with the performance standards for a Planned Development as outlined below.

Standards:

- 1. Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrian-ways and/or providing access to each building.**

Response: The development proposal is proposing sidewalks along one side of the street to provide for a greater sense of open space and to utilize the subject site's potential to the greatest extent possible. The Planned Development code requires that sidewalks be required on both sides of the streets. While sidewalks are not provided on both sides of the streets, adequate pedestrian circulation and access throughout the subject site is still achieved through the use of a five foot wide sidewalk and crosswalks throughout. The proposal of one sidewalk rather than two is subject to a waiver.

- 2. Consolidation of smaller parcels into a larger, unified development project.**

Response: As aforementioned, consolidation of smaller parcels into a large, unified development project was incorporated into the planned development proposal. If the request were solely to develop the former tennis facility parcel, this would

result in an enclave of single-family residential. Therefore, the adjacent single-family lot is proposed to be consolidated with the larger parcel in order to provide a unified development and avoid any adverse impacts to the community.

3. Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys.

Response: The consolidation of driveways has been provided as evidenced within the provided site plan. Access from secondary streets and alleys is not appropriate for the subject site as Townhouse units are proposed, and the size of the subject site does not allow for the use of alleys and secondary streets.

4. Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.

Response: As required by the Village's Parking Code, the subject site provides guest parking accommodations throughout the subject site. These guest parking locations were intentionally planned to be central to the entire development to promote efficient use by lots. Furthermore, this consideration allows for reduced impervious area as guest parking is not over abundant and throughout all areas of the subject site.

5. Provision of sufficient parking to avoid on-street parking, unless designed with on-street spaces.

Response: The subject site retains sufficient parking for the residential units per the Village's Code requirement of 2.5 spaces per unit. Parking spaces are provided for guest parking spaces as required by Village Code; the total parking provided is distributed throughout the development.

6. Pedestrian-scale street lighting along sidewalks and pedestrian ways.

Response: Street lighting will be provided along sidewalks and pedestrian-ways to create an appropriate pedestrian scale environment.

7. Aggregation of open space to create common areas of sufficient size for passive/leisure activities.

Response: The required 0.31 community amenity area is proposed to remain as one whole area located central to the development. By aggregating the amenity area into one tract rather than multiple smaller tracts throughout the subject site, the land will sufficiently be used for active and passive/leisure activities.

8. Continuity of sidewalks and pathways where disconnects occur; and provision of sidewalks to usable open spaces, recreation amenities or public facilities.

Response: As previously mentioned, crosswalks will be provided throughout the subject site to provide continuity of sidewalks and pathways where disconnects occur. The subject site has an extensive pedestrian circulation pattern which allows uninterrupted circulation from usable open spaces, recreation amenities, public facilities, and individual lots.

9. Residential setbacks that allow for a green, semi-private planting area between the sidewalk and house(s).

Response: The provided setbacks are proposed to allow for a green, semi-private planting area between the sidewalk and houses. Appropriate foundation planting has been planned to be incorporated into the individual lots.

10. Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.

Response: Streetscape is promoted throughout the subject site where feasible. This will be achieved through the use of pedestrian scale lighting, as previously mentioned, and by proposing appropriate landscaping to provide adequate streetscape.

11. Create bus waiting areas for safety, for school buses or mass transit, as may be applicable.

Response: As coordinated with Palm Beach County School Board, a 10'x15' school bus shelter has been provided along Davis Road.

12. Building setbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.

Response: As aforementioned, the site was planned to provide the greatest amount of separation as possible from the least intense adjacent uses to the south. Much of the structures are massed closer to the northern boundary as the adjacent uses and structures are more compatible with the proposed townhouse structures.

13. Provision of original, self-confident building design, and prohibition of metal buildings.

Response: Metal buildings are not proposed as part of this development proposal. Original, self-confident building design is provided as the townhouse buildings are proposed to be contemporary modern.

14. Buffers between differing uses to include a masonry wall and landscaping to promote compatibility.

Response: As depicted in the site photos provided with this submittal, a masonry wall currently exists along the adjacent commercial property line to the north of the subject site. This wall is proposed to remain as is to provide further screening from the medical office use and to promote compatibility. As previously mentioned, a perimeter landscape buffer is proposed in conjunction with the neighboring medical office's landscape buffer to provide the utmost screening as possible.

15. Adequate vehicular circulation, traffic maintenance and/or operational measures that does not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turnarounds.

Response: As aforementioned, the subject site is proposed to provide adequate vehicular circulation that does not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turn arounds. Rather than providing access along one road, access along both frontages of the double frontage subject site is provided to negate the increased need for dead-end streets and t-style turn arounds that is commonly found in development patterns today.

WAIVERS

Pursuant to the Planned Development Performance standards of the Village's Code, the Applicant may utilize waivers to promote the use of innovative and creative techniques and concepts. As previously mentioned, waivers are requested for the development proposal to allow relief from certain requirements. The waivers requested have been outlined within the table below and meet the waiver criteria as identified within this *Waivers* section.

Waiver	Subject	Code Section	Required	Proposed	Deviation
1.	Street width adjacent to 90 degree parking	Sec. 34-1328	26' wide drive aisle when adjacent to parking	20' wide drive aisle when adjacent to parking	-6'
2.	Sidewalk	Sec. 34-1063(a)(1)	Sidewalk along both sides of Street	Sidewalk along one side of street	Single-sided sidewalk
3.	Side Setback	Sec. 34-1064(e)(1)(b)	20'	15'	-5'
4.	Min. Lot Area	Sec. 34-766(1)	547,000 SF / 12.55 AC.	205,881 SF / 4.73 AC.	-341,119 SF / - 7.83 AC.

- 1. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.**

Waiver 1 Response: The request to allow a 20' wide drive aisle when adjacent to 90 degree parking is in harmony and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code. The majority of the subject site is compliant with the required drive aisle dimensions, however there are seven 90 degree parking spaces in a portion of the site which require a 26' wide drive aisle. This waiver will not be injurious to the area involved, as traffic can still safely maneuver into and out of the parking spaces.

Waiver 2 Response: The request to allow a sidewalk along one side of the street where a sidewalk is required along both sides will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare. As previously stated, this waiver will allow for greater flexibility in site design and adequate pedestrian connectivity will be provided.

Waiver 3 Response: The request to allow a reduced side setback is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code, and will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare. The subject area of this request is specific to lot 52, which is along the northern portion of the site. It is screened by the adjacent northern property by a 10' landscape buffer and existing 6' concrete wall. The request also applies to lots 14 and 15, along the southern portion of the site, adjacent to the LWDD L-12 Canal. These lots are screened by a 10' landscape buffer with a 5' vinyl fence.

Waiver 4 Response: The request to allow a reduced lot size from the required minimum lot requirements is outside of the Applicant's control and will not affect the public health safety, and welfare.

2. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1 Response: The request to allow a reduced drive aisle width when adjacent to 90 degree parking results from innovative design in which other minimum standards are exceeded. The subject site is compliant with the required drive aisle width in all other areas.

Waiver 2 Response: The request to allow a sidewalk along one side of the street where a sidewalk is required along both sides will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare. As previously stated, this waiver will allow for greater flexibility in site design and adequate pedestrian continuity will be provided.

Waiver 3 Response: The request to allow a reduced side setback distance results from innovative design in which other minimum standards are exceeded. The areas of focus for the reduced side setback, currently propose landscaping above code requirements and provide an existing 6' concrete wall and 5' vinyl fence.

Waiver 4 Response: The request to allow a reduced lot size is not the result of innovative design. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

3. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1 Response: The granting of the waiver request related to reduced drive aisle width will result in the preservation of valuable natural resources. A narrower street width equates to less impervious area, as a result this will help preserve valuable natural resources.

Waiver 2 Response: The granting of the waiver request will result in the preservation of valuable natural resources, including drainage and recharge areas, and natural areas. As aforementioned, by negating the requirement for an extra sidewalk, this will allow for increased pervious areas throughout the subject site.

Waiver 3 Response: The reduced side setback will result in the preservation of valuable natural resources. This will be achieved, as the reduced setback will allow for greater design freedom and allow for more opportunity to preserve natural resources.

Waiver 4 Response: The request to allow a reduced lot size will not result in preservation of valuable natural resources. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

4. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Waiver 1 Response: The request will demonstrate public benefits such as desirable site design techniques. By allowing for a narrower drive aisle adjacent to parking spaces, there is room for more pervious area and potential open spaces. This will create a more desirable community for future residents.

Waiver 2 Response: The request will demonstrate public benefits such as extension of pedestrian linkages outside of the project boundaries. The subject site is located in an ideal area with close proximity (less than 300 feet) to the Lake Worth Road Corridor. The proposed sidewalk network will connect to the existing Davis Road sidewalk and allow walkability to the surrounding areas and services.

Waiver 3 Response: The waiver request will demonstrate public benefits such as desirable site design techniques and right-of-way dedication to the LWDD L-12 Canal. By allowing for a reduced side setback, the subject site will have more design freedoms to provide increased open space and additional drainage.

Waiver 4 Response: The request to allow a reduced lot size does not demonstrate public benefits to be derived. The lot is predisposed to be smaller than the required minimum and is outside of the control of the applicant.

5. *The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.*

Waiver 1 Response: The request will not jeopardize the screening of the subject site as it relates to a decreased drive aisle width in a specific portion of the site.

Waiver 2 Response: This waiver request is specific to the pedestrian sidewalks within the subject site and would not adversely impact adjacent properties. However, appropriate landscape buffering and screening is provided.

Waiver 3 Response: The waiver request will provide sufficient screening and buffering to screen adjacent uses from any adverse impacts created by the reduced side setback. This reduced setback is specific to two areas of the subject site, which propose landscaping above code requirements and provide an existing 6' concrete wall and 5' vinyl fence.

Waiver 4 Response: The waiver does not generate any adverse impacts related to adjacent properties, however, the Applicant will sufficiently screen and buffer the property.

6. *Economic issues may not be used to justify waivers.*

Waiver Response: Economic issues are not used as a justification for these requests.

7. *The request is compatible with existing and potential land uses adjacent to the development site.*

Response: The request is consistent with the existing and potential land uses adjacent to the development site. A majority of the surrounding uses are residential communities which either provide one sidewalk or no sidewalks. There is a sidewalk along Davis Road which the subject site's sidewalk system will connect to. Overall, a waiver request for a decreased street width, single sidewalk, reduced side setback, and minimum lot area will not generate compatibility issues.

8. *Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.*

Response: This criterion is not applicable as a waiver is not requested from the common amenity area requirements. The development proposal provides adequate community amenity area.

9. ***Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.***

Response: This criterion is not applicable as a waiver is not requested from the height limitation requirements. The development proposal is currently under the maximum height threshold of three stories or 35 feet.

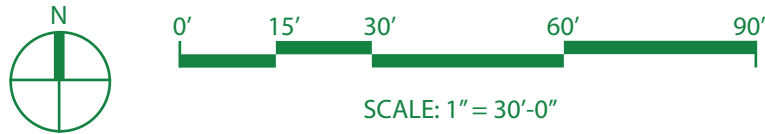
CONCLUSION

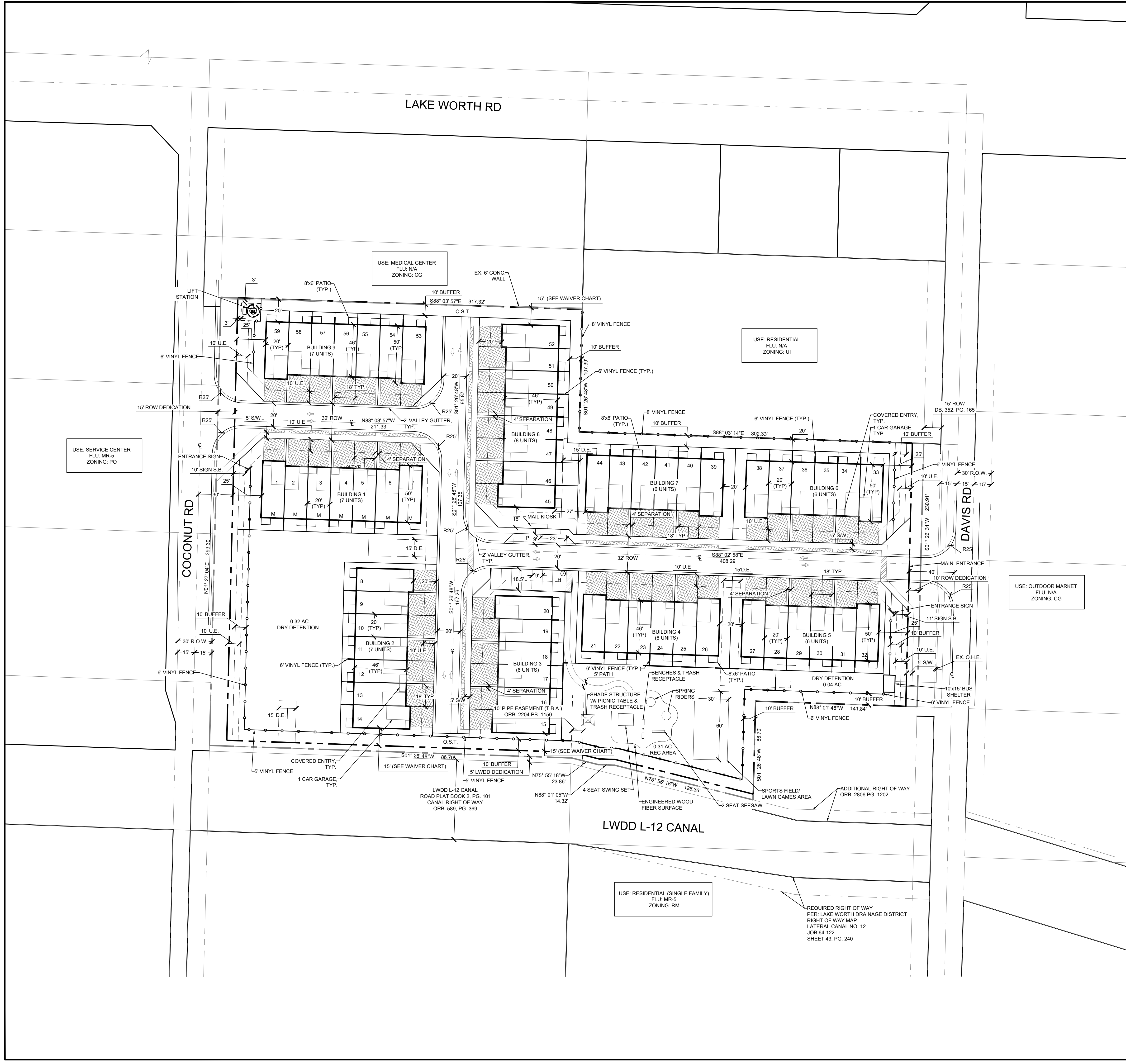
Based on the above justification and attached information, the petitioner respectfully requests approval of the Future Land Use Map Amendment, Rezoning, and Site Plan to allow a Residential Planned Development application for the subject site.



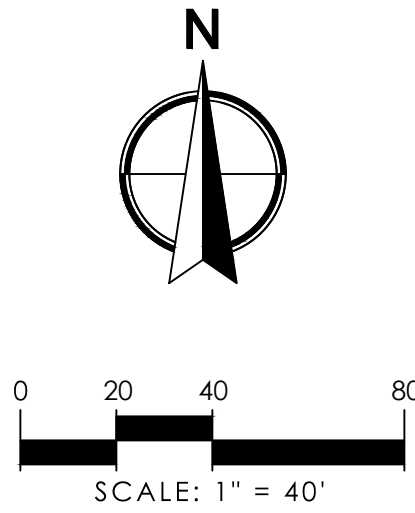
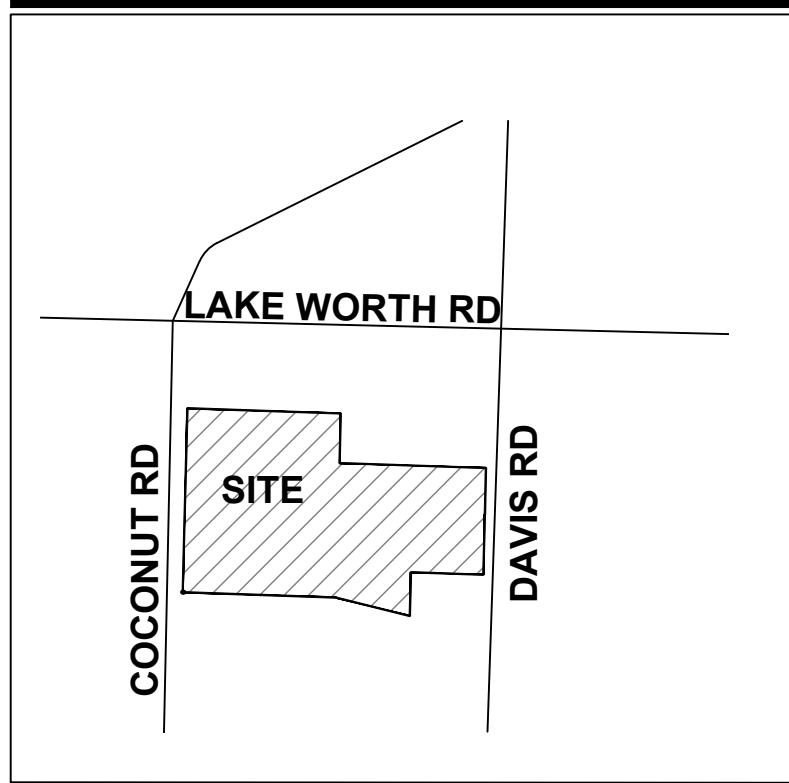
Fontana Townhomes

Site Plan Graphic





LOCATION MAP



SITE DATA

APPLICATION NAME	FONTANA TOWNHOMES
EXISTING LAND USE DESIGNATION (PBC)	UI
PROPOSED LAND USE DESIGNATION (VILLAGE)	HIGH DENSITY RESIDENTIAL
EXISTING ZONING DISTRICT (PBC)	UI
PROPOSED ZONING DISTRICT (VILLAGE)	RM/PUD
PCN	70-43-44-30-01-009-0040
	70-43-44-30-01-009-0030
EXISTING USE	SINGLE FAMILY/VACANT
PROPOSED USE	TOWNHOME RESIDENTIAL
GROSS SITE AREA	4.73 AC.
NET SITE AREA	4.48 AC.
TOTAL PROPOSED UNITS (TOWNHOME)	59 D.U.
GROSS DENSITY	12.5 D.U./AC.
OPEN SPACE REQUIRED	1.57 AC.(35%)*
OPEN SPACE PROVIDED	1.87 AC.(41%)
PROPOSED PERVIOUS	2.23 AC.(47.1%)
PROPOSED IMPERVIOUS	2.50 AC.(52.9%)
COMMON AMENITY REQUIRED/PROVIDED	0.31 AC.(20% OF OPEN SPACE)
DRY DETENTION AREA	0.36 AC.
TOTAL PARKING REQUIRED	185 SP.
RESIDENTIAL PARKING REQUIRED (2.5 SP/D.U.)	148 SP.
GUEST SPACES REQUIRED (25% OF REQ. SP.)	37 SP.
TOTAL PARKING PROVIDED	185 SP.
GARAGE SPACES	59 SP.
DRIVEWAY SPACES	118 SP.
GUEST SPACES	8 SP.
BUILDING HEIGHT	30' MAX
TRAFFIC ANALYSIS ZONE (TAZ)	362
*CALCULATION BASED ON NET SITE AREA	

PROPERTY DEVELOPMENT REGULATIONS (TOWNHOMES)

ZONING DISTRICT (RM)	MAX BLDG COVER	MIN. SETBACKS			
		FRONT	SIDE INT.	CORNER STREET	REAR
REQUIRED	40%	25'	20'	25'	20'
PROPOSED	24%	20'	15**	N/A	N/A

NOTE: PROPERTY DEVELOPMENT REGULATIONS TAKEN FROM PERIMETER OF DEVELOPMENT.
** SEE WAIVER CHART

WAIVER CHART

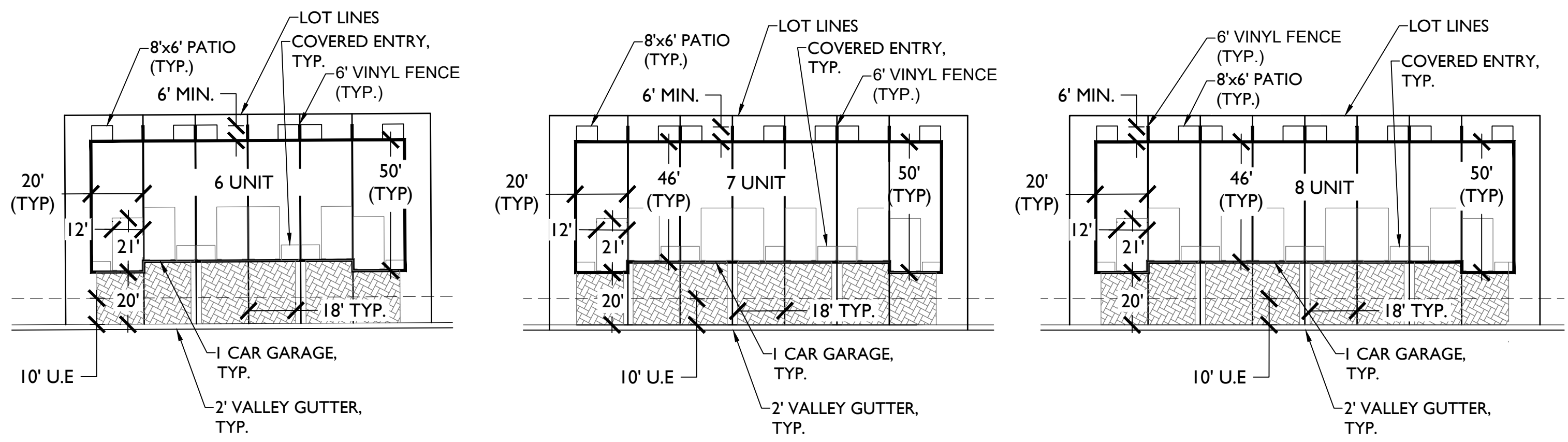
WAIVER SUBJECT	CODE SECTION	REQUIRED	PROPOSED	DEVIATION
PARKING DRIVE AISLE	34-1328	26'	20'	-6'
SIDEWALK	34-1063(a)(1)	SIDEWALK ON BOTH SIDES OF STREET	SIDEWALK ON ONE SIDE OF STREET	SINGLE SIDEWALK
SIDE SETBACK	34-1064(e)(1)(b)	20'	15'	-5'
MIN. LOT AREA	34-766(1)	547,000 SF / 12.55 AC.	205,881 SF / 4.73 AC.	341,119 SF / 7.83 AC.

LEGEND

- AC. = ACRES
- D.E. = DRAINAGE EASEMENT
- DRO = DEVELOPMENT REVIEW OFFICERS
- D.U. = DWELLING UNITS
- EX. = EXISTING
- FLU = FUTURE LAND USE
- M = MODEL UNIT
- O.H.E. = OVER-HANG EASEMENT
- O.R.B. = OFFICIAL RECORD BOOK
- O.S.T. = OPEN SPACE TRACT
- P = POSTAL DELIVERY PARKING
- P.B. = PLAT BOOK
- PDR = PROPERTY DEVELOPMENT REGULATIONS
- PG. = PAGE
- R = RADIUS
- R.O.W. = RIGHT-OF-WAY
- S.B. = SETBACK
- S/W = SIDEWALK
- S.F. = SQUARE FEET
- T.B.A. = TO BE ABANDONED
- TYP = TYPICAL
- TH = TOWNHOME
- U.E. = UTILITY EASEMENT

TYPICAL UNIT DETAILS

SCALE: NTS



ENTRANCE SIGN DETAIL

SCALE: NTS

SIGN REQUIREMENTS:

- MAXIMUM 8' SIGN HEIGHT.
- MAXIMUM 150' SQUARE FEET SIGN AREA.



OPEN SPACE PLAN EXHIBIT

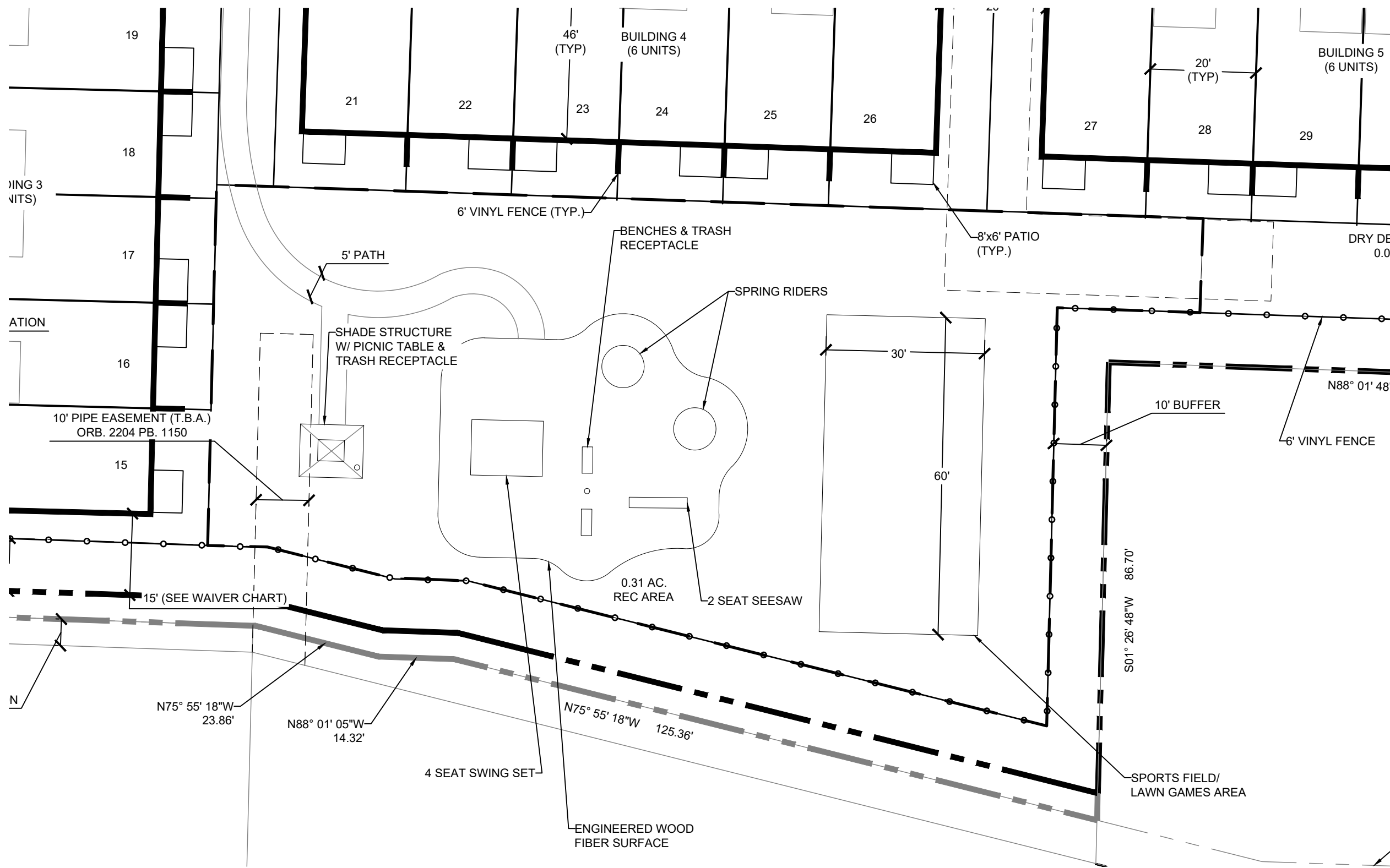
SCALE: NTS



REVISIONS				BY			
NO.	DATE	DESCRIPTION	CAD 540704-PL-SITEDWG	NO.	DATE	DESCRIPTION	CAD 540704-PL-SITEDWG
1	2020-10-07	INITIAL SUBMITTAL	JOB NO. 5407.01	1	2020-10-07	INITIAL SUBMITTAL	CB
2	2020-11-20	RESUBMITTAL	DRAWN BY R.C.	2	2020-11-20	RESUBMITTAL	CB
3	2020-12-21	RESUBMITTAL	CHECK BY J.P.	3	2020-12-21	RESUBMITTAL	CB
4	2020-12-21	RESUBMITTAL	DATE 8/27/2020	4	2020-12-21	RESUBMITTAL	CB
5	2020-12-24	RESUBMITTAL		5	2020-12-24	RESUBMITTAL	CB

REC. AREA DETAIL

SCALE: NTS



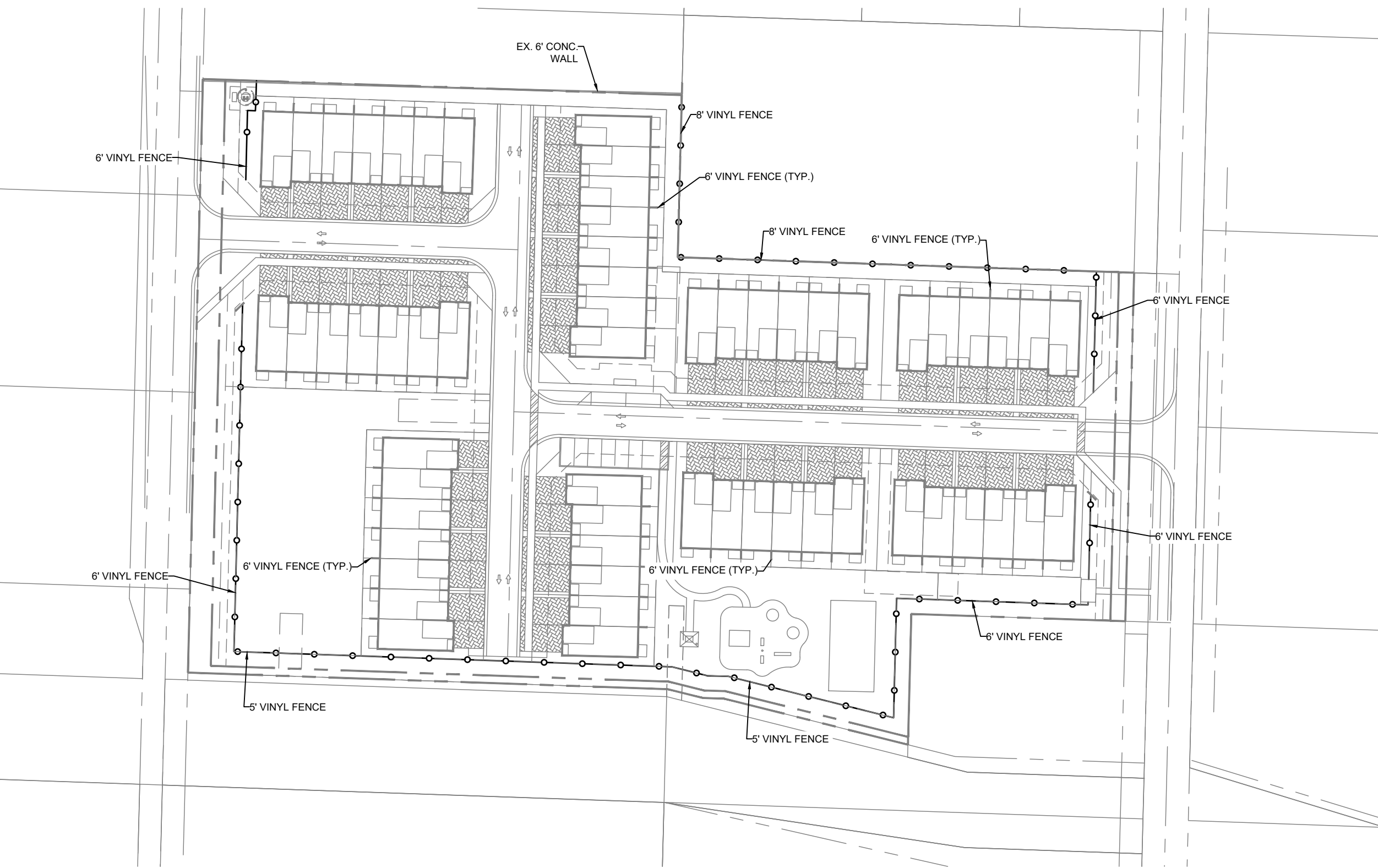
PERVIOUS / IMPERVIOUS PLAN EXHIBIT

SCALE: NTS



FENCE EXHIBIT DETAIL

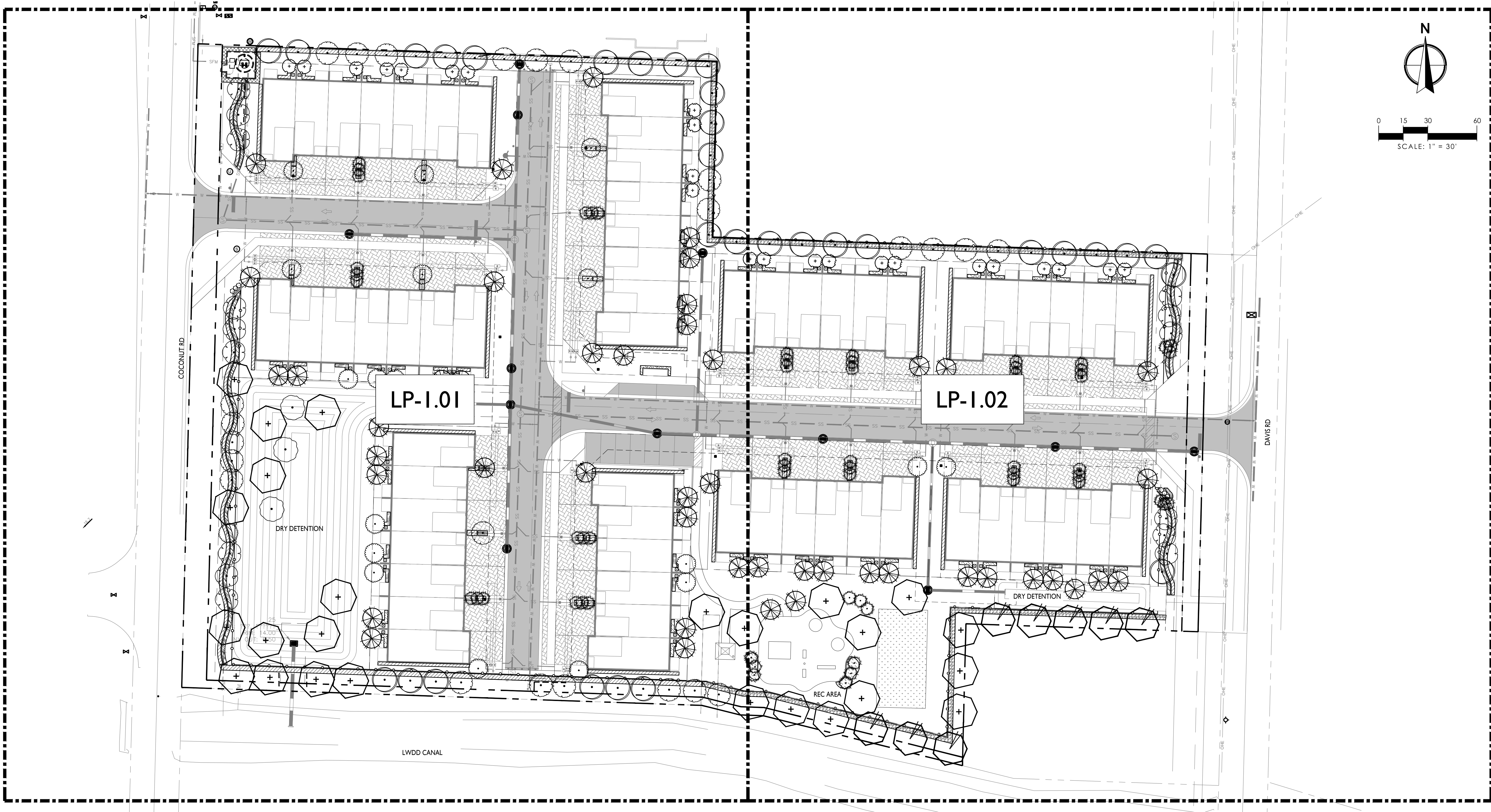
SCALE: NTS



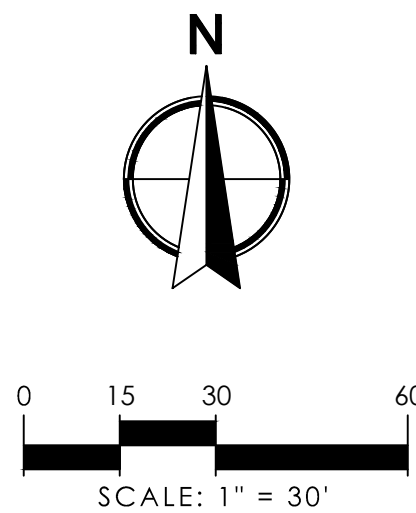
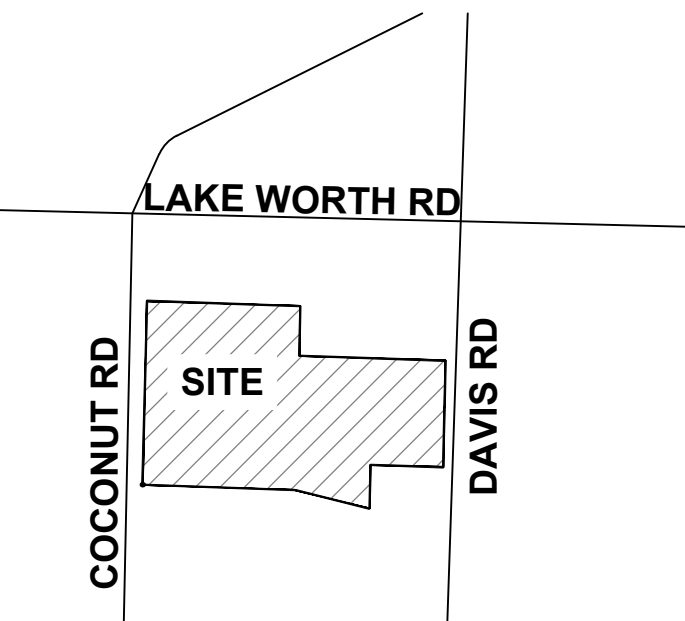
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3	2020-12-21	RESUBMITTAL	CB
4	2020-12-21	RESUBMITTAL	CB
5	2020-2-24	RESUBMITTAL	CB

CAD 540701-PL-SITEDWG	
JOB NO. 5407.01	
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CHECK BY J.P.	
DATE 8/27/2020	

Bryan Jackson C:\projects\palm_springs\lp.dwg per Project: 2/24/2021 5:08:02 PM Saved: 2/24/2021 3:32:58 PM



LOCATION MAP



DAVIS ROAD PROPERTY
PALM SPRINGS, FL

OVERALL LANDSCAPE PLAN

SHEET:
LP-1.00

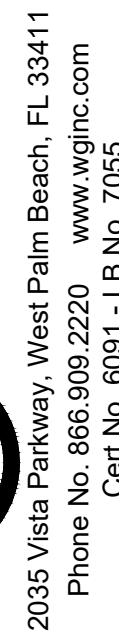
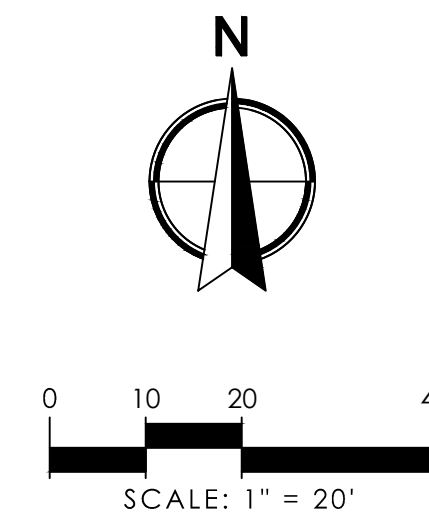
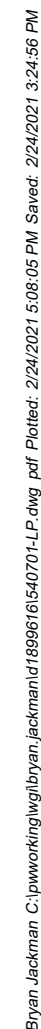
LANDSCAPE ARCHITECT OF RECORD
TIFFANY DELYNN MAY
FL# LA6667274

CAD 54070-LPDWG
JOB NO. 5407.01
DRAWN BY BULC/DN
CHECK BY TM
DATE 10/07/2020

NO.	DATE	DESCRIPTION	REVISIONS	BY
1	11-20-2020	RESUBMITTAL		BJ
2	12-21-2020	RESUBMITTAL		BJ
3	01-15-2021	RESUBMITTAL		BJ
4	02-24-2021	RESUBMITTAL		BJ



2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

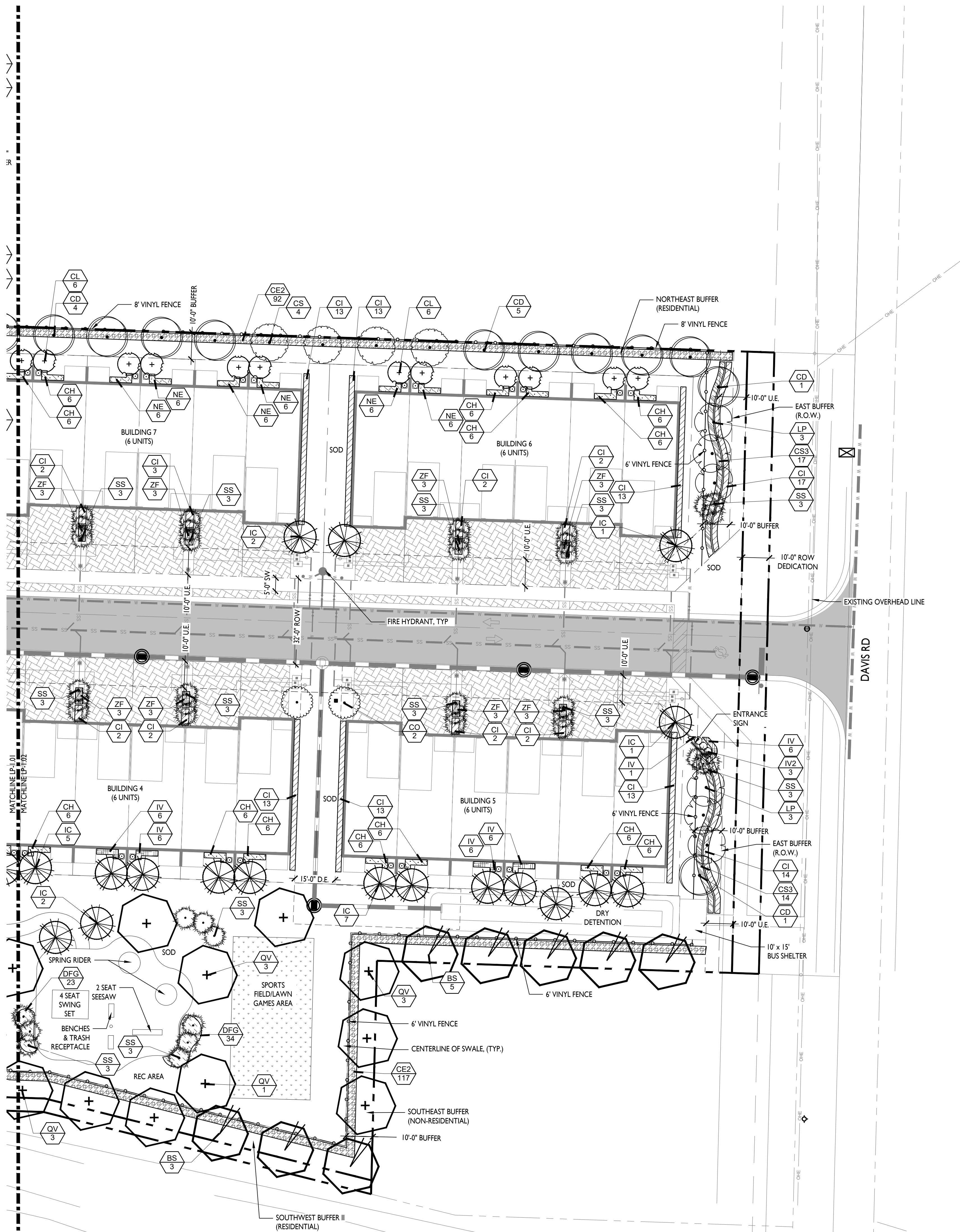
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FLORIDA ZOYSIAGRASS - ONLY TO BE USED IN SPORTS FIELD/LAWN
GAMES AREA. CONTRACTOR TO VERIFY QUANTITY IN FIELD.

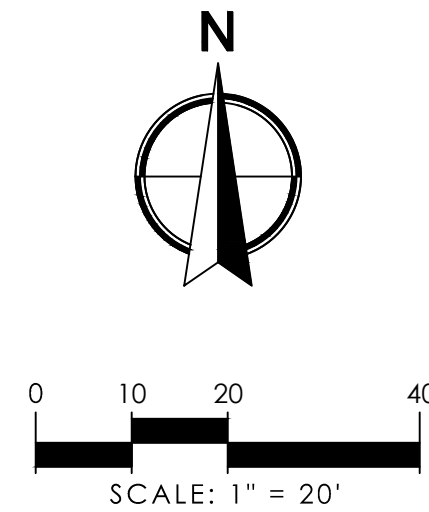
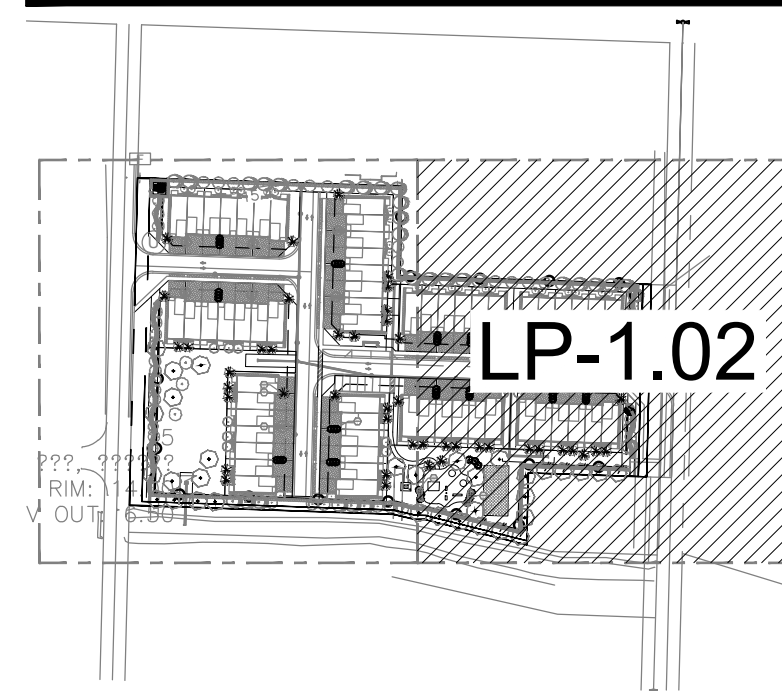
LANDSCAPE PLAN

SHEET:
LP-1.0

By: Ryan Jackson C:\projects\palm_springs\lp-1.02\lp-1.02.dwg Plot Date: 2/20/2021 5:08:07 PM Saved: 2/20/2021 3:52:56 PM



SHEET KEY MAP



LANDSCAPE REQUIREMENTS		
PALM SPRINGS, FLORIDA		
PERIMETER LANDSCAPING	REQUIRED	PROVIDED
LOCAL/ PRIVATE R.O.W. BUFFER		
CATEGORY 6 STANDARD - 10' BUFFER 1 CANOPY TREE PER 20 LINEAR FEET AND A MEANDERING 3' HEDGE WITH 2 TIERS	WEST BUFFER 360 LF / 20' = 18 TREES AND A MEANDERING 3' HEDGE WITH 2 TIERS EAST BUFFER 200 LF / 20' = 10 TREES AND A MEANDERING 3' HEDGE WITH 2 TIERS	WEST BUFFER 18 TREES AND A MEANDERING 3' HEDGE WITH 2 TIERS EAST BUFFER 10 TREES AND 6 PALMS @ 3:1 AND A MEANDERING 3' HEDGE WITH 2 TIERS
RESIDENTIAL BUFFER		
CATEGORY 2 STANDARD - 10' BUFFER 1 CANOPY TREE PER 20 LINEAR FEET WALL/FENCE AND 4' HEDGE AT TIME OF PLANTING	NORTHEAST BUFFER 410 LF / 20' = 21 TREES SOUTHWEST BUFFER II 160 LF / 20' = 8 TREES	NORTHEAST BUFFER 21 TREES AND 4' HEDGE AT TIME OF PLANTING* SOUTHWEST BUFFER II 8 TREES AND 4' HEDGE AT TIME OF PLANTING* *WALL/FENCE IS NOT DEEMED NECESSARY FOR THESE SMALL PORTIONS OF THE SITE
NONRESIDENTIAL BUFFER		
NON-VEHICULAR USE AREAS - PERIMETER LANDSCAPING ALONG BOUNDARY 1 TREE PER 25 LF	NORTHWEST BUFFER 317 LF / 25' = 13 TREES SOUTHWEST BUFFER I 317 LF / 25' = 13 TREES SOUTHEAST BUFFER 225 LF / 25' = 9 TREES	NORTHWEST BUFFER 14 TREES SOUTHWEST BUFFER I 14 TREES SOUTHEAST BUFFER 8 TREES
INTERIOR LANDSCAPING	REQUIRED	PROVIDED
FOUNDATION PLANTING		
AT LEAST 1 TREE OR CLUSTER OF 3 PALMS SHALL BE INSTALLED FOR EACH 30 LF OF BUILDING FACADE FACING A STREET	6 UNIT BUILDING 120 LF / 30' = 4 TREES AT STREET FACADE FOR EACH BUILDING 7 UNIT BUILDING 140 LF / 30' = 5 TREES AT STREET FACADE FOR EACH BUILDING 8 UNIT BUILDING 160 LF / 30' = 6 TREES AT STREET FACADE FOR EACH BUILDING	6 UNIT BUILDING 4 TREES FOR EACH BUILDING (2 TREES AND 6 PALMS @ 3:1) 7 UNIT BUILDING MIN. 5 TREES FOR EACH BUILDING (4 TREES AND 3 PALMS @ 3:1) 8 UNIT BUILDING 6 TREES FOR EACH BUILDING (5 TREES AND 3 PALMS @ 3:1)
RESIDENTIAL PARCEL - TREE PLANTING		
1 TREE PLANTED FOR EVERY 2,500 SF OF A PARCEL USED FOR NON RESIDENTIAL PURPOSES	6 UNIT BUILDING 11,300 SF / 1,500 SF = 8 TREES FOR EACH BUILDING 7 UNIT BUILDING 12,540 SF / 1,500 SF = 9 TREES FOR EACH BUILDING 8 UNIT BUILDING 14,715 SF / 1,500 SF = 10 TREES FOR EACH BUILDING	6 UNIT BUILDING 10 TREES FOR EACH BUILDING (8 TREES AND 6 PALMS @ 3:1) 7 UNIT BUILDING 12 TREES FOR EACH BUILDING (11 TREES AND 3 PALMS @ 3:1) 8 UNIT BUILDING 14 TREES FOR EACH BUILDING (13 TREES AND 3 PALMS @ 3:1)
NON-RESIDENTIAL PARCEL - TREE PLANTING		
1 TREE PLANTED FOR EVERY 2,500 SF OF A PARCEL USED FOR NON RESIDENTIAL PURPOSES	WEST DETENTION AREA 19,141 SF / 2,500 SF = 8 TREES REC AREA 14,175 SF / 2,500 SF = 6 TREES EAST DRY DETENTION AREA 1,961 SF / 2,500 SF = 1 TREE	WEST DETENTION AREA 9 TREES REC AREA 11 TREES (8 TREES AND 9 PALMS @ 3:1) EAST DETENTION AREA 1 TREE

PLANT SCHEDULE OVERALL

TREES	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
BS	8	Gumbo Limbo	Bursera simaruba	YES	12' HT X 5' SPRD, MIN 2" CAL
CL	23	Spiny Fiddlewood	Citharexylum spinosum	YES	12' HT X 5' SPRD, 2" CAL, 5' CT
CD	31	Pigeon Plum	Coccoloba diversifolia	YES	12' HT X 5' SPRD, MIN 2" CAL
CE	3	Green Buttonwood	Conocarpus erectus	YES	12' HT X 5' SPRD, MIN 2" CAL
CS	24	Silver Buttonwood	Conocarpus erectus sericeus	YES	12' HT X 5' SPRD, MIN 2" CAL
CO	19	Orange Geiger Tree	Cordia sebestena	YES	12' HT X 5' SPRD, MIN 2" CAL
IC	47	Dahoon Holly	Ilex cassine	YES	12' HT X 5' SPRD, MIN 2" CAL
LP	15	Crape Myrtle	Lagerstroemia indica	NO	12' HT X 5' SPRD, MIN 2" CAL
QV	25	Southern Live Oak	Quercus virginiana	YES	12' HT X 5' SPRD, MIN 2" CAL
PALMS	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
SS	57	Cabbage Palmetto	Sabal palmetto	YES	12' - 16' OAH, STAGGERED, BOOTED
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
IV2	6	Schilling's Dwarf Holly	Ilex vomitoria 'Schilling's Dwarf'	YES	36" HT X 36" SPRD, MOUNDS
SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
CI	587	Cocoplum	Chrysobalanus icaco	YES	36" HT X 36" SPRD @ 36" O.C.
CH	143	Horizontal Cocoplum	Chrysobalanus icaco 'Horizontalis'	YES	18" HT X 18" SPRD @ 24" O.C.
CRN	16	Dwarf Clusia	Clusia fluminensis	YES	18" HT X 18" SPRD @ 24" O.C.
CE2	265	Green Buttonwood	Conocarpus erectus	NO	48" HT X 48" SPRD, @ 36" O.C.
CS3	99	Silver Buttonwood	Conocarpus erectus 'Sericeus'	YES	48" HT X 36" SPRD @ 36" O.C.
FG	3	Green Island Ficus	Ficus microcapra 'Green Island'	NO	24" HT X 24" SPRD @ 24" O.C.
IV	103	Schilling's Dwarf Holly	Ilex vomitoria 'Schilling's Dwarf'	YES	24" HT X 24" SPRD, @ 24" O.C.
IR	19	Red Dwarf Ixora	Ixora chinensis 'Red Dwarf'	NO	24" HT X 24" SPRD, @ 30" O.C.
NE	54	Boston Fern	Nephrolepis exaltata	YES	18" HT. X 18" SPRD., @ 24" O.C.
PM	46	Podocarpus	Podocarpus macrophyllus	NO	4' HT, FULL TO BASE, @ 24" O.C.
SJ	55	Native Porterweed	Stachytarpheta jamaicensis	YES	10" HT X 10" SPRD, @ 24" O.C.
ZF	30	Coontie Palm	Zamia floridana	YES	24" HT X 24" SPRD, @ 30" O.C.
GROUND COVERS	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
PO	150	Baby Rubber Plant	Florida Peperomia obtusifolia	YES	8" HT X 6" SPRD @ 6" O.C.
DFG	57	Dwarf Fakahatchee Grass	Tripsacum floridanum	YES	18" HT. X 18" SPRD., @ 24" O.C.

FLORIDA ZOYSIAGRASS - ONLY TO BE USED IN SPORTS FIELD/LAWN GAMES AREA. CONTRACTOR TO VERIFY QUANTITY IN FIELD.



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Cert No. 6091 - LB No. 7055

NO.	DATE	DESCRIPTION	BY
1	11-20-2020	RESUBMITTAL	BU
2	12-21-2020	RESUBMITTAL	BU
3	01-15-2021	RESUBMITTAL	BU
4	02-24-2021	RESUBMITTAL	BU

CAD 54070-LP.DWG

JOB NO. 5407.01

DRAWN BY BUL/CIN

CHECK BY TM

DATE 10/07/2020

LANDSCAPE ARCHITECT OF RECORD
TIFFANY DELYNN MAY
FL# LA6667274

DAVIS ROAD PROPERTY
PALM SPRINGS, FL

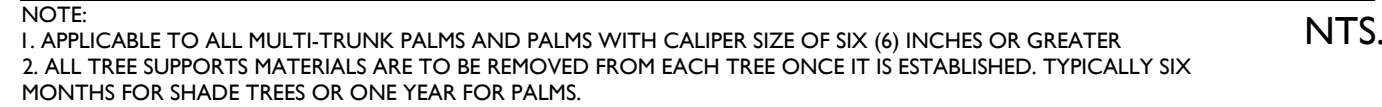
LANDSCAPE PLAN

SHEET:
LP-1.02

NOTE:

1. APPLICABLE TO ALL PALMS WITH CALIPER SIZE OF LESS THAN SIX (6) INCHES.
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.

NTS.



1" OF SHREDDED MELALEUCA MULCH
PLACED BETWEEN PLANTS ABOVE EXISTING SOIL LEVEL.



NOTE: 1. THIS DETAIL APPLIES TO ALL TREES THAT
WILL BE PRESERVED IN PLACE OR BE RELOCATED.

NTS.



1. STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES AND ETC.
2. CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, REPLACEMENT, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
3. TREE SPACING OR SPACING PLAN FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THE PLANS ARE ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES, LAKE MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
4. ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8' ABOVE THE PAVEMENT.
5. ALL UTILITY BOXES AND STRUCTURES TO BE COVERED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
6. IRRIGATION IS REQUIRED PROVIDING 100% PROTECTION SHALL BE SCREENED WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAIN SENSOR MUST BE INCLUDED.
7. ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHT'S (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
8. IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLANT LIST.
9. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
10. REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
11. RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
12. ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.

2035 Vista Parkway, West Palm Beach, FL 33411
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LANDSCAPE ARCHITECT OF RECORD
TIFFANY DELYNN MAY
FL# LA6667274

DAVIS ROAD PROPERTY
PALM SPRINGS, FL

LANDSCAPE DETAILS

SHEET:
LP-5.00



T163

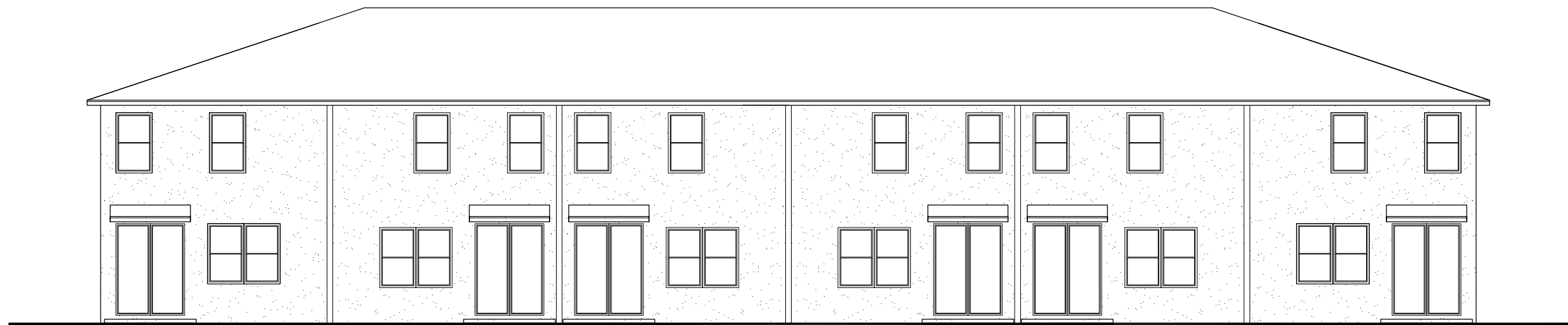
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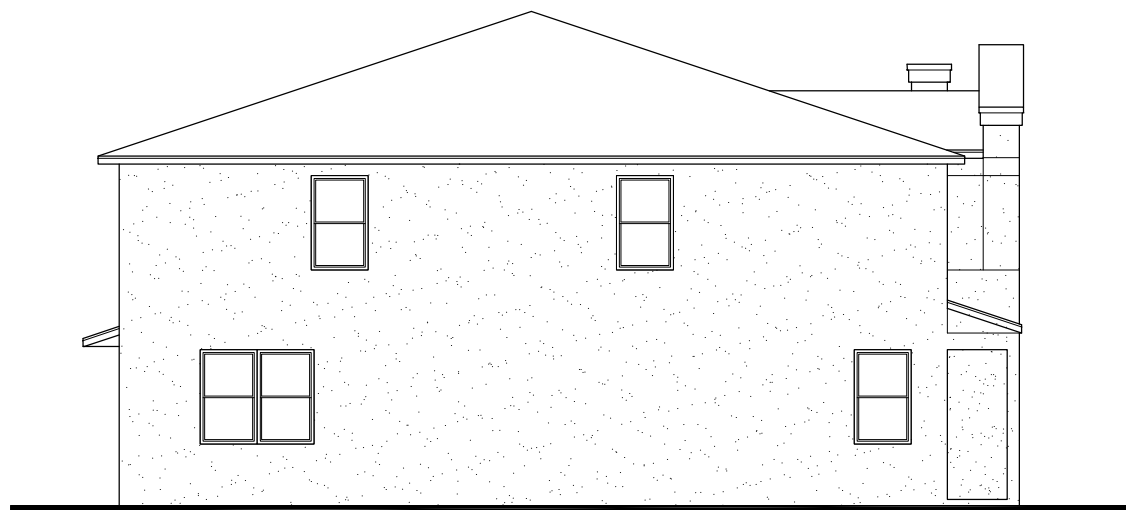
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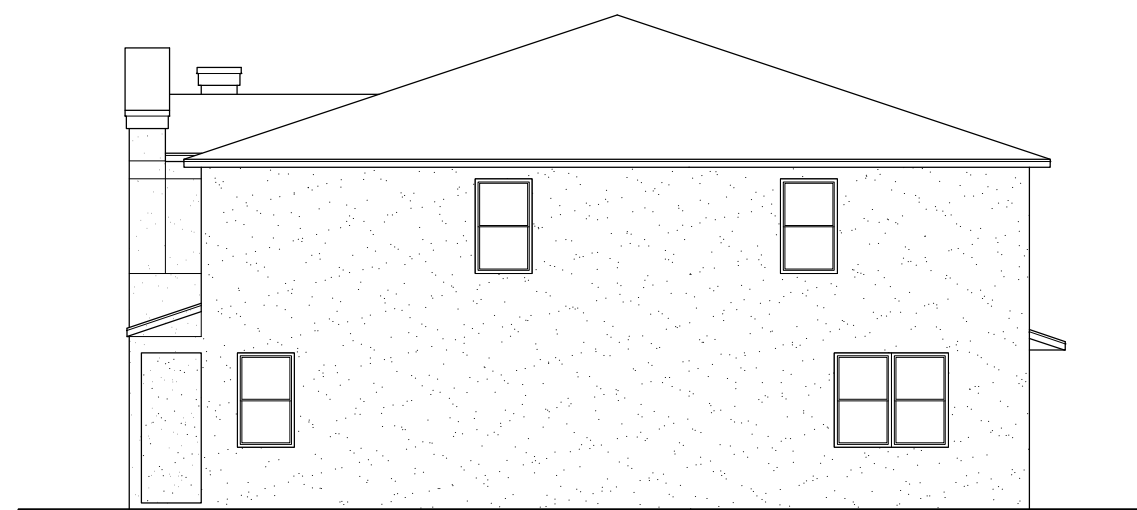
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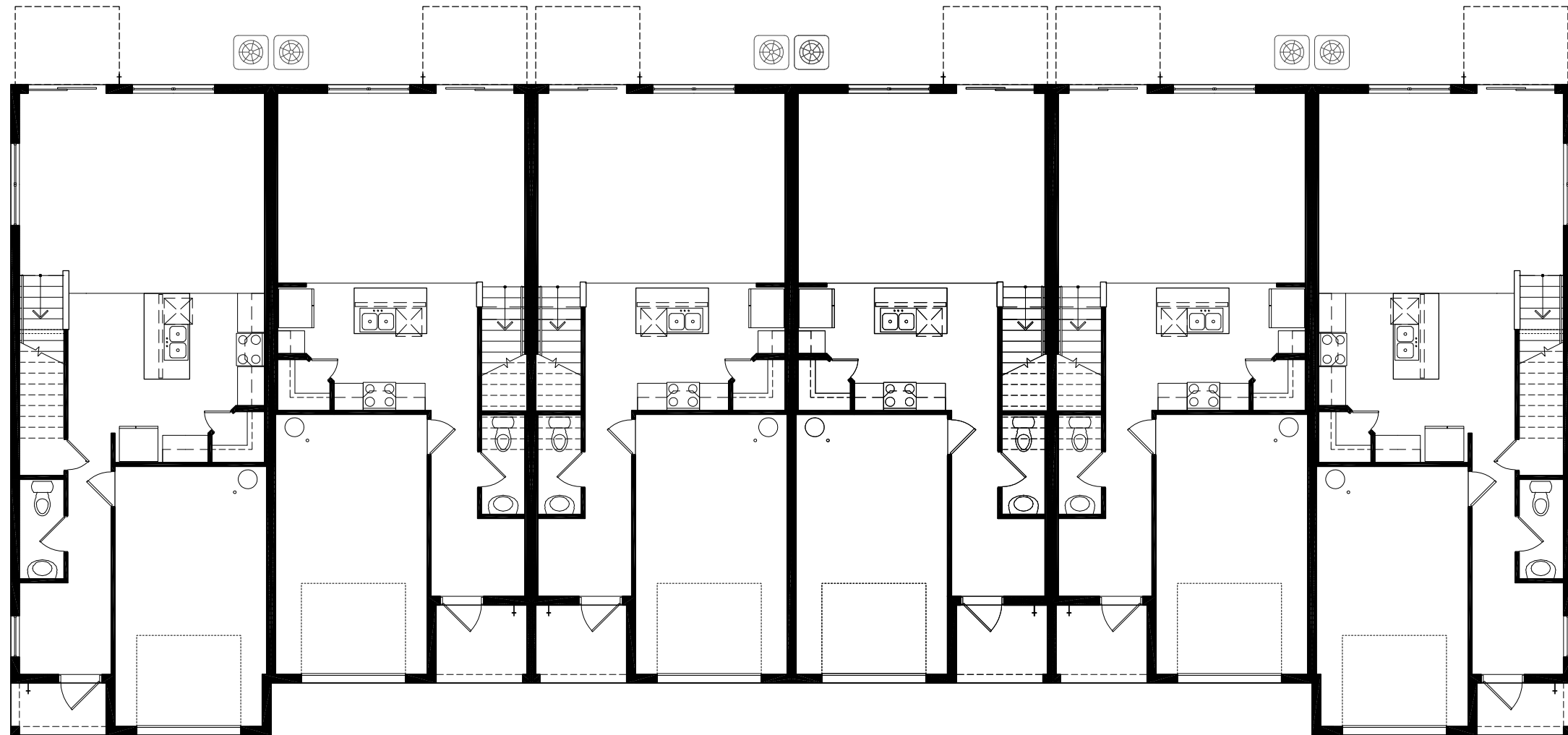
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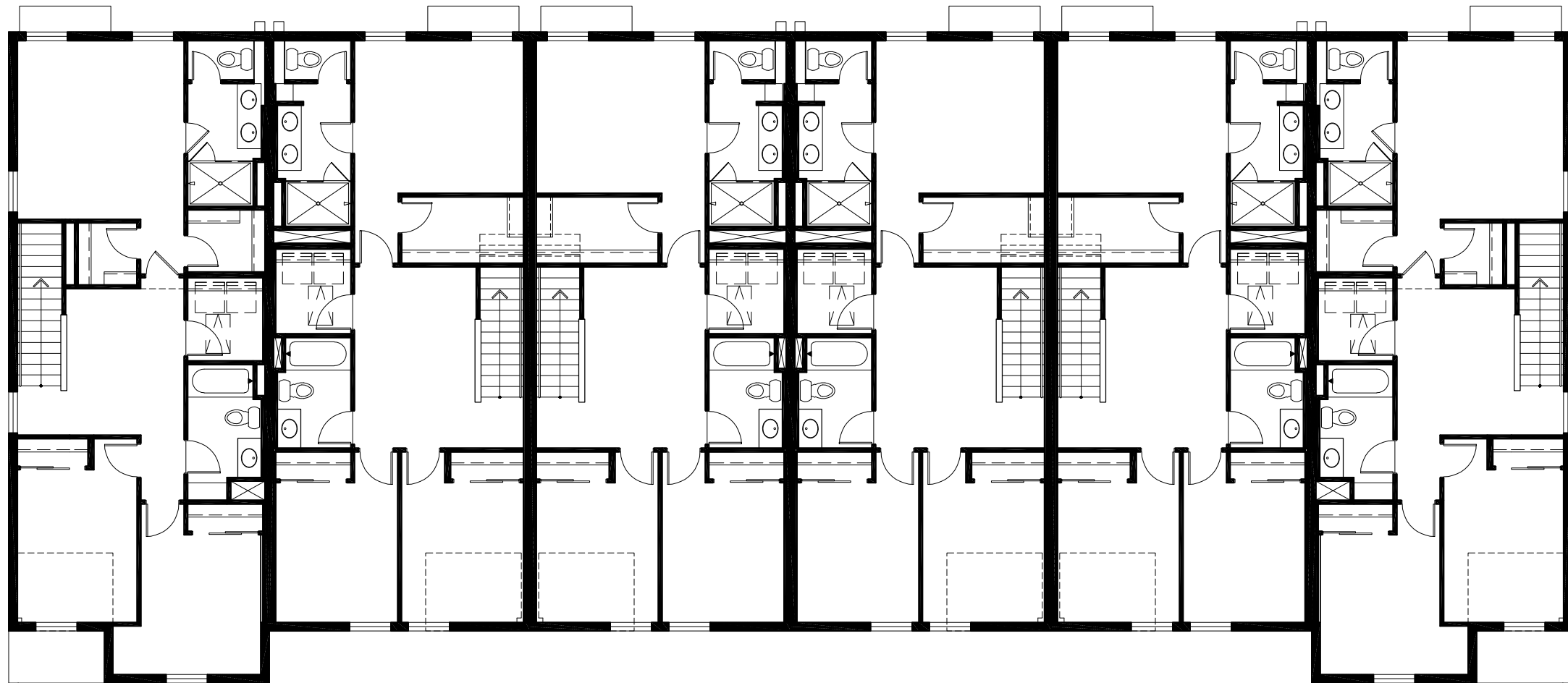
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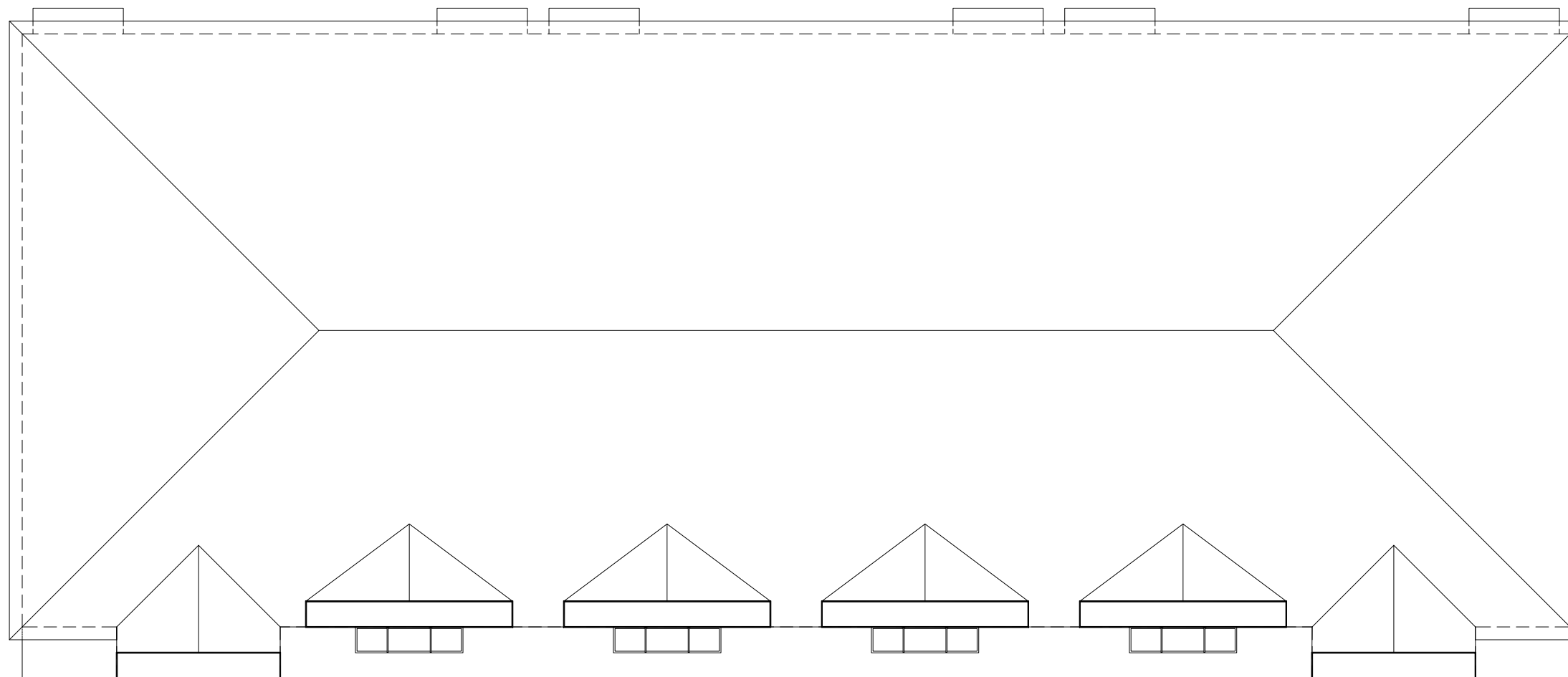
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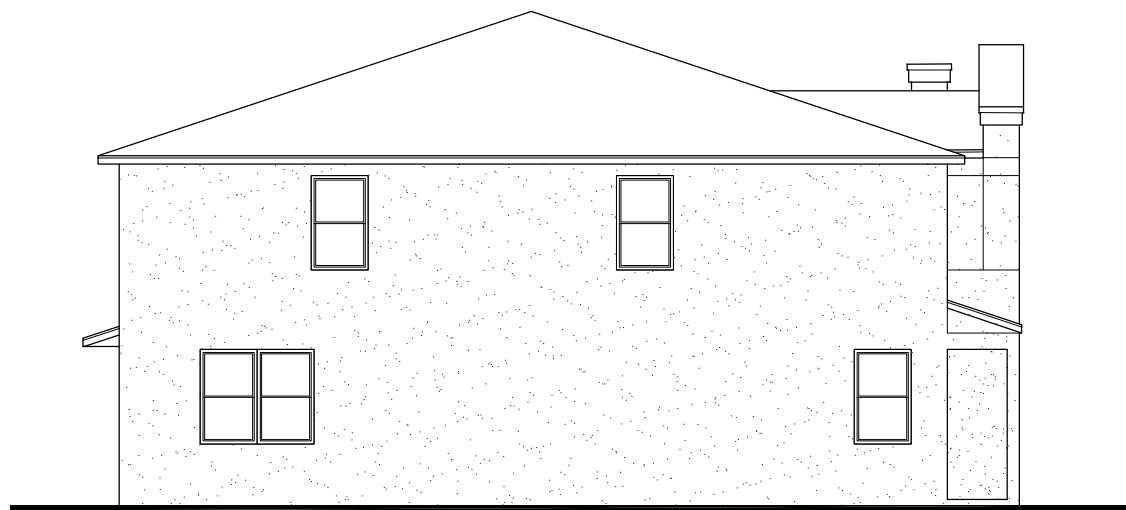
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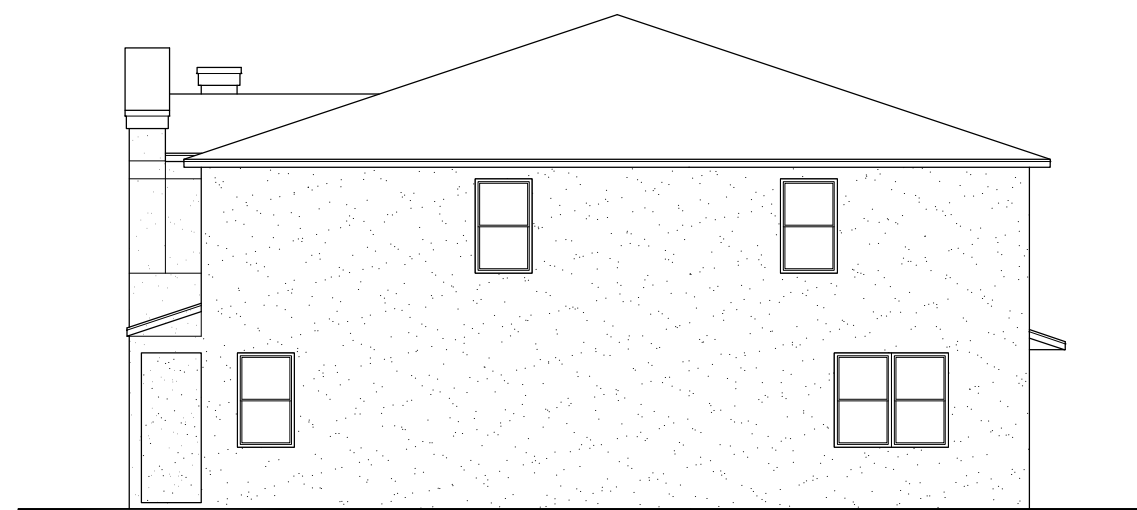
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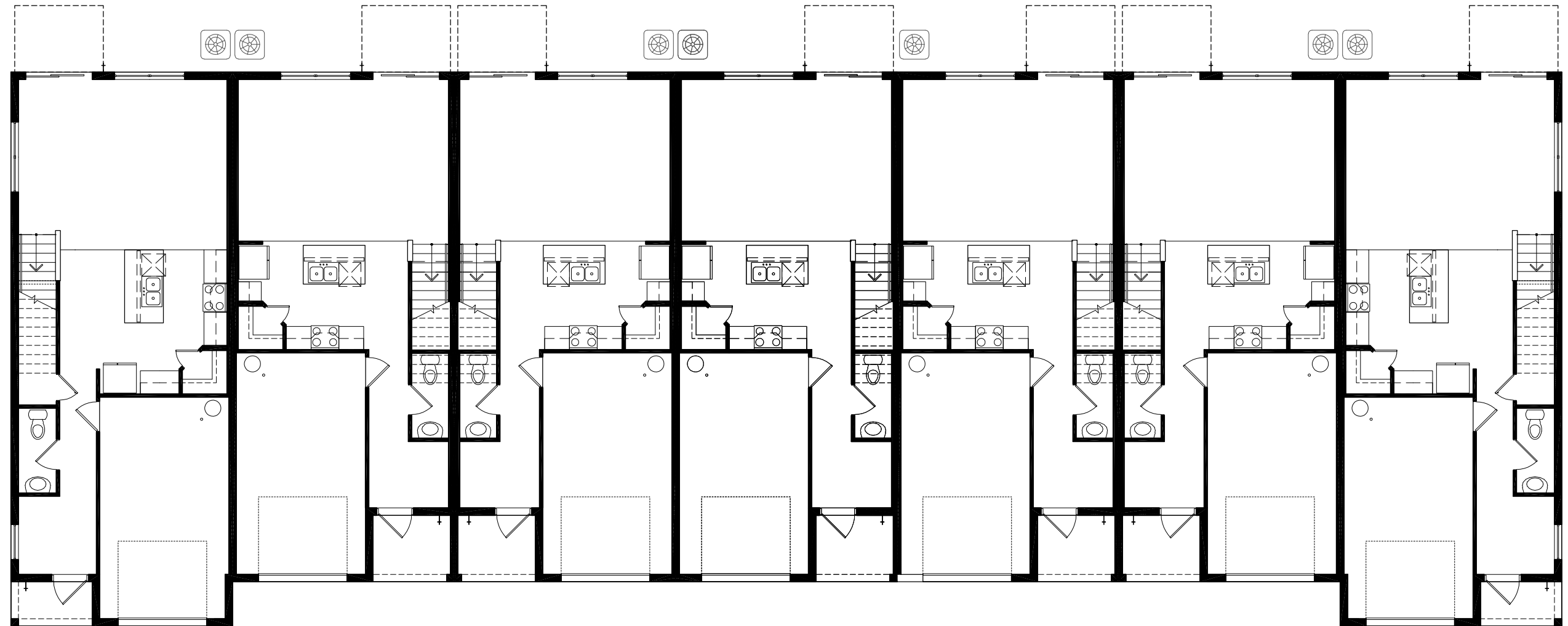
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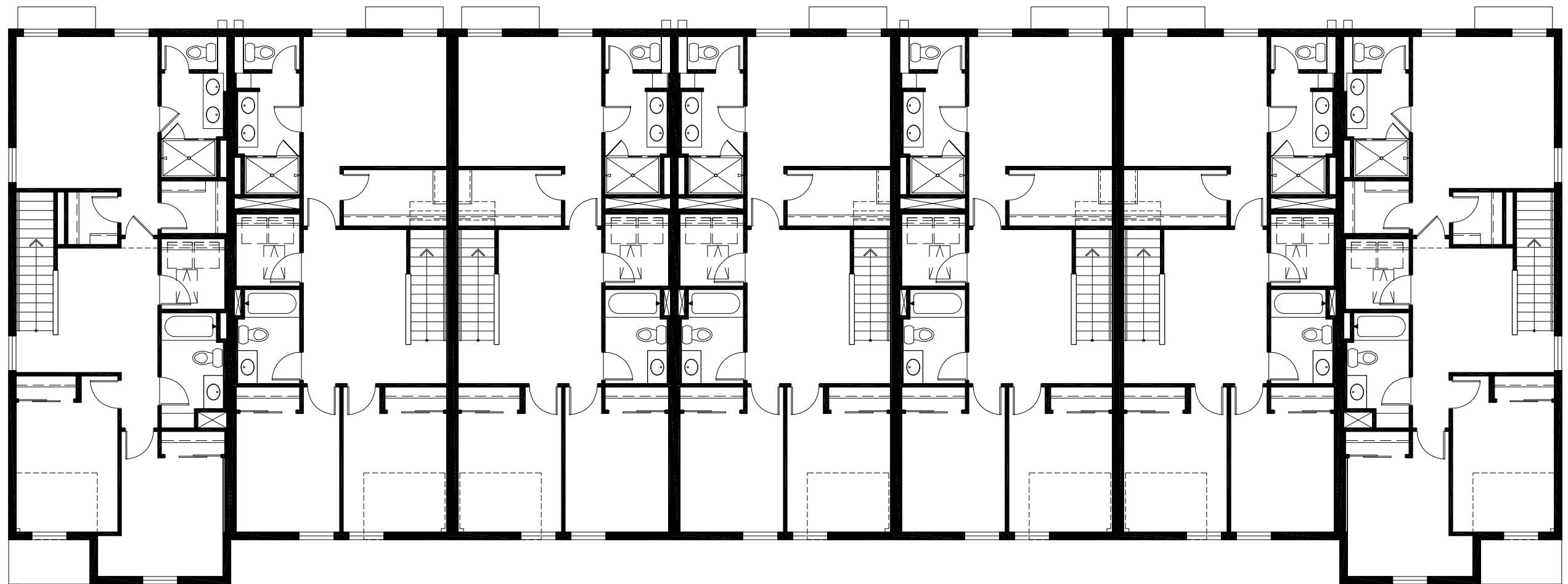
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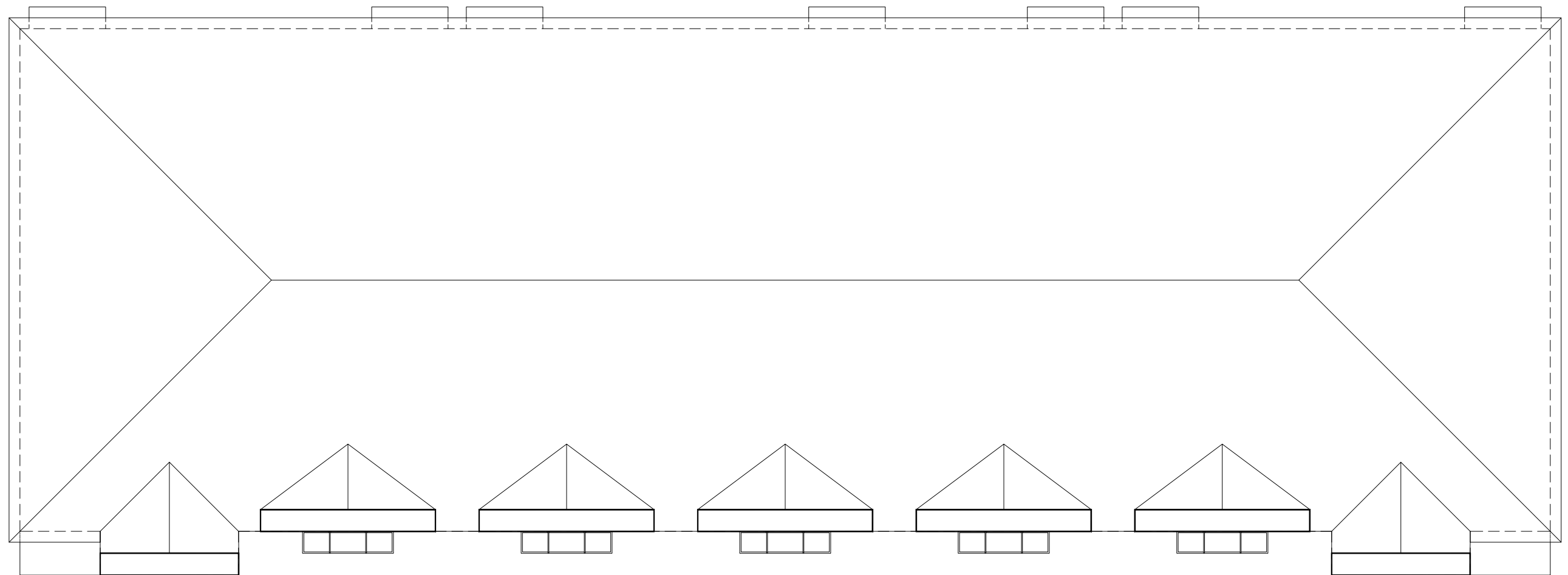
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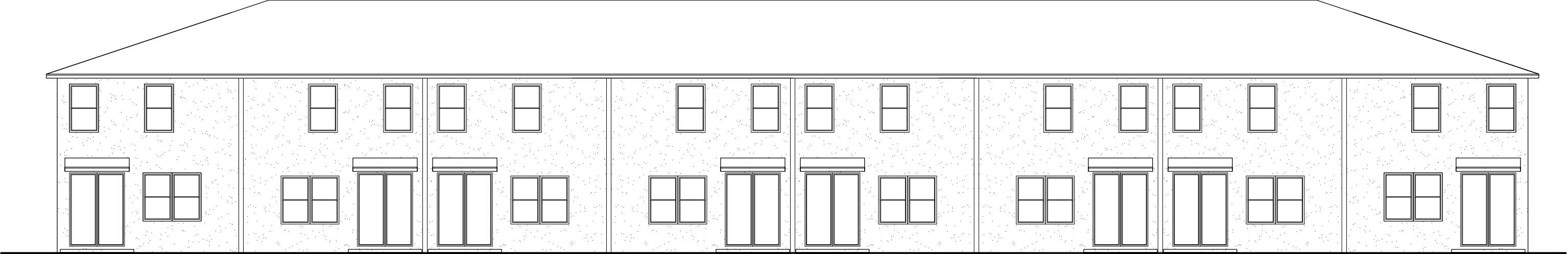
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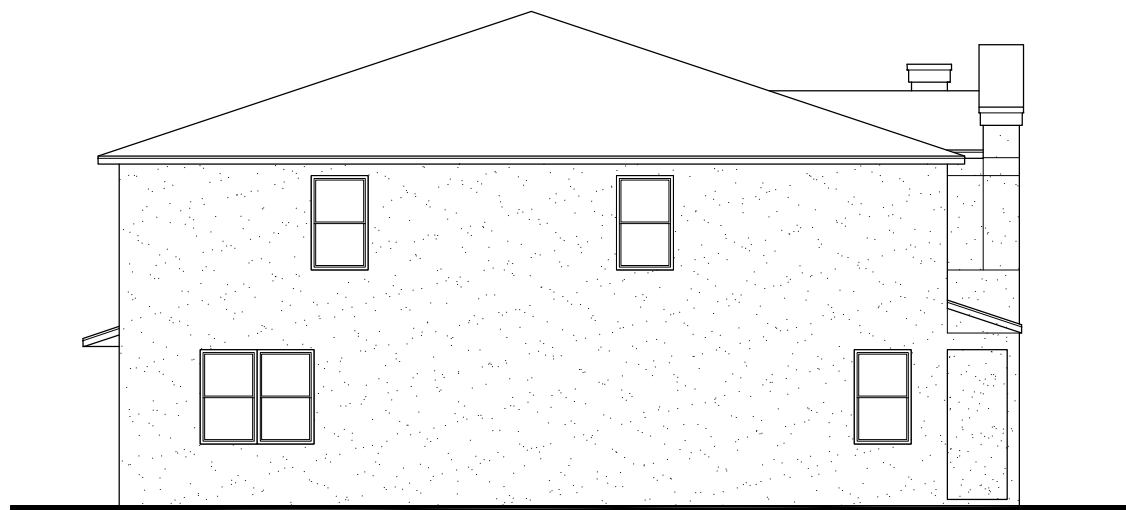
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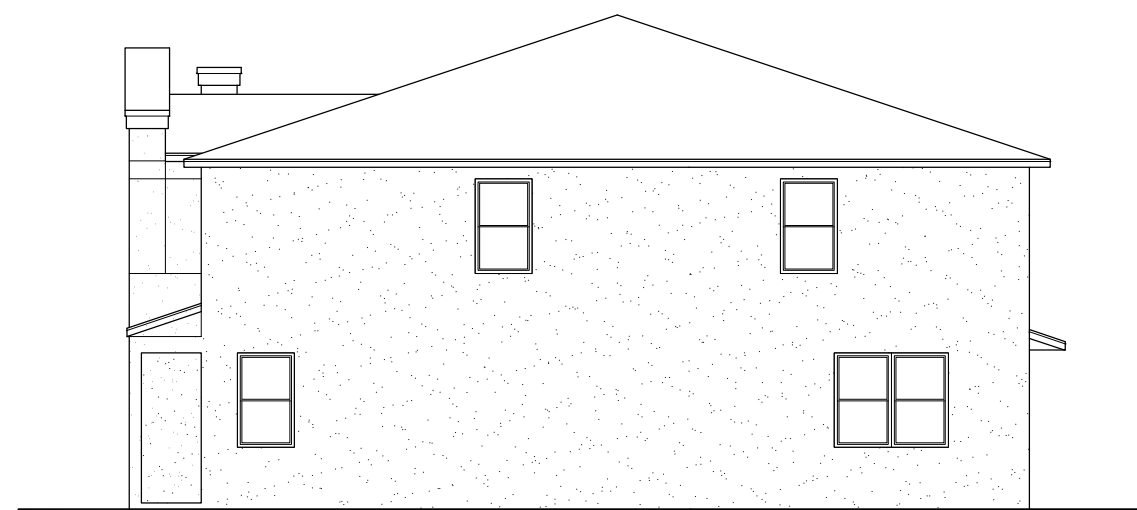
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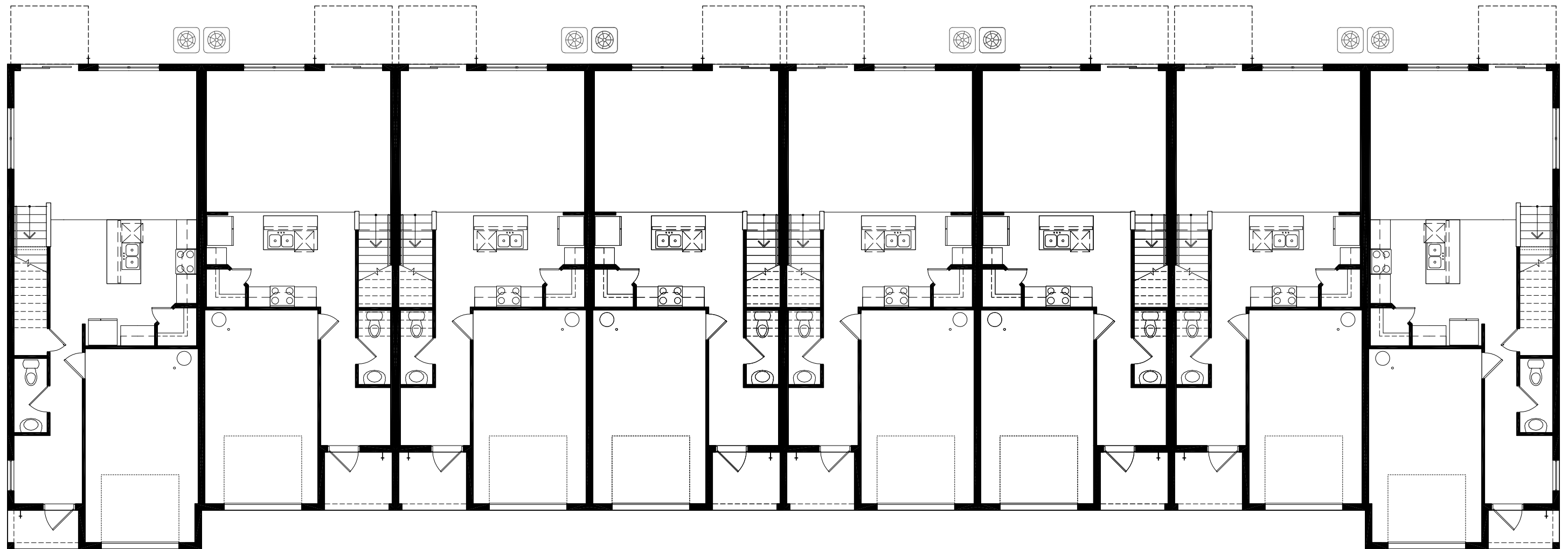
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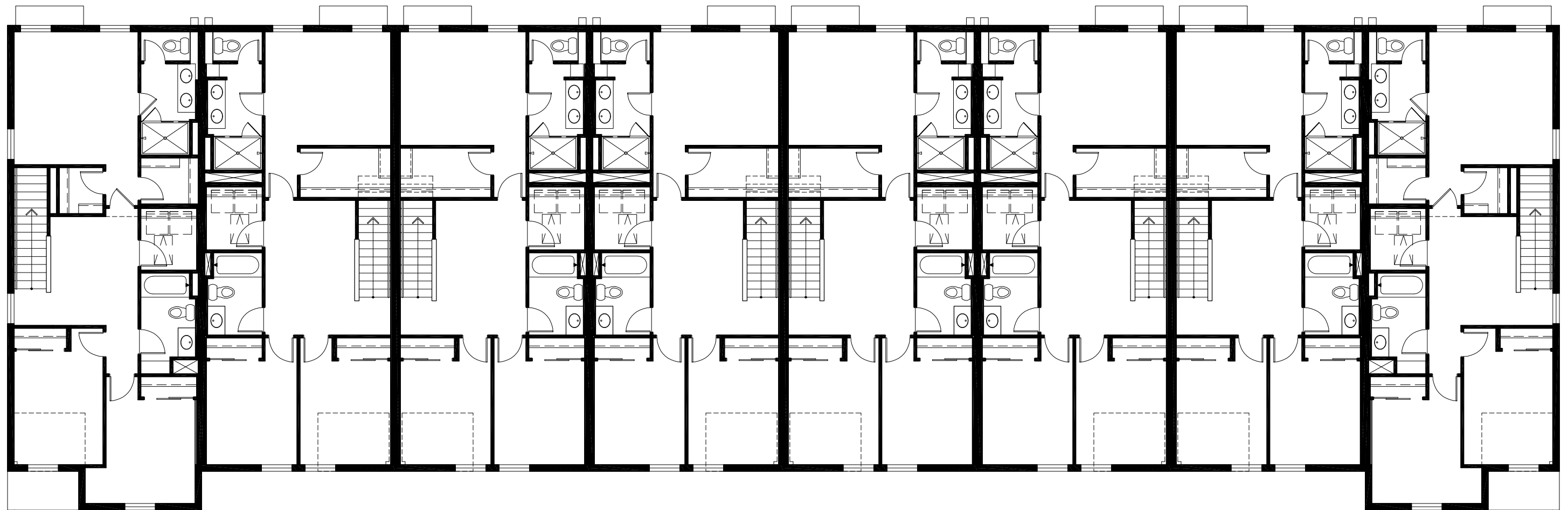
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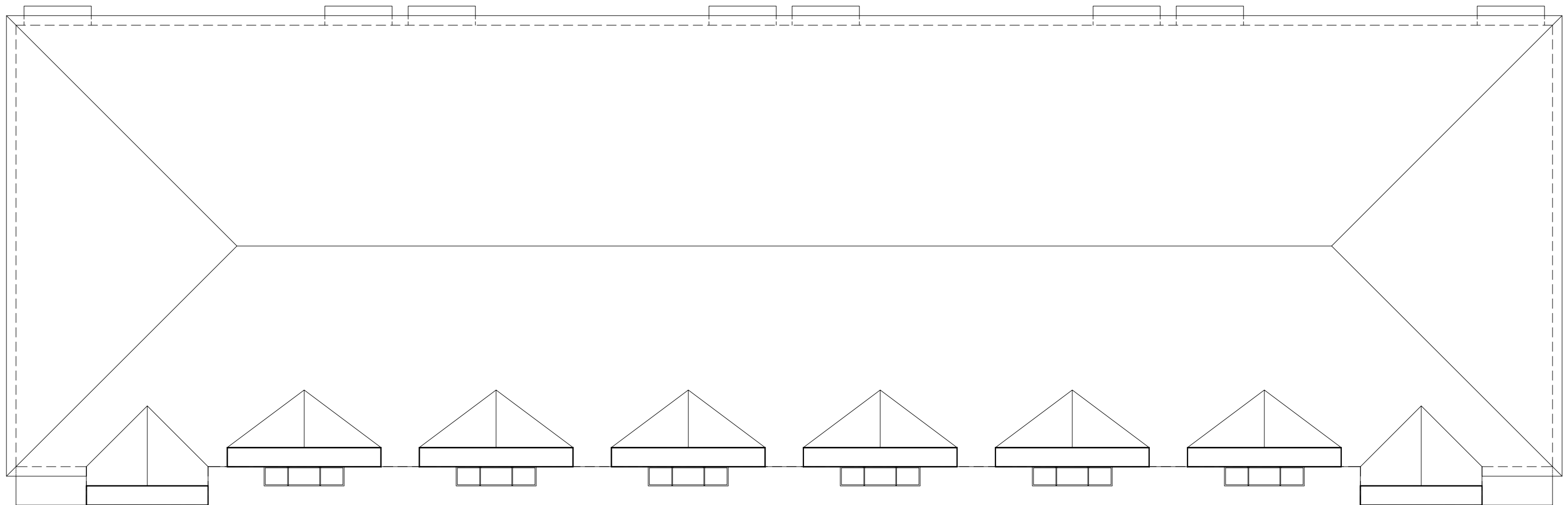
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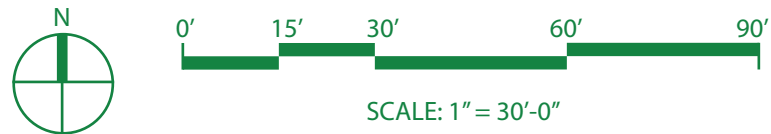
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T163



SCHEME 1 of 3

**DRIFT OF
MIST
SW 9166**

**ALPACA
SW 7022**

**IRON ORE
SW 7069**

**EXTRA
WHITE
SW 7006**

ACTUAL COLOR MAY VARY FROM ON-SCREEN PRESENTATION

SCHEME 2 of 3

**DRIFT OF
MIST
SW 9166**

**IRON ORE
SW 7069**

**PASSIVE
SW 7064**

**EXTRA
WHITE
SW 7006**



ACTUAL COLOR MAY VARY FROM ON-SCREEN PRESENTATION

SCHEME 3 of 3

**DRIFT OF
MIST
SW 9166**

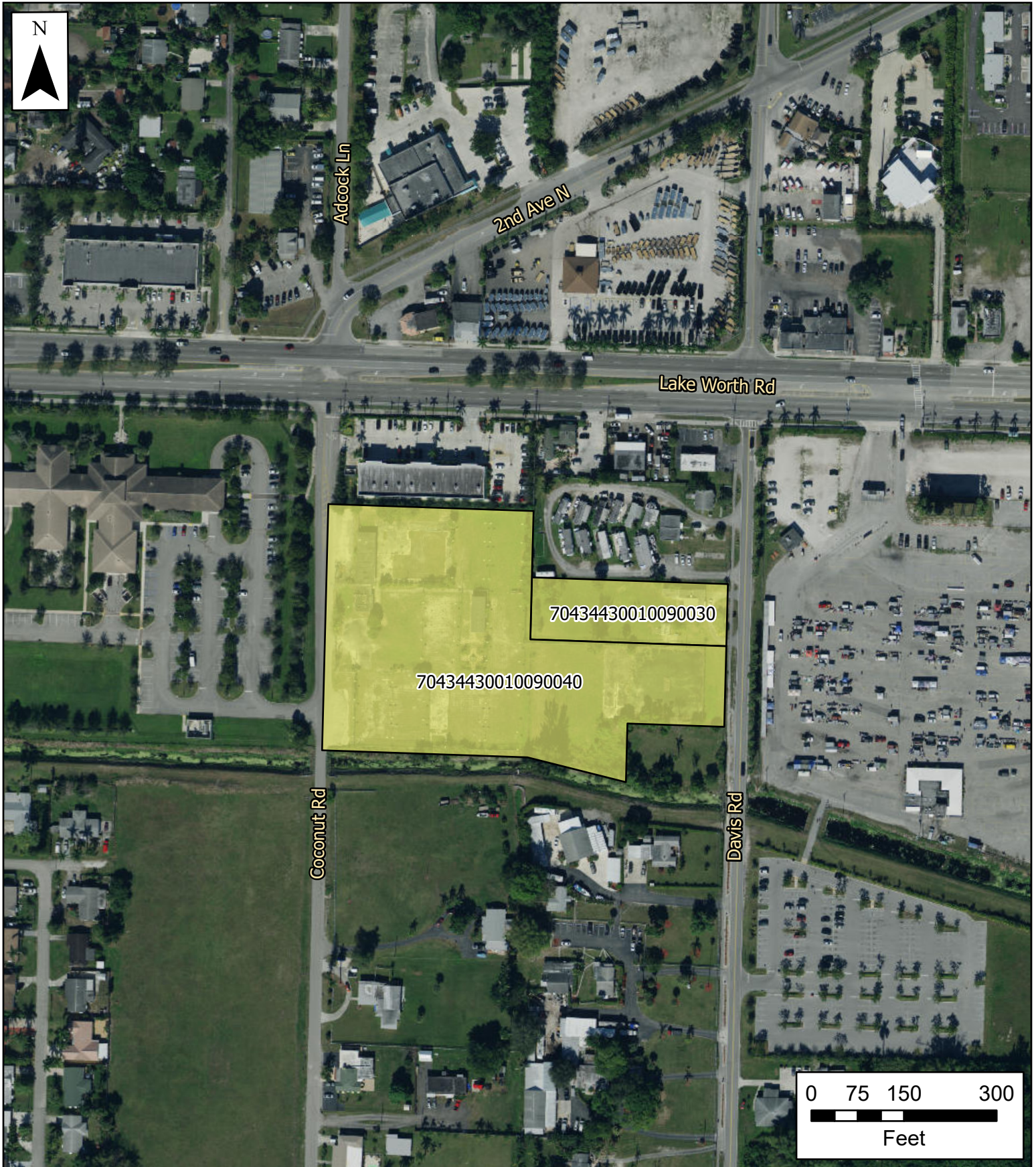
**NORTH
STAR
SW 6246**

**IRON ORE
SW 7069**

**EXTRA
WHITE
SW 7006**



ACTUAL COLOR MAY VARY FROM ON-SCREEN PRESENTATION



Village of Palm Springs

Fontana Townhomes

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 Property Boundary

Data Source: Property boundary provided by Palm Beach County, World Imagery Basemap provided by ESRI Online Services.



Adcock Ln

2nd Ave N

Lake Worth Rd

70434430010090030

70434430010090040

Coconut Rd

Davis Rd

0 75 150 300
Feet



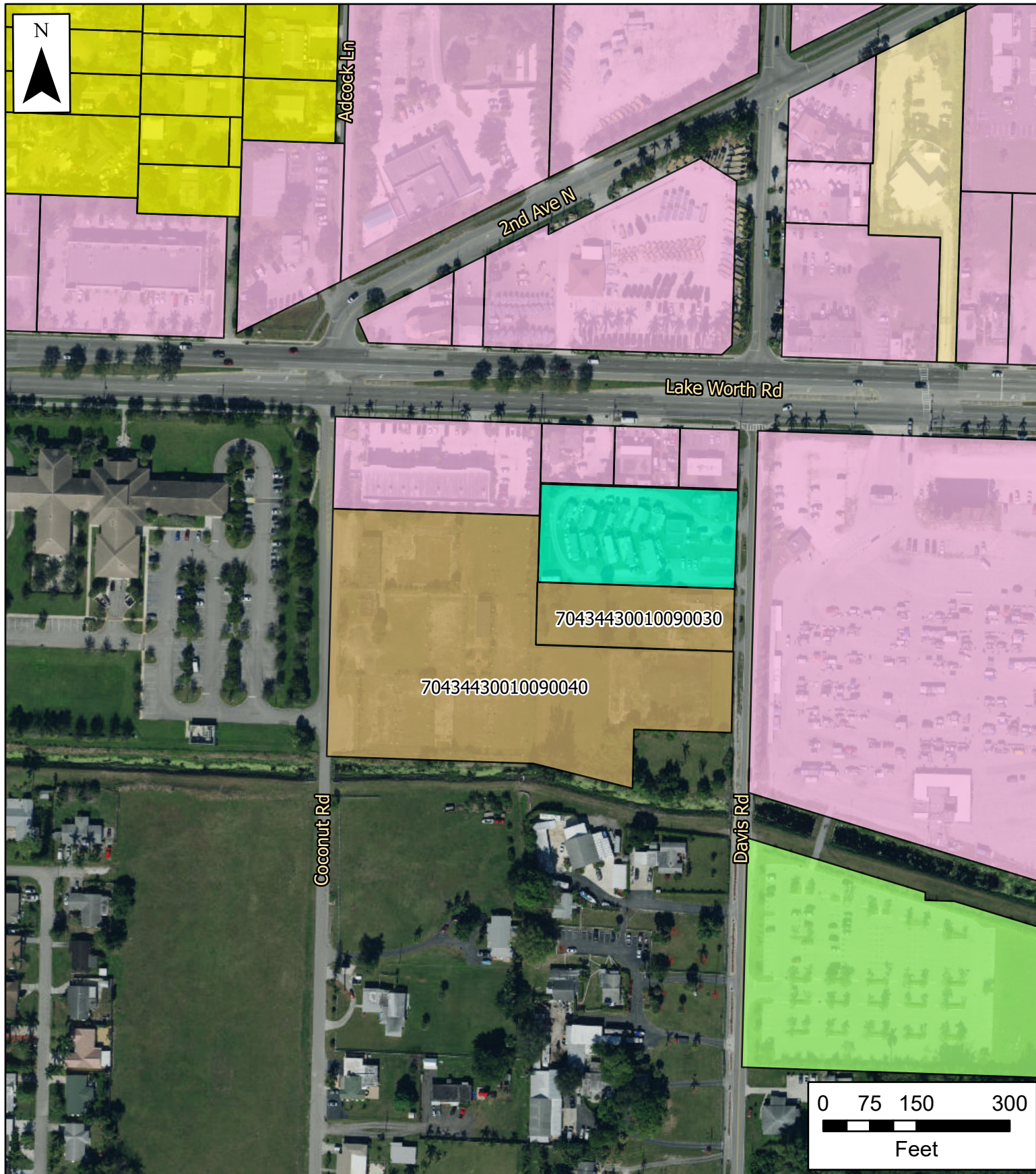
Village of Palm Springs

Fontana Townhomes

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Parcels
Property Boundary

Data Source: Parcels provided by Palm Beach County



Village of Palm Springs

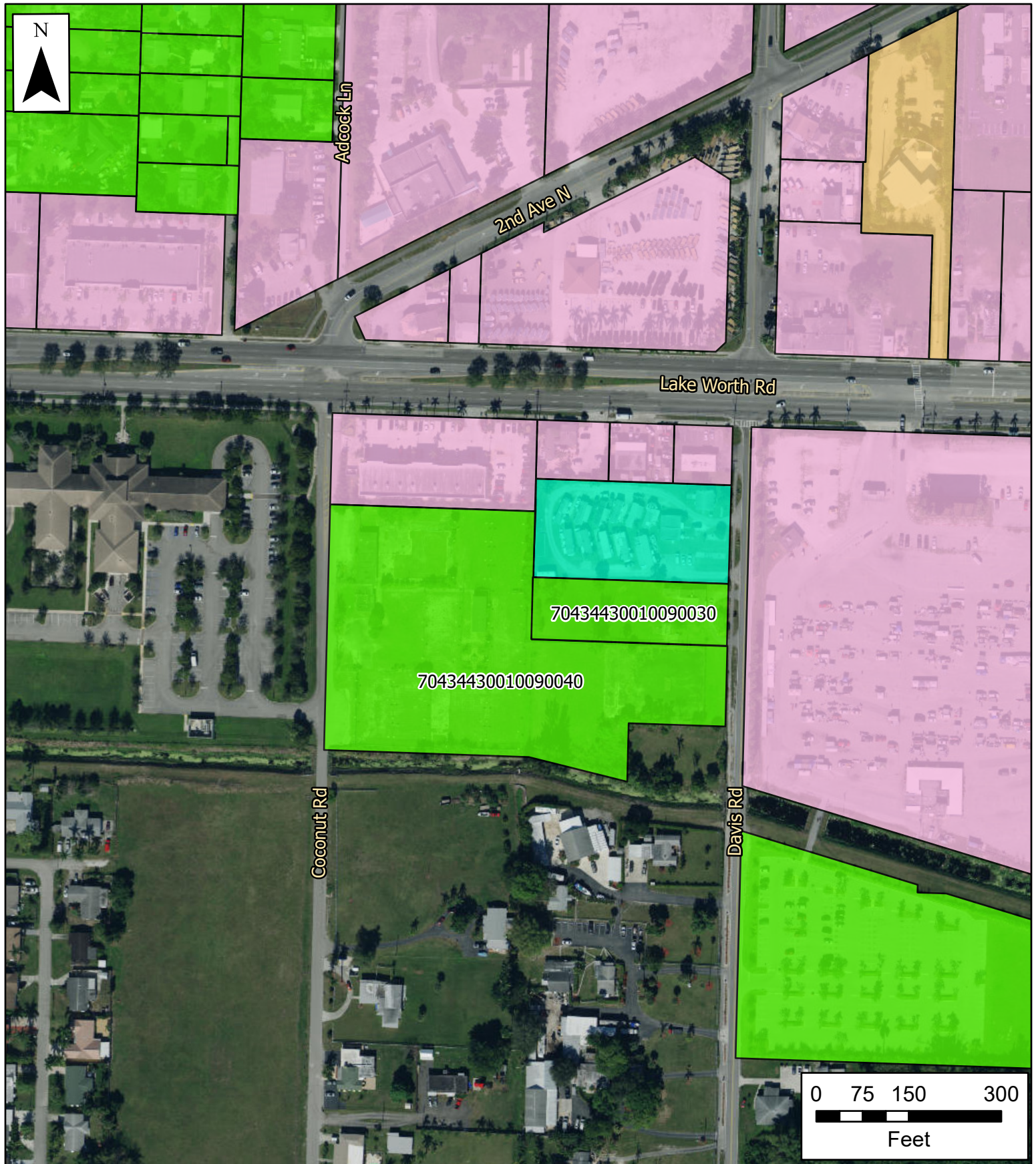
Fontana Townhomes

Future Land Use Map

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- Commercial
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Public Buildings and Facilities
- County FLU

Data Source: Parcels provided by Palm Beach County, FLU provided by the Village of Palm Springs



Village of Palm Springs

Fontana Townhomes

Zoning Map

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- County Zoning
- CG (Commercial General)
- G (Governmental)
- RM (Residential Multi-Family)

Data Source: Parcels provided by Palm Beach County, Zoning provided by the Village of Palm Springs



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 10.1: Temporary Use Permit - Storage Containers and Contractors Trailers - 4280 Lakewood Road

SUMMARY:

Mr. Ken Smuts, owner of 4280 Lakewood Road, LLC, is requesting a temporary use permit to allow for the placement of eight (8) contractor's containers and two (2) contractor's trailers on the property that is currently being developed as a multi-family residential project located at 4280 Lakewood Road. In an effort to facilitate the construction of four (4) three-story 24-unit apartment buildings and a 577 square feet management office, the applicant is requesting that the temporary units be utilized for additional storage and a contractor's office, the proposed construction is considered unique and the construction materials are required to be stored on-site to enable the contractors review/preview of the product prior to its use.

Note: A site plan with three waivers (SPR17-11) for this 96-unit apartment project was previously approved by the Village Council (Resolution No. 2018-04) on February 8, 2018.

The property owner is requesting that the Temporary Use Permit be for a 2-years period, which would permit for the completion of the project.

Note: Section 34-895 - Village Code - Temporary land uses in zoning districts.- provides that the Village Council may grant approval for temporary, principal uses of land that are not specifically allowed by the zoning district. A temporary use permit may not exceed two (2) years and is not renewable.

The new residential development project is currently under construction and this request appears to be needed to complete this construction project. As a result, staff recommends approval of the proposed two (2) year Temporary Use Permit to provide for additional storage and a contractor's office.

FISCAL IMPACT:

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

ATTACHMENTS:

Proposed Temporary Use Permit Agreement

Proposed Site Logistics Plan (Exhibit "B" to Agreement)

Applicant Proposed Temporary Use Narrative

Aerial and Location Maps

Sec. 34- 895 Temporary Land Uses in zoning Districts - Land Development

Approved Resolution No. 2018-04 and Site Plan - 4280 Lakewood Road

Temporary Use Permit Agreement

THIS TEMPORARY USE PERMIT AGREEMENT (“License”) is made this 9th day of April, 2021, by and between the VILLAGE OF PALM SPRINGS, FLORIDA, a municipal corporation, (“Village”) by and through the authority of its Planning, Zoning and Building Director, with its principal address at 226 Cypress Lane, Palm Springs, FL 33461; and 4280 Lakewood Road, LLC a Delaware limited company with post office address at 5959 Blue Lagoon, Suite 200, Miami, FL 33126, (“Licensee”).

RECITALS

WHEREAS, Licensee owns property located at 4280 Lakewood Road, Palm Springs, Florida (“Property”) 33461 described in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, currently the Property is under construction for a residential planned development community located on the Property (“Residential”); and

WHEREAS, the Property is located within the incorporated limits of the Village of Palm Springs, Florida; and

WHEREAS, the Licensee has requested that the Village license the use of the Property for a temporary construction storage and office trailers on a portion of the Property; and

WHEREAS, the use of the Property for storage is not a permitted or special exception use in the RM district in which the Property is located; and

WHEREAS, Village Code Section 34-895 authorizes the Village Council, for good cause shown, to grant a temporary use permit for certain principal uses, not to exceed two (2) years from the approval date, renewable at the option of the Village; and

WHEREAS, Village Code Section 34-895(e)(3) requires the Village Council be the approval authority after due public notice for any proposed temporary use that exceeds sixty (60) days; and

WHEREAS, the Village Council has determined that granting a temporary use permit to the Licensee under the terms and conditions of Village Code Section 34-895 and this Agreement serve a valid public purpose and is in the best interest of the Village.

WHEREAS, Village Code Section 34-895 also requires Licensee to submit a site plan amendment application for changes to the physical layout of the Property, if applicable; and

WHEREAS, Licensee attests that no changes to the physical layout of the property are proposed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. TEMPORARY PERMITTED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-8895, the Village by and through the authority of its Village Council hereby grants Licensee a temporary, revocable permit for a two (2)-year period which authorizes Licensee to utilize temporary storage units and temporary office trailers at the Property for the sole use as described herein, subject to the terms and conditions of the License. Access to the Property shall be limited and restricted to normal construction hours. No other interest or right to use the Property is granted to Licensee under this License.

3. LICENSE TERM AND EFFECTIVE DATE

3.1 The term of this Temporary Use Permit under this Agreement is limited to two (2) years. The term shall commence on **April 9, 2021 (“Commencement Date”)** and shall terminate on **April 9, 2023**. This Agreement and the permit shall become effective upon approval by the Village Council. At the conclusion of the two-year term, the temporary permitted use of the Property shall expire, and the Licensee shall terminate such use. Termination of such use shall not be deemed complete until the trailers and containers along with all appurtenances have been completely removed from the property. Failure to terminate the temporary use shall be grounds for default and subject the Licensee to appropriate legal action including mandatory injunctive relief and reasonable costs incurred by the Village in enforcing this Agreement including attorney’s fees at all administrative, trial and appellate levels as well as the Village’s code enforcement process. Pursuant to Village Code Section 34-895, upon issuance of a court order from a court of competent jurisdiction awarding attorney’s fees and/or costs, such costs shall become a lien on the property, if unpaid after thirty (30) days following the entry of the order.

4. LICENSE CONDITIONS

4.1 Licensee shall adhere to the following conditions as a part of this License Agreement:

- During construction activities a maximum of eight (8) 8’ x 20’ temporary storage units shall be allowed along the west side. The eight temporary storage units shall be only utilized by contractors having open building permits on the property. Storage units shall be located within the future parking spaces along the west side of the property by Building A.
 - A maximum of 8 storage containers are permitted.
 - Each storage unit shall be limited in size to 8’ wide x 20’ long maximum.
 - A maximum of two contractor’s office trailers are permitted.
 - Contractors’ office trailers shall be limited in size to 1- 12’ wide x 60’ long 1- 12’ wide x 48’ long maximum.
 - Utilization of the temporary storage containers shall be limited to contractors having open building permits on the property.

- Placement of the temporary units (trailers and containers) shall not occur prior to April 9th and all temporary units shall be removed by April 9th, 2023.
- Temporary utility connections shall be completed prior to occupancy/use and require Village permits:
- Surveillance equipment and security lighting are recommended by the Village.
- All other regulations and ordinances of the Village shall govern as applicable.
- The applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless, Village, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the licensing of the land use of the licensed Property, this License, the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

5.2 The Licensee's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. Licensee's inability to evaluate liability or its evaluation of liability, shall not excuse the Licensee's duty to defend and indemnify within 7 days after such notice is given by the Village. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by Licensee. Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Licensee of a claim shall not release the Licensee of the above duty to defend and indemnify.

6. INTEGRATION

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between Village and Licensee and that no verbal or oral agreements, promises or understandings shall be binding upon either Village or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License. The failure of either Party to insist upon strict performance of any of the terms or conditions

7. GOVERNING LAW

8. ASSIGNMENT

9. NOTICES

10. APPLICABLE LAWS

10.1 During the term of this License, the Licensee shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). Licensee shall, with respect to the condition of the Property and at the Licensee’s sole cost and expense,

comply with (a) all laws relating solely to Licensee's specific and unique nature of use of the Property; and (b) all building codes requiring modifications to the Property due to the use of the Property and any improvements to be made by the Licensee in and upon the Property.

11. SURVIVAL

11.1 The provisions of this License relating to indemnification shall survive and termination or expiration of this License. Additionally, any provisions of this License Agreement which require performance subsequent to the termination or expiration of this License shall also survive such termination or expiration.

12. CAPTIONS

12.1 The captions contained in this License are inserted for convenience only and are not intended to be part of this License.

13. ATTORNEY'S FEES

13.1 It is the understanding of the parties that if legal action is required to enforce this License, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

14.1 In the event that the Licensee shall breach any of the terms, obligations, restrictions or conditions of this License, or is found to be in violation of any part of the Village Code or any other applicable Laws for the Property or any other property owned by the Licensee in the Village, in a code enforcement proceeding of a Special Magistrate for the Village, or in a stipulated agreement, or in a court of competent jurisdiction, the Village shall give thirty (30) calendar days notice to the Licensee that the Licensee is in default. In the event the Licensee fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the termination of this License, in which case, the Village shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default. A breach of this License by Licensee may be enforced in code enforcement proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the licensed use, and other code violations and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this License is a contract, which may also be enforced in a court of law. The Village has no liability for damages or anticipated profits for business losses or other damages caused by the termination of this License Agreement in the event of a default.

14.2 The parties hereto agree that the Village's right to terminate this License as stated herein is absolute and shall not result in any inequity to Licensee because of any authorized improvements by Licensee to the Facilities for the use licensed herein. Accordingly, this License shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements.

14.3 The Licensee acknowledges that the Village and the public will be irreparably damaged if the terms and conditions of this License are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the License, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

15.1 Time is expressly declared to be of the essence of this License Agreement.

16. RIGHTS OF OTHERS

16.1 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this License on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this License intended to relieve or discharge the obligation or liability of any third person to any party to this License nor shall any provision give any third persons any right of subrogation or action over or against any party to this License.

17. PREPARATION

17.1 This License shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

18. COUNTERPARTS

18.1 This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the day and year first above written.

THE VILLAGE OF PALM SPRINGS

BY: _____
Bev Smith, Mayor

ATTEST:

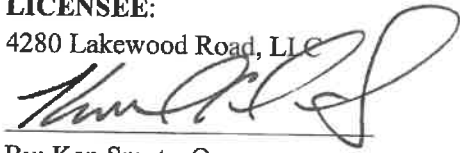
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Kymberly M. Wynn, Village Clerk

Glen Torcivia, Village Attorney

LICENSEE:

4280 Lakewood Road, LLC



By: Ken Smuts, Owner

WITNESSES:

Jamir Cabrera

By:

Ana Mari Cadalicio

By:



EXHIBIT “A”

Property Description

PCN: 70-42-44-24-00-000-5030

LEGAL DESCRIPTION

THE EAST ONE-HALF (E1/2) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE
SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF
SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

EXHIBIT “B”

Proposed Plans for Temporary Use

SECTION 1-PROJECT INFORMATION:Project Name: LAKEWOOD VILLAGEProject Address: 4280 LAKEWOOD ROAD, Palm Springs, FLLocation of Property: The subject property is located approximately 1/4 mile(s) (N) S, E, W (circle one) from the intersection of LAKEWOOD AVE & MILITARY TRAIL, on the N, (S) E, W (circle one) side of LAKEWOOD AVE. (street).Shopping Center / Office Building: N/AAcreage of Property: (5.353) 5 acres Building Square Feet: 116,180 gsfDensity or FAR: 96/5.353 = 17.933 Plat Name: N/APCN Number(s): 70-42-44-24-00-000-5030Dimensions of Property: 332.96' x 645.75'Palm Springs CRA District, if applicable: N/A
See Section 14 also.

Legal Description: (or attach separate sheet)

24-44-42, E 1/2 OF NE 1/4 OF SW 1/4 OF SE 1/4 OF SECTION 24,
TWSP 44 S RANGE 42E

Property History, if applicable: Describe previous applications on property

Application #	Request	Action	Resolution / Ordinance #	Approval Date
201800020				
201800174-178				
201800898-902				

(Approved Variances, Special Exception, Site Plan, etc...) Include previous application numbers and any conditions of approval.

SECTION 2 - APPLICANT / OWNER / AGENT INFORMATION

Owner's Name: 4280 LAKEWOOD ROAD, LLC (KEN SMUTS)
Owner's Address: 5959 BLUE LAGOON DRIVE, STE 200 MIAMI, FL 33126
Owner's Email Address: Ksmuts@coastalconstruction.com
Owner's Phone: 305.588.1344 Owner's Fax: N/A
Applicant, if different than Owner: SAME
Agent: SAME
Contact Person: SAME
Agent's Address: SAME
Agent's Email Address: SAME
Agent's Phone: SAME Agent's Fax: N/A

All correspondence will be sent directly to agent unless otherwise instructed.

SECTION 3- LAND USE AND ZONING INFORMATION:

EXISTING	PROPOSED
Zoning: <u>RM</u>	Zoning: <u>N/A</u>
Land Use: <u>RESIDENTIAL FAMILY</u>	Land Use: <u> </u>
Use: <u>11</u>	Use: <u> </u>
Plat: <u>24-44-42</u>	Plat: <u> </u>

ADJACENT LAND USE / ZONING / USE(S)

North: N/A
South: |
East: |
West: |

SECTION 4 – DESCRIPTION OF THE PROJECT

4280 Lakewood Road is an on-going multi-family residential project approved pursuant to VPS Resolution No. 2018-04 and the permits issued and pending per Section 1 of this Submittal.

The Purpose of this Submittal is to gain VPS Council approval to use the temporary facilities identified on the attached “4280 Lakewood Road – Proposed Site Logistics Plan – Dated 3.17.21” (Plan)

The Plan includes office trailers for on-site management, containers for the storage and the securing of construction tools and equipment, as well as valuable uninstalled commodities and dumpsters and portolets.

Temporary facilities shall be in place for not longer than two (2) years. (Q1, 2022)

One office trailer is 12’ x 60’

The second office trailer is 12’x48’

Dumpsters are 20 CY and pulled and replaced in kind when full or as necessary

We will have 4 portolets

Containers are shown on the plan and are 8’ x 20’

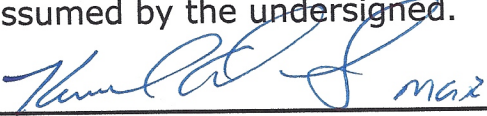
End of Description

SECTION 5- PROJECT AUTHORIZATION

OWNER CERTIFICATION

(If more than one owner, attached executed Certifications for each)

This is to certify that I am the owner of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge. The undersigned hereby petitions the Village of Palm Springs Staff, Land Development Board, and the Village Council to call Public Hearings upon due Public Notice in accordance with the Rules, Regulations, and Laws as promulgated by the Village of Palm Springs. The cost of which petition and notice and other costs as promulgated by rule is hereby assumed by the undersigned.


Signature of Owner

3/17/21
Date

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

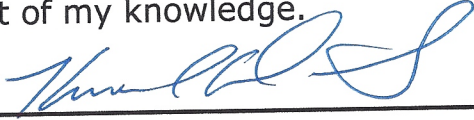
Signature of person taking acknowledgement _____

Name of officer taking acknowledgement--typed, printed or stamped _____

Title or rank _____ Serial number _____

AGENT CERTIFICATION

This is to certify that I am the agent of the property owner described in this application and that all information supplied herein is true and correct to the best of my knowledge.



Signature of Agent

3/17/21

Date

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by _____, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement _____

Name of officer taking acknowledgement--typed, printed or stamped _____

Title or rank _____ Serial number _____



GENERAL SUBMITTAL REQUIREMENTS FOR ALL APPLICATIONS:

- Completed Application, with original signatures, and applicable filing fees
- Evidence of Ownership (recorded warranty deed, title policy, or attorney's opinion)
- Owner's Authorization for Agent or Applicant to file application
- Current Survey (dated not more than 12 months prior to date of submittal)
- Color Photographs of entire property
- Traffic Study or Statement (2 copies)*, as applicable
- One (1) electronic version of complete application, narratives, plans, reports and supplemental documents in .pdf format

ADDITIONAL REQUIREMENTS FOR PUBLIC HEARING APPLICATIONS:

- Radius Map and Listing of all property owners within 300 feet of the property, from the Palm Beach County Property Appraiser's Office - contact their Mapping Department at 355-2881.
- One (1) Set of Mailing Labels and Pre-Stamped Envelopes for all property owners within said 300 feet radius
- Public Notice Sign: One sign for each street frontage shall be posted no less than 10 calendar days prior to the hearing. The sign shall be legible from a distance of 100 feet and shall contain a description of the approval being sought, the date, time and location of hearing, and a statement that the application is available for inspection in the Village Land Development Department (**see attached**).
- Affidavit (**see attached**) certifying to listing and sign posting

**Transmit traffic study directly to Palm Beach County Traffic Engineering with applicable review, and copies to the Village – TPS letter is required prior to public hearings*

SECTION 6 - LAND USE PLAN AMENDMENT APPLICATION ONLY

Existing Village Land Use/Rezoning: n/a

Requested Village Land Use/Rezoning n/a

Reason or basis the land use change/rezoning is required and the intended use or uses this request will accommodate.

n/a

ATTACH: LAND USE CHANGE: Analysis of Existing and Proposed Use(s), including analysis of infrastructure/public services, natural resources, open space, affordable housing, land use compatibility, intergovernmental coordination, and consistency with adopted goals, objectives and policies.

REZONING: Confirmation of the provisions of all necessary facilities and systems, including storm drainage, water supply, sewage treatment, solid waste disposal, public safety protection, recreational and park areas, school sites and any other services, where applicable.

SECTION 7 - APPEAL ONLY

☐ Appeal of LDB Action

☐ Appeal of Decision / Interpretation of Land Development Director

☐ Appeal of Interpretation / Requirement of Building Official

Requirement or Code Section Being Appealed or That Is At Issue:

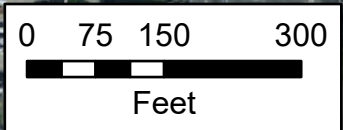
n/a

Summary of Decision or Condition being Appealed:

n/a

Summary of the Relief being Requested:

USE OF MULTIPLE CONSTRUCTION TRAILERS, CONTAINERS,
DUMPSTERS AND PORTABLES ON A PERMITTED
COMMERCIAL CONSTRUCTION SITE PER ATTACHED
SITE LOGISTICS PLAN.



Village of Palm Springs

4280 Lakewood Rd

 Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update

Data Source: Project boundary provided by Palm Beach County, World Imagery Basemap provided by ESRI Online Services.



Almar Rd

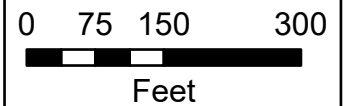
Laurette Ln

Lakewood Rd

Patio Ct

43rd Dr S

70424424000005030



Village of Palm Springs

4280 Lakewood Rd

-  Parcels
-  Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update

Data Source: Parcels provided by Palm Beach County, World Imagery Basemap provided by ESRI Online Services.

Section 34-895. – Temporary land uses in zoning districts.

(a) *Applicability.* This section regulates principal activities and uses of real property that are not specifically allowed in a zoning district, but may be necessary or appropriate on a temporary basis.

(b) *Generally.* This section provides for the orderly and effective management of temporary land uses not specifically allowed in a zoning district. Temporary uses are often found to be necessary and desirable for limited periods of time although they might not be in keeping with the intent and purpose of the zoning district if allowed on a long-term basis. This section provides for thorough administrative review of these special types of temporary land uses. These provisions are designed to allow certain reasonable temporary uses while minimizing adverse impacts upon the public health, safety and welfare and other authorized uses within a zoning district. All temporary uses authorized under this section shall be the principal use of the real property and shall not be an accessory use. Temporary, accessory uses are governed by section 34-829. Temporary licensing of certain uses. Further, auctions and sales events governed by section 34-884. Temporary short-term sales, shall not be authorized as temporary uses under this section.

(c) *Permits.* Application for a temporary use permit shall be made to the land development director in accordance with the applications and procedures section set forth herein.

(d) *Temporary uses.* Subject to any conditions that may reasonably be imposed by the land development director and/or the village council, a temporary use permit may be issued for such temporary, principal uses as a construction staging area; temporary off-site modular unit for redevelopment; parking lots; and, other temporary, principal uses. The foregoing list is not an exhaustive list.

(e) *Application and procedures.*

(1) A property owner may submit an application to the land development director for a temporary use permit consistent with this section and pay the application fee as set forth by village resolution. The application fee for a temporary use permit shall be the same as the application fee for a temporary license granted under section 34-829. The application fee will be nonrefundable even if the application is denied. The application shall contain information describing the principal use for which a temporary use permit is being sought and the proposed length of such use. If the applicant is seeking any change to the physical layout or footprint of the site, a site plan or site plan amendment application shall be submitted with the application for temporary use permit. The land development director may request further information from the applicant as is necessary to fully understand the scope of the proposed temporary use and impacts to surrounding properties, facilities and infrastructure including, but not limited to, traffic flow and parking plans. Failure to provide such information may result in a denial of the application.

(2) Approval of a temporary use permit may be made contingent upon the property owner complying with specific statutory, building code and/or village code requirements regardless of whether such requirements are specifically applicable to the proposed temporary use. Further, approval of a temporary use permit may be made contingent upon the property owner providing a surety bond from a company with a Best's rating of AAA guaranteeing that the property will be restored to its original condition upon termination or expiration of the temporary use permit. The amount of the bond, if any, shall be determined by the land development director in his or

her sole discretion. Approval of a temporary use permit shall be contingent upon the property owner signing a written agreement with the land development director regarding the temporary use, restrictions on such use and other terms and conditions as the village may reasonably determine necessary for its protection. If a surety bond is required, the requirements for the bond shall be addressed in the written agreement. The land development director is authorized to set forth in the written agreement a specific effective date and expiration date for the temporary use which shall not exceed two years. Failure to sign the written agreement with the land development director will be grounds for denial of the application.

(3) The approval authority for a temporary use permit application is the land development director if the application seeks a temporary use of 60 days or less. If a temporary use permit application seeks a temporary use which will exceed 60 days, the approval authority is the village council, with due public notice prior to approval. Except for such shorter time limitations as may be specifically set by the land development director or village council, a temporary use permit authorized under this section shall not exceed a term of two years.

(4) If a temporary use permit expires and the term of the temporary use permit was for less than two years, the property owner may submit an application to have the term of the temporary use permit extended. The application for extension shall be the same as the initial application for a temporary use permit and the same application fee shall be paid to the village. The extension application shall be reviewed by the land development director consistent with the conditions and requirements as the initial petition and approved by the same approval authority which approved the initial temporary use permit. The total term of a temporary use permit (including any extension thereof) shall not exceed two years. An extension will not be granted if the village terminated the temporary use permit due to a violation of the temporary use permit condition(s), the written agreement or applicable law.

(f) *Temporary signs.* One or more temporary signs may be erected by a property owner who obtains a temporary use permit. Prior to erecting any such temporary sign(s), the property owner shall submit an application to the land development director for the temporary sign(s); pay the fee established by the village council; and, obtain a temporary sign permit from the land development director. The land development director may impose any and all reasonable conditions on such temporary signs including, but not limited to, requiring all such temporary signs to conform to all other sign requirements of this Code. Further, all such temporary signs must be installed at the real property designated in the temporary use permit and only advertise the permitted temporary use for said real property. The temporary sign or combination of temporary(s) shall be less than or equal to 32 square feet in total surface area. All temporary signs must be removed immediately upon the temporary use permit expiring or being terminated.

(g) *Termination and remedies.*

(1) All temporary use permits are revocable. The land development director and/or village council (as applicable) may immediately revoke a temporary use permit, and refuse to grant future applications for a temporary use permit for real property, if there is a violation of any temporary use permit condition(s), the written agreement or applicable law. If a temporary use permit is revoked or upon the expiration of a temporary use permit, all use(s) of the property authorized under the temporary use permit must immediately cease and all use(s) of the property must immediately conform to the village code which may include, but is not limited to, additional actions by the property owner to reinstate the appearance of the property in a specific manner.

(2) The land development director reserves the right to revoke temporary use permits under this subsection which he or she originally approved and may revoke temporary use permits approved by the village council if the revocation of the temporary use permit is necessary for the immediate protection of public health, safety, welfare or to prevent the damage to personal property including property of the village. Further, if it becomes necessary in order to protect the public health, safety, welfare or to prevent the damage to any personal property, the land development director may also cause any and all utility connections necessary for the temporary use to be immediately disconnected along with the revocation of the temporary use permit. As time allows, the land development director shall endeavor to notify the property owner prior to revoking any temporary use permit and disconnecting any utility connections under this section. The village council reserves the right to revoke all temporary use permits approved under this section.

(3) The village may pursue any and all legal remedies without limitation against any property owner and/or occupant who violates the conditions of a temporary use permit, the written agreement and/or the applicable law including, but not limited to, code enforcement proceedings, other administrative proceedings; and/or injunctive relief. All actions taken by the village to enforce the provisions of this section shall subject the property owner and/or occupant to the reasonable costs incurred by the village in enforcing this section including, but not limited to attorney's fees and costs at all administrative, quasi-judicial, trial and appellate levels. Upon the issuance of an order from any board, special magistrate or court of competent jurisdiction awarding attorney's fees and/or costs to the village, such attorney's fees and/or costs shall become a lien on the property, if unpaid after 30 days following the entry of the order.

(4) Any owner who is granted a temporary use permit understands and agrees that the village's right to revoke and/or terminate the owner's temporary use permit as stated herein is absolute and shall not result in any inequity to the owner because of any authorized improvement(s) made by the owner to the property or any other expense incurred or paid by the owner for the temporary use. Accordingly, the right granted by a temporary use permit shall not be construed as an irrevocable right or license or a right or license coupled with an interest because of said improvement(s) or expenses of the owner.

(h) *Prohibitions.* Nothing contained in this section shall permit or allow any adult entertainment or adult entertainment establishment to be authorized by temporary use permit.

(i) *Transferability.* A temporary use permit shall only be issued to the current property owner and such permit shall not be assigned, conveyed or transferred to any third party or person without the prior written approval of the land development director or village council (as applicable).

(j) *Appeal.* Any person or entity who applies for a temporary use permit and is denied by the land development director may appeal to the village council for a temporary use permit. Such appeal application shall be filed with the land development director within 30 days of the land development director's written denial. Any person or entity who applies for a temporary use permit and is denied by the village council may appeal the village council's decision to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the village council. An appeal shall be filed within 30 days of the village council's decision.

(k) *Exemptions.* Authorized, temporary uses of village owned property shall be exempt from the requirements of this section.

(Ord. No. 2011-21, § 2, 1-26-2012)

RESOLUTION NO. 2018-04

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, A REQUEST FROM KEN AND CHRIS SMUTS, DEVELOPERS, 4280 LAKEWOOD ROAD LLC, FOR SITE PLAN (SPR17-11) WITH THREE (3) WAIVERS, CONTINGENT UPON CONDITIONS BEING MET, FOR A RESIDENTIAL PLANNED DEVELOPMENT. THE PROPOSED SITE PLAN CONSISTS OF FOUR (4), THREE-STORY 24-UNIT APARTMENT BUILDINGS FOR A TOTAL OF 96-RESIDENTIAL UNITS, A 577 SQ. FT. MANAGEMENT OFFICE AND 24,000 SQ. FT. COURTYARD/COMMON AMENITY SPACE, LOCATED AT 4280 LAKEWOOD ROAD AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on December 12, 2017 the Planning and Zoning Board reviewed and considered the request of Ken and Chris Smuts, Developers for owner, New Light Fellowship Inc., who request approval of **SITE PLAN (SPR17-11) WITH THREE (3) WAIVERS** for a residential planned development. The proposed site plan which consists of four (4), three-story 24-unit apartment buildings for a total of 96-residential units, a 577 sq. ft. Management office and 24,000 sq. Ft. Courtyard/common amenity space, located at 4280 Lakewood Road; and

WHEREAS, the recommendation of the Planning and Zoning Board was to approve this application (subject to staff report conditions being met) and has now been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and the Planning and Zoning Board; and has otherwise been fully informed regarding this matter.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village Council having received and considered the request of Ken and Chris Smuts, Developers for owner, New Light Fellowship Inc. ("Applicant"), is requesting site plan approval for a development which consists of four (4), three-story 24-unit apartment buildings for a total of 96-residential units, a 577 sq. Ft. Management office and 24,000 sq. ft. courtyard/common amenity space. The subject property is located at 4280 Lakewood Road.

Note: Within the proposed site plan, the Applicant is requesting three (3) waivers:

- 1) Relief from Sec.34-766(12) – Allow 57% impervious area rather than the required 55% maximum (an increase of 2%).
- 2) Relief from Sec.34-1329(1)(g) - Allow 286 total parking spaces rather than the required 300 required parking spaces (a reduction of 14 parking spaces).
- 3) Relief from Sec.34-1328 - Allow 22' wide drive aisles rather than the required 26' wide drive aisles for 2-way traffic.

The Planning and Zoning Board considered these requests during their December 12, 2017 meeting. Having been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application, with the staff report conditions attached hereto as **Exhibit "A"**, and which is incorporated herein by reference:

Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member Brinkman offered the foregoing resolution. Council Member Shields seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☒
PATTI WALLER, VICE MAYOR	☒	☐	☐
LIZ SHIELDS, MAYOR PRO TEM	☒	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☒	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☒	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this 8th day of FEBRUARY, 2018.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: Patti Waller for
BEV SMITH, MAYOR

ATTEST:

BY: Kimberly M. Wynn
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: [Signature]
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs

Executive Brief

AGENDA DATE: February 8, 2018

DEPARTMENT: Planning, Zoning & Building

ITEM #15: Resolution No. 2018-04 - Residential Planned Development Site Plan (SPR17-11) and Waivers - 4280 Lakewood Road (Quasi-Judicial Hearing)

SUMMARY: Mr. Ken Smuts - Managing Member for 4280 Lakewood Road LLC, applicant and developer, is requesting approval of a site plan (SPR17-11) with waivers for a new residential planned development, located at 4280 Lakewood Road. The proposed site plan consists of four (4), three-story (24-unit) apartment buildings for a total of 96 residential units, a 577 management office and a 24,000 square foot courtyard/common amenity space within the central portion of the project, which will include passive leisure/play area with walking paths through the mature slash pine canopy and a playground area. The proposed project consists of 48 2-bedroom and 48 3-bedroom rental units. The proposed project is located on a 4.935 acre parcel of property that has frontage along Lakewood Road and 43rd Drive South.

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

The Applicant is seeking three (3) waivers within the proposed site plan:

1. Relief from Sec. 34-766 (12) - Allow 57% impervious area rather than the required 55% maximum (an increase of 2%).
2. Relief from Sec. 34-1329 (1)(g) - Allow 286 total parking spaces rather than the required 300 required parking spaces (a reduction of 14 parking spaces).
3. Relief from Sec. 34-1328 - Allow 22' wide drive aisles rather than the required 26' wide drive aisles for 2-way traffic.

The applicant has suggested that the proposed reduction in parking spaces and drive aisle width will result in less pavement and impervious area and more preservation (natural wooded area) and usable open space for the residents (the site plan provides 35% open space with 20% of the open space being amenity area). Further, the requested parking reduction is justified by the number of 2-bedroom units and the ability of the management company to restrict

tenants vehicles. The twenty-eight (28) guest spaces are proposed as grasscrete to maximize greenspace, pervious area and limit the appearance of paved surfaces.

The Planning & Zoning Board considered the proposed site plan and waiver requests at their December 12, 2017 meeting and recommended approval.

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

FISCAL IMPACT:

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

ATTACHMENTS:

1. Proposed Resolution No. 2018-04
2. Staff Report - Exhibit A
3. Proposed Site Plan
4. Site Plan/Landscape Plans, Floor Plan, Building Elevations, School Letter, Traffic Letter
5. Project Renderings
6. Applicant's Justification Statement(s) and Waiver Requests
7. Aerial and Location Maps
8. Sec. 34-875 - Waivers - Land Development
9. 4280 Lakewood Road - Belson Playground Color Image

RESOLUTION NO. 2018-04

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, A REQUEST FROM KEN AND CHRIS SMUTS, DEVELOPERS, 4280 LAKEWOOD ROAD LLC, FOR SITE PLAN (SPR17-11) WITH THREE (3) WAIVERS, CONTINGENT UPON CONDITIONS BEING MET, FOR A RESIDENTIAL PLANNED DEVELOPMENT. THE PROPOSED SITE PLAN CONSISTS OF FOUR (4), THREE-STORY 24-UNIT APARTMENT BUILDINGS FOR A TOTAL OF 96-RESIDENTIAL UNITS, A 577 SQ. FT. MANAGEMENT OFFICE AND 24,000 SQ. FT. COURTYARD/COMMON AMENITY SPACE, LOCATED AT 4280 LAKEWOOD ROAD AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on December 12, 2017 the Planning and Zoning Board reviewed and considered the request of Ken and Chris Smuts, Developers for owner, New Light Fellowship Inc., who request approval of **SITE PLAN (SPR17-11) WITH THREE (3) WAIVERS** for a residential planned development. The proposed site plan which consists of four (4), three-story 24-unit apartment buildings for a total of 96-residential units, a 577 sq. ft. Management office and 24,000 sq. Ft. Courtyard/common amenity space, located at 4280 Lakewood Road; and

WHEREAS, the recommendation of the Planning and Zoning Board was to approve this application (subject to staff report conditions being met) and has now been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and the Planning and Zoning Board; and has otherwise been fully informed regarding this matter.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village Council having received and considered the request of Ken and Chris Smuts, Developers for owner, New Light Fellowship Inc. ("Applicant"), is requesting site plan approval for a development which consists of four (4), three-story 24-unit apartment buildings for a total of 96-residential units, a 577 sq. Ft. Management office and 24,000 sq. ft. courtyard/common amenity space. The subject property is located at 4280 Lakewood Road.

Note: Within the proposed site plan, the Applicant is requesting three (3) waivers:

- 1) Relief from Sec.34-766(12) – Allow 57% impervious area rather than the required 55% maximum (an increase of 2%).
- 2) Relief from Sec.34-1329(1)(g) - Allow 286 total parking spaces rather than the required 300 required parking spaces (a reduction of 14 parking spaces).
- 3) Relief from Sec.34-1328 - Allow 22' wide drive aisles rather than the required 26' wide drive aisles for 2-way traffic.

The Planning and Zoning Board considered these requests during their December 12, 2017 meeting. Having been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application, with the staff report conditions attached hereto as **Exhibit "A"**, and which is incorporated herein by reference:

Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
LIZ SHIELDS, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of FEBRUARY, 2018.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING ZONING & BUILDING STAFF REPORT

SUBJECT: Small-Scale Land Use Amendment, Rezoning and Residential Planned Development Site Plan (with 3 Waivers) -4280 Lakewood Rd (High Density Residential)

Application Summary			
Applicant	4280 Lakewood Road, LLC	Submittal Date	9/22/2017
Reference Name	4280 Lakewood Rd	Case Number	SPR17-11
		Parcel Control No	70-43-44-07-36-005-0000
Location	4280 Lakewood Rd	Site Area	±4.935 acres (net area) ±5.353 acres (gross area)
P&Z Meeting	December 12, 2017	Local Planning Agency	January 11, 2018
Council Meeting (after LPA, 1st Reading)	January 11, 2018	Council Meeting (2nd Reading)	February 8, 2018
Requests			
Proposed Use(s)	Small-Scale Land Use Amendment of the Future Land Use Map to change the land use from Commercial to High Density Residential, concurrent with Rezoning from Commercial General (CG) to Residential Multiple-Family (RM) and residential planned development Site Plan for construction of four (4), twenty-four (24) unit, three- (3) story apartment buildings, for a total of ninety six (96) dwelling units within 115,620 SF residential space and 577 SF management office building.		
Number of Buildings	Total of 5 buildings 4 three story residential apartment buildings (115,620 SF) 1 one story management office building (577 SF)		
Waiver	1) Requesting a waiver from Sec.34-1328 to allow 22' wide internal driveway instead of 26' for double vehicular drive isles. 2) Requesting a waiver from Sec.34-766 (12) to allow 57% impervious area instead of 55% maximum permissible. 3) Requesting a waiver from Sec.34-1329(1)(b) to allow 19% of the total parking spaces dedicated for guest instead of 25% required (total reduction of 14 parking spaces).		
Parking			
Code	Required by use	Provided	Meets Requirement
Total Parking	300 (2.5 per unit plus 25% for guest)	286	No (waiver requested)
Setbacks			
Code	Required	Proposed	Meets Requirements
Front yard (North side)	25'	83'2"	Yes
Rear yard (South side)	20'	77'4"	Yes
Side yard (West side)	20'	89'	Yes
Side corner yard (East side)	25'	84'	Yes
Site Characteristics			
Existing Use	Vacant land	Proposed Use	96 residential dwelling units within 4 apartment buildings.
Existing Zoning	Commercial General (CG)	Existing Future Land Use	Commercial
Proposed Zoning	Residential Multiple-family	Proposed Future Land Use	High Density Residential (19 du/acre) Note: maximum number of dwelling unit allowed is 101.

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Residential dwelling units	Medium Density Residential	Residential Multiple-Family (RM)
South	Home Depot Retail store	Commercial	Commercial General (CG)
East	Residential dwelling units	Medium Density Residential	Residential Multiple-Family (RM)
West	Residential dwelling units	Medium Density Residential	Residential Multiple-Family (RM)
Recommendation			
Planning Zoning & Building Staff recommends conditional approval of the new residential high density planned development site plan, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.			



I Site History

- Ordinance 2014-31: Annexation
The property was voluntarily annexed into the Village of Palm Springs on December, 2014 and designated with the Land Development as Commercial General zoning districts and future land use Commercial. The property has been vacated since the annexation took effect.

II Comprehensive Plan Consistency

- The subject property's Zoning and Future Land Use designation are Commercial and Commercial General (CG), respectively. The proposed small-scale land use amendment is to change the Future Land Use to High Density Residential. Concurrently, rezoning from Commercial General to Residential Multiple-Family is requested, and is supported with a planned development site

plan. All requests are consistent with goals, objectives and policies of the Village's Comprehensive Plan.

- With the new Future Land Use designation of High Density Residential; the gross acreage of the property allows up to 101 dwelling units at the maximum intensity of the land use category.

III Waivers Requested

- The applicant is requesting a waiver from Sec.34-1328 to allow 22' wide internal driveway instead of 26' required for double vehicular drive isles.

The applicant contends that the proposed reduction of 4' it is in the best interest of the project to maximize the natural wooded area which will set this project apart. This will allow for more landscaping and natural preserve in the wooded common areas. The drive-way loop around the perimeter of the project will have 15 mph posted speed limit. This will translate into 8 more feet of open green space the length of the center park and less impervious area without any off setting safety issues. The applicant's full justification is attached hereto.

Staff supports the applicant's request based on the consideration that more green open area are available for landscaping and recreational uses.

- The applicant is requesting a waiver from Sec.34-766(12) to allow 57% impervious area instead of 55% maximum permissible

The applicant contends that due to the parking requirements an additional 2% of semi-pervious/impervious area is requested to be allowed. In addition 29 parking spaces are proposed to be grasscrete to mitigate the increment of impervious area to maximize the amount of parking provided and lessened the amount of impervious surface. The applicant's full justification is attached hereto.

Staff supports the applicant's request based on the intent of the applicant to provide more parking spaces and at the same time conserve the natural green area (mature slash pine trees) existing on the property. The applicant has lessened the increase of paving area providing semi-impervious area (grasscrete) for parking; additionally it will preserve the valuable natural resources with the existing vegetation on the property.

- The applicant is requesting a waiver from Sec.34-1329(1)(b) to allow 19% of the total parking spaces dedicated for guest instead of 25% required (total reduction of 14 parking spaces).

The applicant contends that it is the best interest of the project to maximize the natural wooded area which will set this project apart. This will allow for more landscaping and natural preserve in the wooded common areas. The "market rate housing" tenants will not only have two cars in the family, nowadays, there are more one car families because of growing expenses (car payments, insurance, gas and maintenance). The availability of public transportation on Lake Worth Road and Military Trail is more affordable. The applicant's full justification is attached hereto.

Staff generally supports the applicant's request for the reduction of 14 parking spaces (less than 5% of the total parking required) based on the applicant intent to reduce the amount of impervious surface and conservation of the natural resources with the existing vegetation on the property and consistency with the Village Comprehensive Plan allowing innovative designs. Staff further suggests that the tenants, via lease agreements, be limited in the number of vehicles that they can regularly park on the property.

Note: The buildings are designs on 48- 2 bedrooms unit and 48- 3 bedrooms unit, considering 2 parking spaces for the two bedrooms unit and 3 parking spaces for the three bedrooms unit; total parking needed is 240 parking spaces. The applicant still providing 2.5 parking spaces per dwelling unit as code required, and the waiver still applies to the guest parking requirements.

IV Neighborhood Compatibility

- 1) The proposed project is located on the South side of Lakewood Road between South Military Trail and Kirk Road.
- 2) Surrounding properties are generally residential uses.
- 3) A mix of different uses like general retails, restaurants, grocery supermarket and professional offices are located on the South side of the property along Lake Worth Road.
- 4) Available public transportation on Lake Worth Road and South Military Trail are existing within less than 1 mile from the property.

V Regulatory Issues:

- The site plan conforms to the property development standards of the Residential Planned Development.
 - 1) Proposed project plan generally meets required site development regulation.
 - 2) A High Density Residential Land Use designation and rezoning to RM, shall be approved prior to consideration of the proposed Site Plan.
 - 3) Permits from all applicable permitting agencies, including but not limited to Lake Worth Drainage District, PBC Department of Health, PBC Fire Rescue and Village of Palm Springs are required prior to construction.
 - 4) Utility/Civil design plans and calculations were submitted beyond what was required for site plan approval. These plans were reviewed by the Village's Engineer and comments were issued. The associated comments will need to be addressed during the Utility/Civil plan review process of the project.
 - 5) Civil/Utility plans shall be approved by the Village's Engineer.
 - 6) The proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
 - 7) A Conservation Easement recorded on the Palm Beach County Official Record Book 13874 Page 482 shall be abandoned prior to issuance of any building permit.

VI Environmental Issues:

There is a natural green conservation easement that shall be abandoning prior to any construction activity commence. There are no wetlands or floodplains issues identified.

VII Community Outreach/ Notification

- The subject property was posted on December 9, 2017.
- Public Notification letters were mailed to all property owners within 300 foot radius of subject property on December 1, 2017.
- Legal advertisement was published in the paper on December 7 and December 14, 2017.
- Staff has not received any inquiries or comments as a result of the notices.

VIII Proposed Development Plan Details

The petitioner's development plans dated received on September 22, 2017 depicts the following:

- Application for Small-Scale Land Use Amendment, Rezoning and Residential Planned Development Site Plan approval with 3 waivers for construction of 96 residential dwelling units within 4–3 story buildings and 577 SF management office; designed to serve the work force housing market.
 1. Site Plan dated September 22, 2017 revised and resubmitted on December 1, 2017.
 2. Landscape plans dated September 22, 2017 revised and resubmitted on December 1, 2017.
 3. Engineering plans dated October 24, 2017 revised and resubmitted on December 1, 2017.
 4. Architecture plan dated September 22, 2017 revised and resubmitted on December 1, 2017.
 5. Photometric plan dated October 24, 2017 revised and resubmitted on December 1, 2017.
 6. Boundary survey dated September 22, 2017.
 7. Justification statement of proposed use.
 8. Stormwater management report dated October 24, 2017.
 9. Color rendering.
 10. Traffic Study dated September 22, 2017 revised and resubmitted on December 1, 2017.

IX Recommendation

The applicant is proposing the development of the 5.3 acre parcel with four (4), twenty-four (24) unit, three-story (3) apartment buildings, for a total of ninety six (96) dwelling unit and 577 SF management office building. The residential dwelling unit plans consist of 48 three bedrooms units (1075 SF) and 48 two bedrooms units (920 SF). Each 24 unit building has two breezeways each containing two staircases that provide access to unit entries as well as covered area to house mail boxes (1st floor only) and storage units. The community will have two roadway ingress and egress points, one from the existing Lakewood Road right-of-way and the other from 43rd Drive South right-of-way. Applicant is providing new sidewalks along 43rd Dive South (5' wide) and along Lakewood Road (6' wide). Integrated to the perimeter landscape buffer a 6' high aluminum fence is proposed along North, East and West property lines to control pedestrian traffic flow. Amenities include: centralize open green play area, tot lot, picnic tables, grills and walking paths.

In addition the project exceeds some of the minimum requirements for a planned Development as shown on the table below:

Land Development Regulations	Required	Proposed
35 percent of the gross land area for open space	1.87 acres	1.92 acres
20 percent of open space shall be common amenities	0.37 acres	0.55 acres
40% maximum lot coverage area	Maximum permissible is 1.97acres	0.91 acres (18%)

Planning Zoning & Building Staff has conducted a review of the application and found the proposed Residential Planned Development project to be consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed residential Multi-family use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed planned development site plan project provides sidewalks connections from the main roadway and internal connections between the common amenities (tot lot, picnic tables, grills, walking paths and utilization of existing vegetation and shade trees) and the buildings, to facilitate pedestrian circulation and safety. The proposed project provides open spaces creating common areas for passive/leisure activities. An adequate vehicular circulation, avoiding negative impacts on existing roadway conditions, has been provided. The project generally provides adequate parking to avoid on-street parking. The proposed use does not significantly reduce light and air on adjacent properties, and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems. The proposed residential project will have a beneficial visual impact on Lakewood Road corridor.

Planning Zoning & Building Staff recommends conditional approval of the Small-Scale Land Use Amendment, Rezoning and Residential Planned Development site plan with three waivers, for the construction of 115,620 square feet within 4 3-story residential apartment buildings and 577 square feet management office subject to the following forty-two (42) conditions and a request for a voluntary commitment, below:

1. Build out date December 31, 2020.
2. Conservation easement shall be released and recorded **prior to issuance of any building permit**.
3. Landscaped buffers shall only overlap 5 feet any utility easements.
4. Trees identified for preservation shall be tagged prior to land clearing/tree removal and protected with highly-visible barricades and signs around the dripline of each tree. The landscape architect of record shall examine trees and barricades on a regular basis during construction. Trees damaged or destroyed by construction activities shall be subject to Sec. 2-233, irreparable or irreversible violations, with fines up to \$5000/violation.
5. The open space between the four buildings shall be sodded, mulch cannot be used.
6. Trellis structure shall be constructed accordingly with Florida Building Code; construction building plans shall be provided **at time of permitting**.
7. The common amenity areas shall be completed in their entirety, open for use and accessible to the residents, prior to the issuance of the Certificate of Occupancy for the 39th unit (40% of the project).
8. In support of the parking reduction, tenants, via lease agreements, shall be limited in the number of vehicles (to a maximum of 2 vehicles) that they can regularly park on the property.

9. Proposed pedestrian walking path shall be constructed according to ADA standards.
10. The property owner shall post a notice of annual boundary school assignments for students from this development. The district will provide an 11' x 17' sign to be posted in a clear and visible location in all sales offices and models with the following:
"NOTICE TO HOMEBUYERS/TENANTS"
"School age children may not be assigned to the public school closest to their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact the Palm Beach School District Boundary Office at (561) 434-8100 for the most current school assignment(s)".
11. The mail pickup and delivery system shall be approved by the United States Postal Service.
12. Required landscaping, fences or structures shall not be installed within drainage easements or utility easements without written approval of the easement holder.
13. All site lighting shall be according with the Village Land Development Regulations.
14. Proposed monument signs shall be in accordance with the Village Land Development Regulations
15. No wall signs are proposed as part of this application. Any futures proposed sign(s) shall in be in accordance with the Village wall signs regulations.
16. The school bus shelter shall be completed in their entirety, open for use and accessible to residents, prior to the issuance of the Certificate of Occupancy for the 39th unit (40% of the project)
17. A Utility/Civil Plan shall be approved by the Village Engineer and the Village Water Utility Department **at time of permitting.**
18. Mechanical equipment and above-ground infrastructure shall be screened from view.
19. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the Land Development Department at time of permitting.
20. A stabilized surface shall be provided at all time during construction for access by emergency vehicles.
21. No parking shall be allowed, under any circumstances, along Lakewood Road right-of-way or on 43rd Drive south Right-of-way.
22. The Developer shall provide a 1-year Warranty on improvements assumed by the Village **prior to issuance of the first Certificate of Occupancy.**
23. A Utility Agreement may be required, at the discretion of the Public Service Director, **prior to issuance of a building permit.**
24. Copies of all applicable permits from all regulatory agencies with jurisdiction over the project shall be provided to the Village **at the time of permitting.**
25. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
26. Trees/palms slated for removal and destruction shall be offered to the Village for relocation to a public property. Property owners shall provide at least 60 days' notice to the Village and grant the Village permission to enter the property and relocate any trees approved for removal.
27. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting, as needed.
28. Landscaped areas shall be irrigated (including but not limited to buffer, islands, planter boxes, etc.). New irrigation systems shall be maintained separately from potable water distribution systems, and shall include rain sensor shut-off mechanisms.

29. A pre-construction meeting shall be scheduled with the Village Land Development Department prior to commencement of any construction activity. Permits are required from the Land Development Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting.
30. All electric shall be underground.
31. A silt barrier shall be installed around the perimeter of the property prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
32. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy.
33. Plants installed shall conform to or exceed the minimum standards for Florida Number 1, as provided in the most current edition of the Grades and standards for Nursery Plants, Part I and II, prepared by the State Department of Agriculture and Consumer Services.
34. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
35. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.
36. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Land Development Director.
37. Permits are required from the Planning Zoning & Building Department **prior to commencing any construction or renovation.**
38. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
39. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
40. At the time of CO, the petitioner shall provide the Planning Zoning & Building Department with electronic copies of as-built.
41. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
42. It is suggested that the Applicant offer a voluntary commitment to make a **\$45,457.00** contribution to the School District of Palm Beach County prior to issuance of a building permit as a form of school capacity mitigation, based on School Capacity Availability Determination letter issued on November 16, 2017.



DEVELOPER & OWNER AGENT:
4280 Lakewood Road, LLC
5959 Blue Lagoon Drive, Suite 200
Miami, FL 33126
P 305-559-4900

CIVIL ENGINEER & LAND SURVEY:
Engenuity Group, Inc.
1280 North Congress Ave, Suite 101
West Palm Beach, FL 33409
P: 561-655-1151

LANDSCAPE ARCHITECT:
ARQUITECTONICA GEO
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

ning Stamp

USE TYPE:
0800-MULTIFAMILY
<10 UNITS

USE TYPE:
100-SINGLE FAMILY

USE TYPE:
100-SINGLE FAMILY

Revision Dates

	09/22/2017	ARQ	
MARK	DATE	DESCRIPTION	
PROJECT NO:	0000		
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RENDERED PLAN

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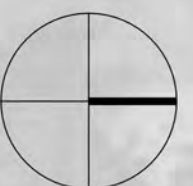
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SHEET



0 15' 30' 60' 90'

SCALE: 1" = 30'-0"





4280 LAKEWOOD ROAD,
Palm Springs
DRAWING INDEX

ARCHITECTURAL	
A0-00	COVER SHEET/ DRAWING INDEX
A0-01	SURVEY
A0-02	SITE PHOTOS
A0-03	SITE PLAN W/ TABULAR DATA (ZONING)
A1-01	TYPICAL BUILDING PLANS/ UNIT PLANS
A2-01	SITE ELEVATIONS
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A2-03	COMMUNITY CENTER ELEVATIONS
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LANDSCAPE	
L1-00	TREE DISPOSITION PLAN
L1-10	HARDSCAPE PLAN
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ENGINEERING	
C-1	COVER SHEET
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C-3	WATER AND SEWER PLAN
C-4	PAVING, GRADING AND DRAINAGE DETAIL
C-5	AUTOTURN ANALYSIS



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4280 Lakewood Road, Palm Springs, FL
33461

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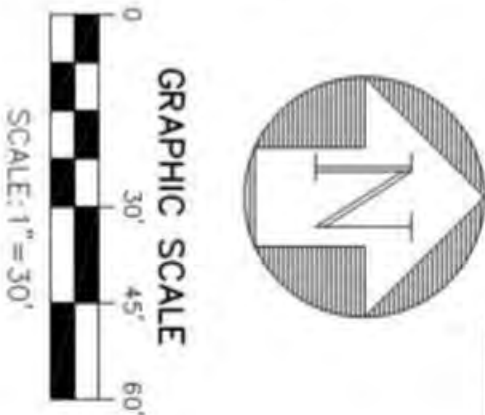
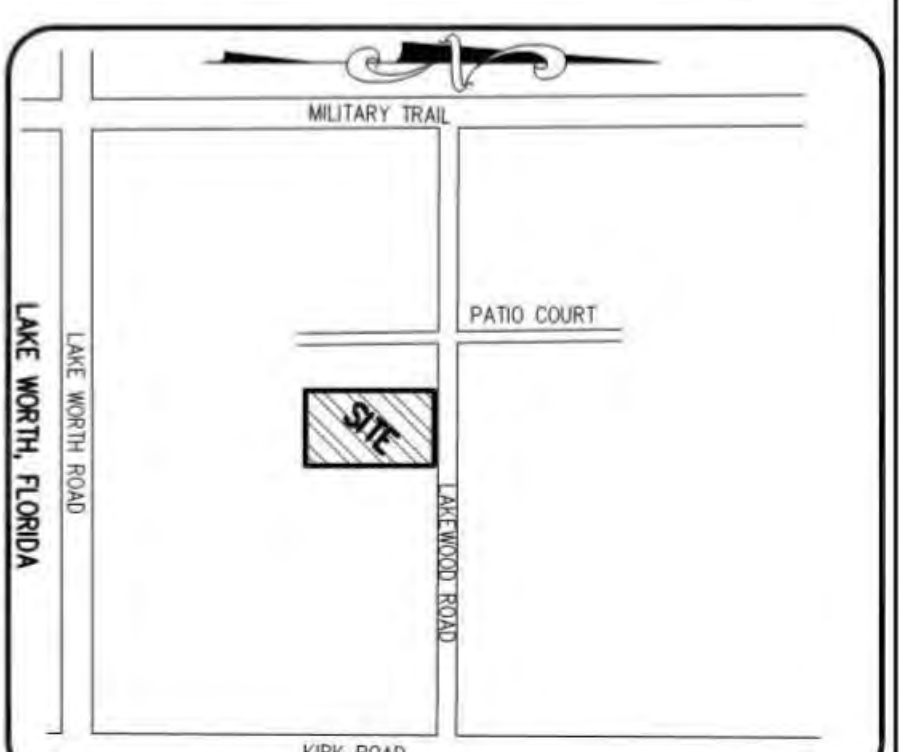
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DATE	DESCRIPTION	MARK
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COVER/DRAWING INDEX
A0-00

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LEGAL DESCRIPTION
THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THE NORTHERLY 25 FEET FOR ROAD RIGHT-OF-WAY FOR LAKEWOOD ROAD, CONTAINING 214,948 SQ. FEET OR 4.935 ACRES, MORE OR LESS

SURVEYOR'S NOTES

1. THE SURVEY DEPICTED HEREON IS CLASSIFIED AS A BOUNDARY, TOPOGRAPHIC AND TREE SURVEY AS DEFINED IN CHAPTER 34-17.000(10)(d) AND (h), FLORIDA ADMINISTRATIVE CODE.
2. ENGENTIVITY GROUP, INC. AND THE CERTIFYING SURVEYOR ACCEPT NO RESPONSIBILITY FOR RIGHT-OF-WAYS, EASEMENTS, RESTRICTIONS OR OTHER MATTERS AFFECTING TITLE TO THE LANDS SURVEYED OTHER THAN THOSE RECITED IN THE CURRENT DEED AND/OR OTHER INSTRUMENT OF RECORD FURNISHED BY THE CLIENT.
3. UNDER GROUND UTILITIES WERE NOT SEARCHED FOR OR LOCATED BY ENGENTIVITY GROUP, INC.
4. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND EASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OTHERWISE THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY.
5. LAST DATE OF FIELD SURVEY: JULY 19, 2017
6. ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
7. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. ACCURACY STATEMENT: A FIELD SURVEY WAS PERFORMED IN ACCORDANCE WITH CHAPTER 34-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 471.02(7) FLORIDA STATUTES. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS FOR SURVEYING AND MAPPING AS SET FORTH IN THE FLORIDA SURVEYING AND MAPPING ACT AND THE FLORIDA SURVEYING AND MAPPING BOARD'S REGULATIONS. THE SURVEY WAS VERIFIED BY REDUNDANT MEASUREMENTS OF TRANSIT CLOSURES AND EXCEEDED COMMERCIAL/HIGH RISK: LINEAR: 1 FOOT IN 10,000 FEET.
9. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/360 OR SMALLER.
10. ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
11. BEARINGS SHOWN HEREON ARE BASED ON A MEASURED BEARING OF S87°28'34"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST AND ALL OTHER BEARINGS ARE RELATIVE THERE TO.
12. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD. 1988) AND REFERENCE THE FOLLOWING BENCHMARK: "DUFED"
13. THE SUBJECT PROPERTY LIES WITHIN FEMA FLOOD ZONE B PER THE EFFECTIVE FEMA FLOOD MAP, COMMUNITY PANEL NUMBER 120192, 0165 B WITH AN EFFECTIVE DATE OF OCTOBER 15, 1982.
14. THE PROPERTY IS LOCATED WITHIN ZONING AREA CG (GENERAL COMMERCIAL) AND IS OF FUTURE LAND USE COM (COMMERCIAL) PER THE ATTAINED DOCUMENTS PROVIDED BY CLIENT ON THE DATE OF JULY 24, 2017.
15. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY LESTER ROBERT EVANS & ASSOCIATES COMMENT NO. 4271-102 SWITS, WITH AN EFFECTIVE DATE OF JULY 31, 2017 @ 8:00 AM.
16. LAND HAS NO INTEREST IN THE CANAL ADJACENT TO THE SOUTH LINE OF THE SUBJECT PARCEL. INFORMATION WAS PROVIDED BY DAVID BENOS VIA EMAIL ON AUGUST 2, 2017 @ 12:28 PM.

SCHEDULE B/L EXCEPTIONS
SCHEDULE B/L EXCEPTIONS 1, 2, 3, 4, 5 AND 6 ARE STANDARD EXCEPTIONS.

1. ANY AND ALL RIGHT, TITLE OR INTEREST OF THE LAKE WORTH DRAINAGE DISTRICT CLAIMED, RESERVED OR USE, BY WRIT OF CHANCERY ORDER 406, RECORDED JUNE 22, 1990 IN OFFICIAL RECORDS BOOK 6495, PAGE 761 AND IN OFFICIAL RECORDS BOOK 6495, PAGE 1165 AND AGREEMENT FOR DRAINAGE STUDY RECORDED IN OFFICIAL RECORDS BOOK 6609, PAGE 1216, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
2. AFFECTS PROPERTY: SEE NOTE #16
3. RESOLUTION NO. R-2002-0813 RE SPECIAL ASSESSMENT-PAVING AND DRAINAGE IMPROVEMENTS TO BE CONDUCTED BY THE LAKE WORTH DRAINAGE DISTRICT FOR THE LAKE WORTH DRAINAGE DISTRICT. THE DISTRICT HAS AGREED TO MAINTAIN THE DRAINAGE SYSTEMS SERVING THE LAND DESCRIBED HEREIN AND ANY LENS FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY.
4. AFFECTS PROPERTY: NOT PLOTTABLE
5. NOTE: THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT APPEAR IN THE POLICY TO BE ISSUED. THE FOLLOWING DEEDS AFFECTING THE LAND DESCRIBED IN SCHEDULE A HEREOF COVER A MINIMUM TWENTY-FOUR MONTH PERIOD PRIOR TO THE EFFECTIVE DATE OF THIS COMMITMENT.
6. WARRANTY DEED RECORDED 3/26/2008 IN OFFICIAL RECORDS BOOK 22528, PAGE 1284.
7. WARRANTY DEED RECORDED 6/11/2007 IN OFFICIAL RECORDS BOOK 21924, PAGE 1640.
8. WARRANTY DEED RECORDED 11/16/2000 IN OFFICIAL RECORDS BOOK 12142, PAGE 1732.
9. NOTE: ALL RECORPING REFERENCES IN THIS COMMITMENT/POLICY SHALL REFER TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, UNLESS OTHERWISE NOTED.
10. RENDCO USA
11. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS AND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6B, 7A, 8, 9, 11, 13, 14, 16, AND 17 OF TABLE A HEREOF. THE FIELDWORK WAS COMPLETED ON JULY 19, 2017.



LEGEND-UNDERGROUND UTILITY

- OE OVERHEAD ELECTRIC
- E-SWR UNDERGROUND SANITARY
- ORH UNDERGROUND STORM

TREE LEGEND

- 24" PINE AND SIZE (194)
- 24" ROYAL PALM AND SIZE (1)
- 24" ORNAMENTAL TREE AND SIZE (13)
- 24" SCHOTTERIA AND SIZE (36)
- 24" CABRAGE PALM AND SIZE (12)
- 24" ACACIA PALM AND SIZE (149)
- 24" QUEEN PALM AND SIZE (2)
- 24" OAK AND SIZE (1)

LEGEND

- MEASURED ELEVATION
- CONCRETE
- WATER VALVE

ABBREVIATIONS

- ORH OFFICIAL RECORD BOOK
- PG(S) PAGE(S)
- CE CENTERLINE
- PVC/HOPE PLASTIC PIPE
- RCP REINFORCED CONCRETE PIPE

INFORMATION SIGN (SINGLE POST)

- CHAIN LINK FENCE
- WOODEN STOCKADE FENCE
- TEMPORARY BENCHMARK
- SET 5/8" IRON ROD & CAP LB #6603
- CATCH BASIN
- STORM MANHOLE
- UTILITY POLE
- CLEANOUT
- FIRE HYDRANT
- SANITARY MANHOLE
- GUY WIRE

BOUNDARY, TOPOGRAPHIC AND TREE SURVEY FOR:

RENCO USA

4280 LAKEWOOD ROAD

LAKE WORTH, FLORIDA

ELEVATIONS SHOWN ARE NAVD 1988

17/29/2017 ADD TITLE COMMITMENT

NO. DATE

REMARKS

BY

REVISIONS

17/29/2017 ADD TITLE COMMITMENT

NO. DATE

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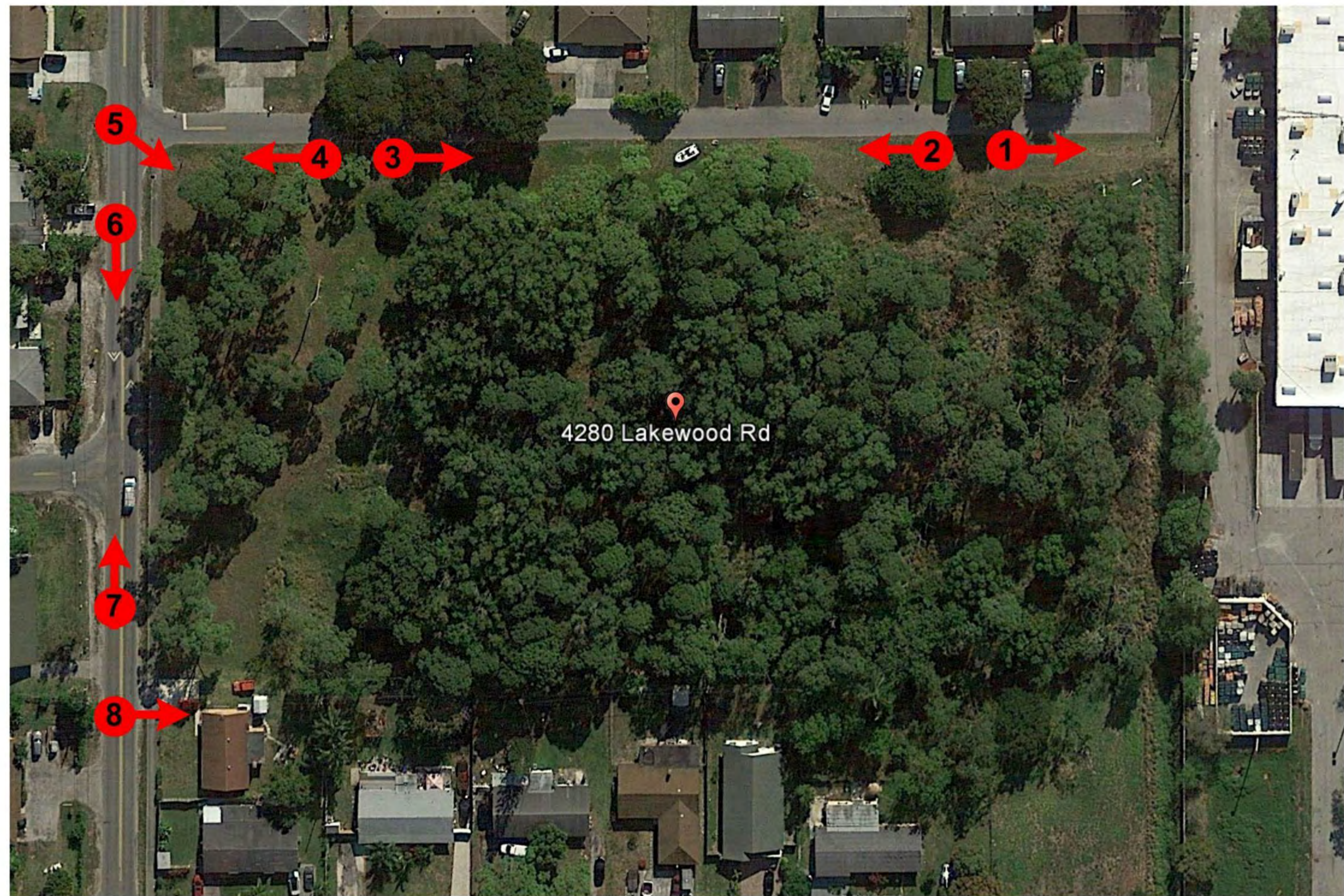
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BY

REVISIONS

17/29/2017 ADD TITLE COMMITMENT



4280 Lakewood

4280 Lakewood Road, Palm Springs, FL 33461

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New Light Fellowship, Inc.
901 Northpoint Parkway, Suite 308
West Palm Beach, FL 33407

DEVELOPER & OWNER AGENT:
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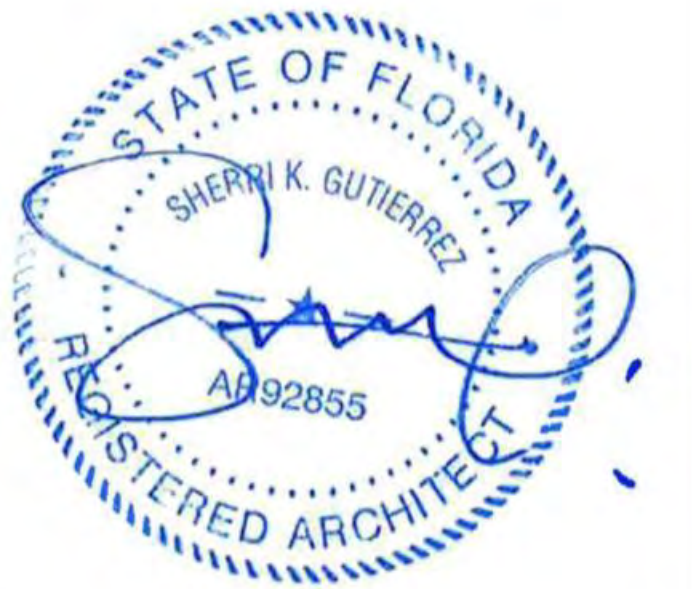
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Zoning Stamp

Amendment Stamp



Revision Dates

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12/05/2017	REVISED PER VPS COMMENTS

MARK

PROJECT NO: 0000

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SHEET TITLE

SITE PHOTOS A0-02

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SHEET

OF



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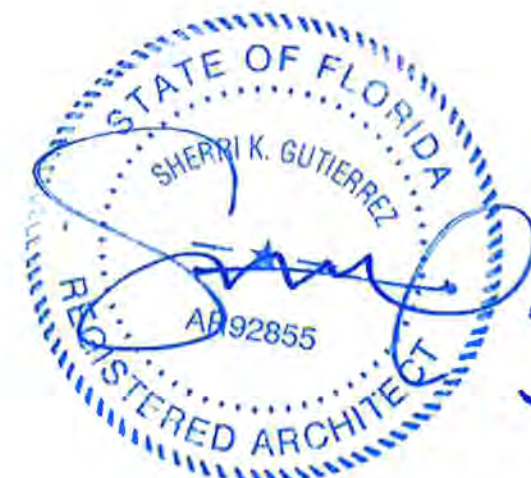
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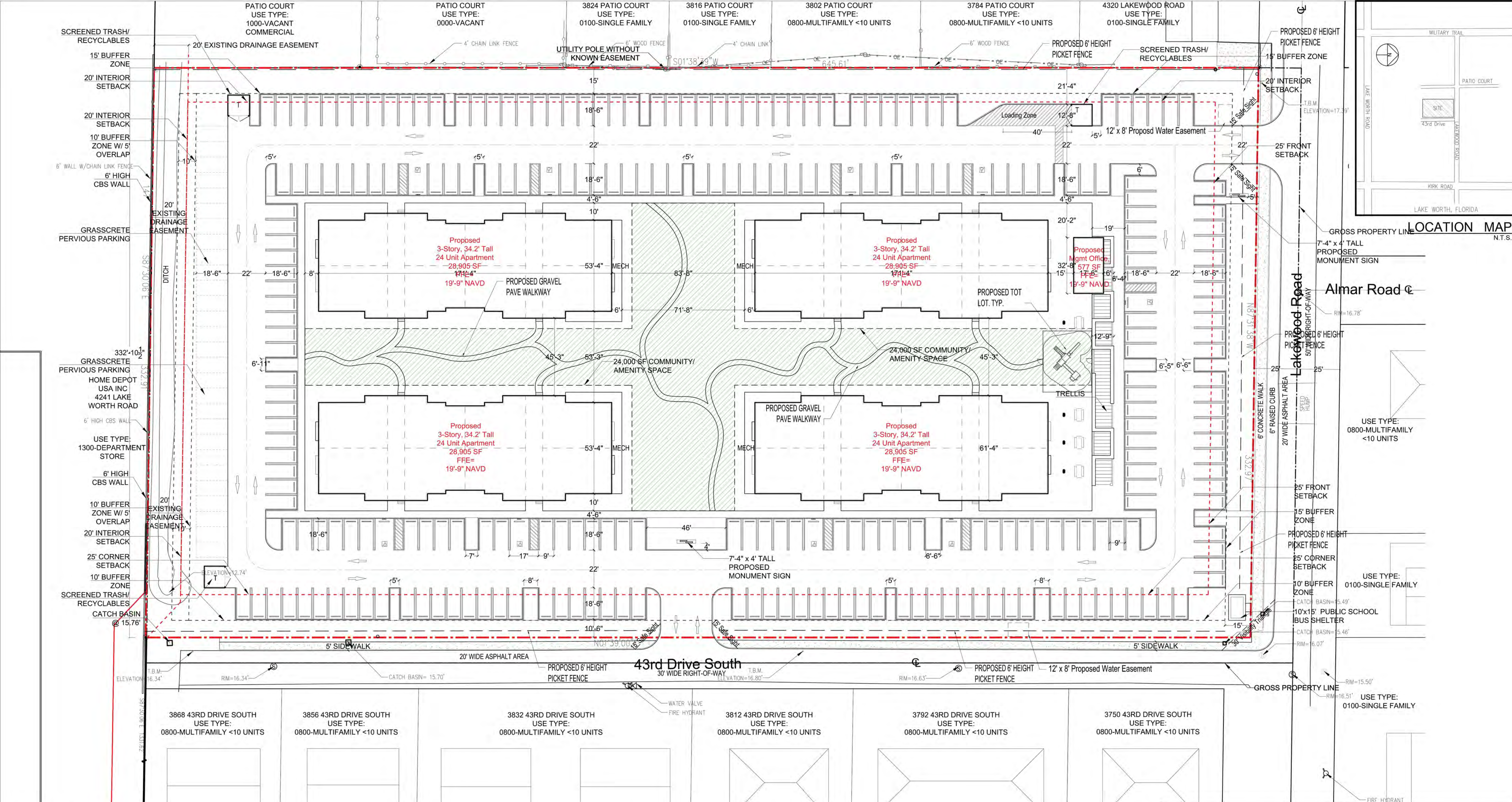
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SHEET TITLE

SITE PLAN A0-03

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SHEET OF



PROJECT DATA

4280 Lakewood Road Palm Springs, Florida

Site Area: 4.935 Acres/ 214,948 SF
Existing Zoning: CG- Commercial General
Proposed Zoning: Residential Multiple-Family (RM)
Proposed Future Land Use: High Density Residential (19 DU/Acre)
Parcel Control Number: 70-42-44-24-00-000-5030
CCRT Area: Narcissus- Gardenia Area
Tier: Urban/Suburban
Existing Land Use: VACANT
FEMA Floodzone: X500/ Zone B
Planning Studies: URA
Traffic Analysis Zone: 325

Gross Acreage by Land Use	Residential: 4.935
Total Number of Dwelling Units	96 Dwelling Units
Types of Dwelling Units	48- 2 Bedrooms 48- 3 Bedrooms
GSF of Residential	115,620 GSF
GSF of Management Office	577 GSF

Lot Size Gross Net	Lot Frontage	Lot Width	Lot Depth	Min Front Setback	Min Rear Setback	Min Side Setback (interior)	Min Side Setback (corner)	Max Lot Coverage	Proposed Asphalt Area	Proposed Concrete Area	Proposed Footprint Area	Proposed Impervious Area	Proposed Pervious Area
100 Feet Min	100 Feet Min	200 Feet Min	25 Feet Min	20 Feet Min	20 Feet Min	25 Feet Min	25 Feet Min	40% Max	81,713 SF	12,233 SF	39,113 SF	133,059 SF *	81,889 SF

Max Height	35 Feet
Max GFA	50% of Total Lot Area
Density	116,588 GSF 19 DUA= 101 Units

Required

3 Acre Min
100 Feet Min
200 Feet Min
25 Feet Min
20 Feet Min
20 Feet Min
25 Feet Min
40% Max

Proposed

5.353 Acres/ 233,175 SF
4.935 Acres/ 214,948 SF
145.75 Feet
332.96 Feet
645.75 Feet
83'-2"
77'-4"
89'
84'
16.8%
81,713 SF
12,233 SF
39,113 SF
133,059 SF *
81,889 SF

Required

Ac / % Lot Coverage:	40% NSF max. (1.97 Acres)
Ac / % Pervious:	45% min. (2.22 Acres)
Ac / % Impervious:	55% max. (2.71 Acres)
Ac / % Open Space:	35% GSF (1.87 Acres)
Ac / % Community/ Amenity Space:	20% of O.S. (.37 Acres)

Parking Required

Residential
2.5 Spaces/Unit (240 spaces)
+ 25% Visitors (60 spaces)
= 300 Spaces

Loading

1- 12' x 40' Loading Spaces

* Zoning Variance Approval

Code Section	Required	Proposed	Variance
Section 34-1329(1)(b) Parking Reduction	300 Spaces	286 Spaces	14 Spaces
Section 34-1328 Interior Drive Aisle	26' Drive Aisles	22' Drive Aisles	4'
Section 34-766(12) Maximum Impervious Space	55% Maximum	57%	2%

Proposed

.91 Acres
1.88 Acres
3.05 Acres *
1.92 Acres

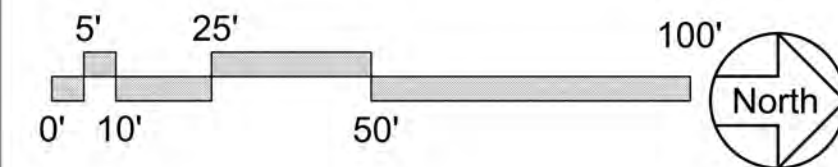
Parking Proposed

249 Spaces
+ 28 Pervious Parking
+9 Handicap
= 286 Spaces (2.98/Unit) *

1- 12' x 40' Loading Space

LANDSCAPING STANDARDS & REQUIREMENTS (Division 2, Secs 34-138 - 34-160)

GENERAL STANDARDS (Division 2, Sec. 34-161)	
1 TREE PER 1500 SF OF PARCEL	REQUIRED: 145 TREES PROVIDED: 153 TREES
OFF-STREET PARKING (Division 2, Sec. 34-161)	
20 FT OF LANDSCAPING PER 1 PARKING SPACE	REQUIRED: 6,000 SF PROVIDED: 6,600 SF REQUIRED: 30 SF PROVIDED: 41 SF
1 TREE PER 200 SF OF LANDSCAPE AREA	
REQUIRED BUFFERS (Division 2, Sec. 34-161)	
NORTH (Cat.5): 15' WIDE BUFFER, 1 TREE PER 20 LF, 3' MIN. HT. CONTINUOUS HEDGE	PROPERTY LENGTH: 333'-1" REQUIRED: 17 TREES PROVIDED: 17 TREES HEDGE: PROVIDED - 3'HT, 2 TIERS, MEANDER PROPERTY LENGTH: 332'-10-1/2" REQUIRED: 17 TREES PROVIDED: 17 TREES HEDGE: PROVIDED - 3'HT MIN
SOUTH (Cat.2): 10' BUFFER, 1 TREE PER 20 LF, 6' HT. (3' @ Planting) CONT. HEDGE, FENCE	PROPERTY LENGTH: 645'-9" REQUIRED: 32 TREES PROVIDED: 32 TREES HEDGE: PROVIDED - 3'HT, 2 TIERS, MEANDER PROPERTY LENGTH: 645'-6" REQUIRED: 32 TREES PROVIDED: 32 TREES HEDGE: PROVIDED - 3'HT MIN
EAST (Cat.6): 10' BUFFER, 1 TREE PER 20 LF, 6' HT. (3' @ Planting) CONT. HEDGE, FENCE	
WEST (Cat.3): 15' BUFFER, 1 TREE PER 20 LF, 6' HT. (3' @ Planting) CONT. HEDGE, FENCE	
FOUNDATION PLANTING	
25% OF LF OF FAÇADE FACING STREET SHALL BE PLANTED, MIN. 5' WIDE PLANTING BEDS	REQUIRED: 106LF (25% of 422 LF) PROVIDED: 300LF (71% of 422 LF)





4280 Lakewood
4280 Lakewood Road, Palm Springs, FL
33461

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Zoning Stamp

Amendment Stamp



Revision Dates

DATE	DESCRIPTION
09/22/2017	ARO
10/24/2017	REVISED PER VPS COMMENTS
11/16/2017	REVISED PER VPS COMMENTS
12/01/2017	REVISED PER VPS COMMENTS
12/05/2017	REVISED PER VPS COMMENTS

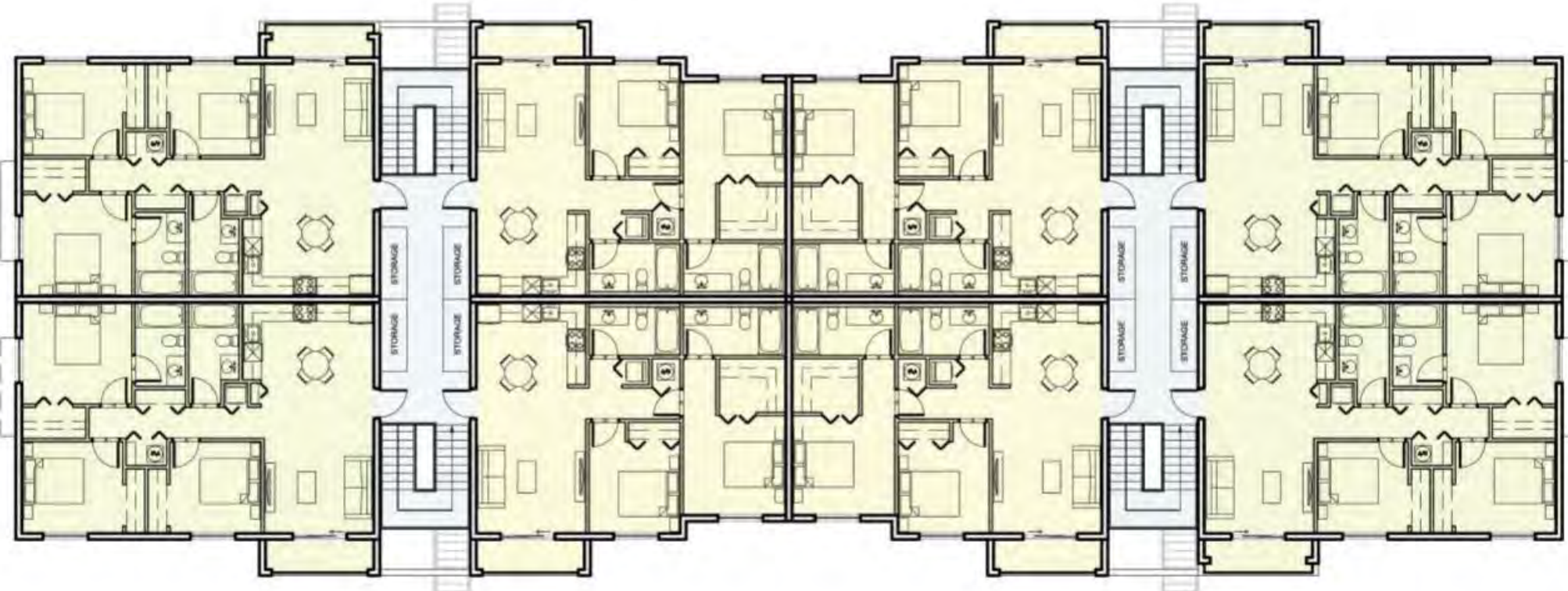
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SHEET TITLE

BUILDING & UNIT PLANS
A1-01

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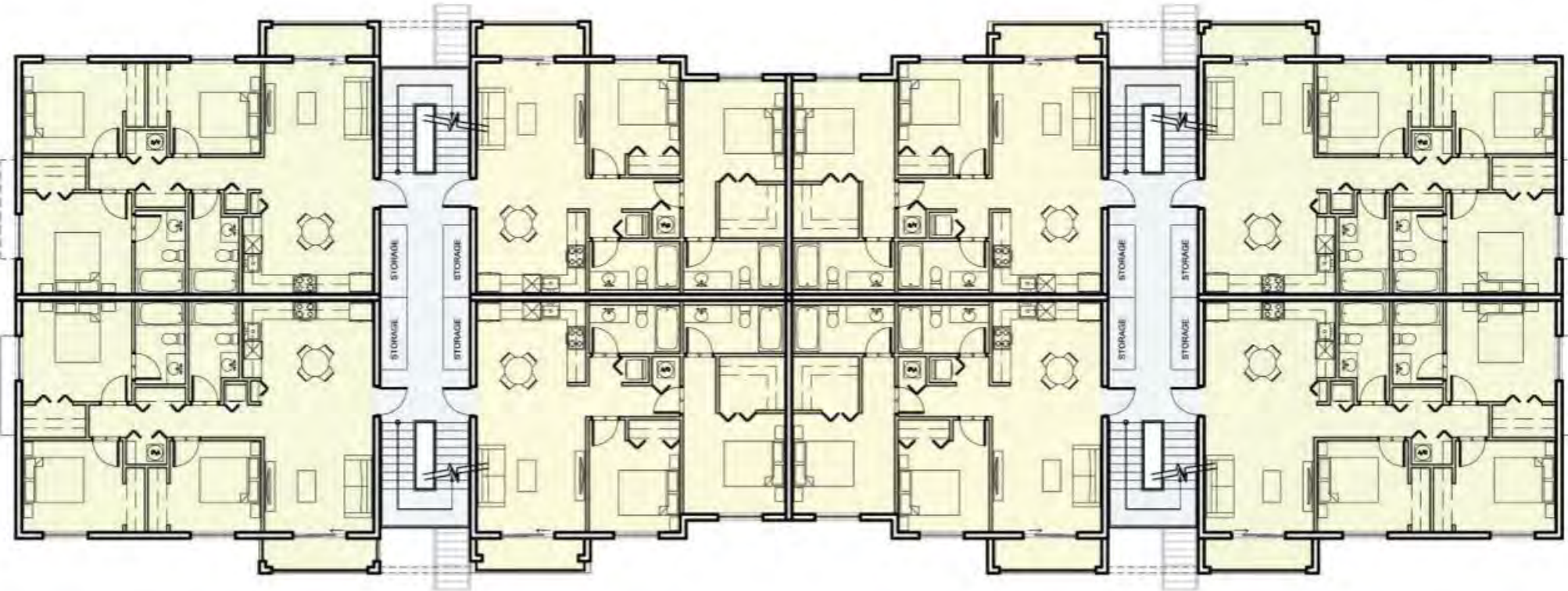
SHEET - OF -



TYPICAL BUILDING LEVEL 3 PLAN

Scale: 1/16" = 1'-0"

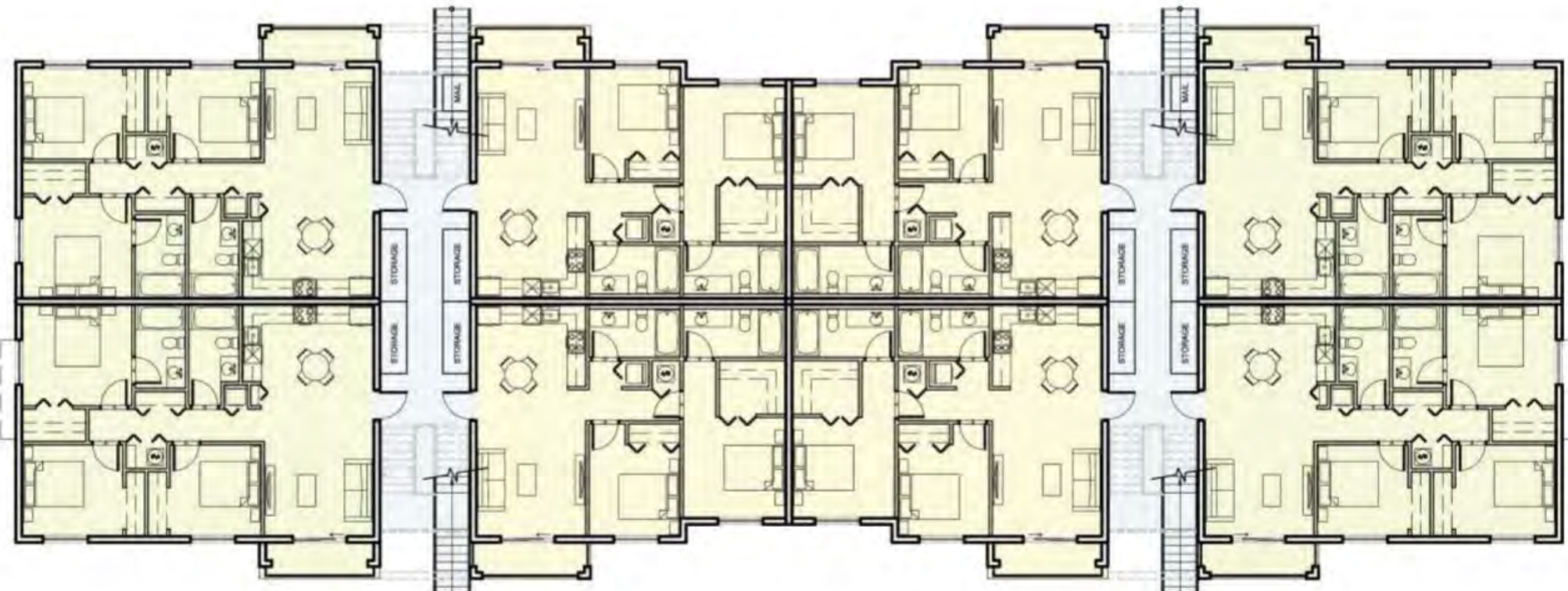
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TYPICAL BUILDING LEVEL 2 PLAN

Scale: 1/16" = 1'-0"

4



TYPICAL BUILDING LEVEL 1 PLAN

Scale: 1/16" = 1'-0"

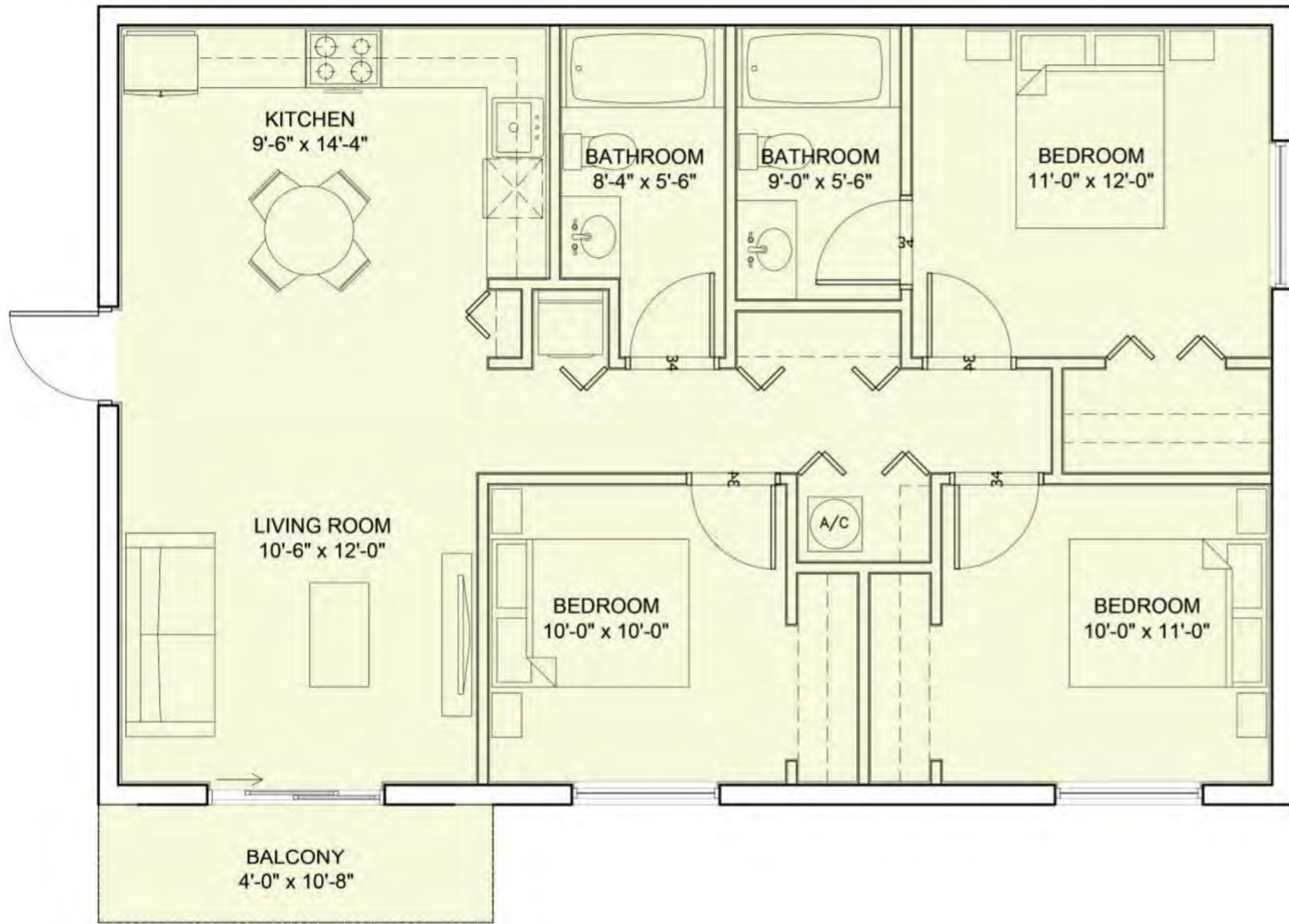
3



TWO BEDROOM UNIT, 920 GSF

Scale: 1/4" = 1'-0"

2



THREE BEDROOM UNIT, 1075 GSF

Scale: 1/4" = 1'-0"

1



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Revision Dates

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09/22/2017	ARQ
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SHEET TITLE

SITE ELEVATIONS
A2-01

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SHEET - OF -



SITE ELEVATION- WEST

Scale: 1" = 20'-0"

3



SITE ELEVATION- EAST

Scale: 1" = 20'-0"

2



SITE ELEVATION- SOUTH

Scale: 1" = 20'-0"

4



SITE ELEVATION- NORTH

Scale: 1" = 20'-0"

1



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Zoning Stamp



TYPICAL ELEVATION- EAST/WEST

Scale: N.T.S.

2



TYPICAL ELEVATION- N/S TYPE 2

Scale: N.T.S.

3



TYPICAL ELEVATION- N/S TYPE 1

Scale: N.T.S.

1

Amendment Stamp



Revision Dates	
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09/22/2017	ARO
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SHEET TITLE

TYPICAL BUILDING ELEVATIONS
A2-02

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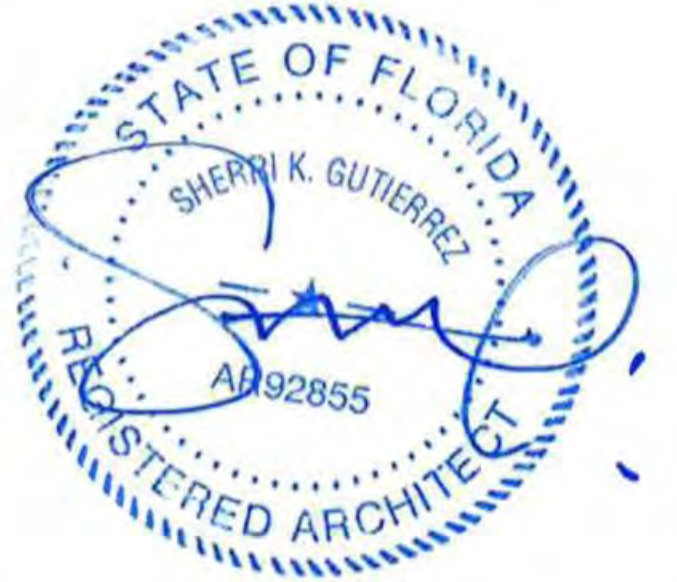
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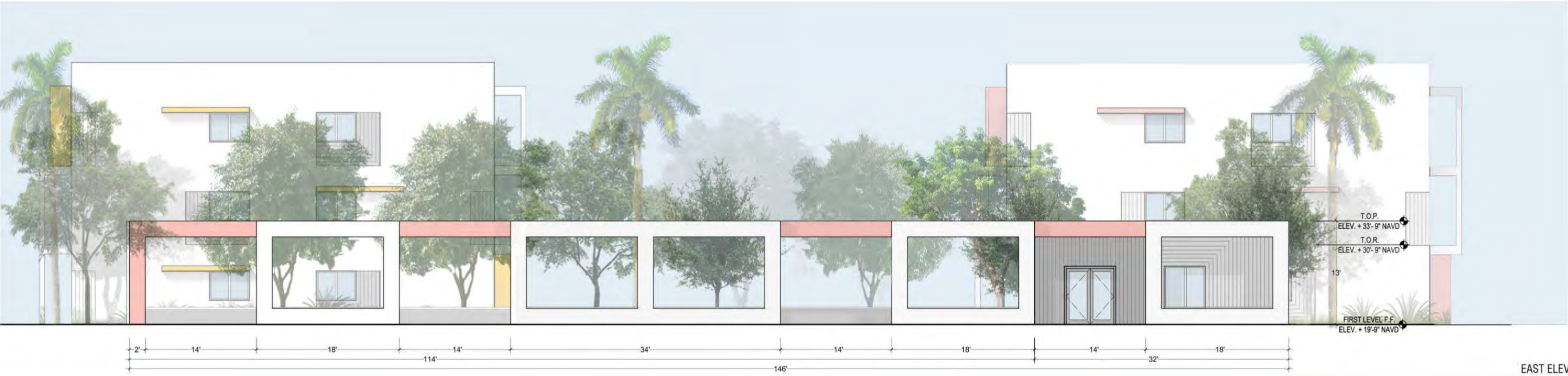
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SHEET TITLE

COMMUNITY CENTER ELEVATIONS A2.03

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SHEET OF



EAST ELEVATION 3



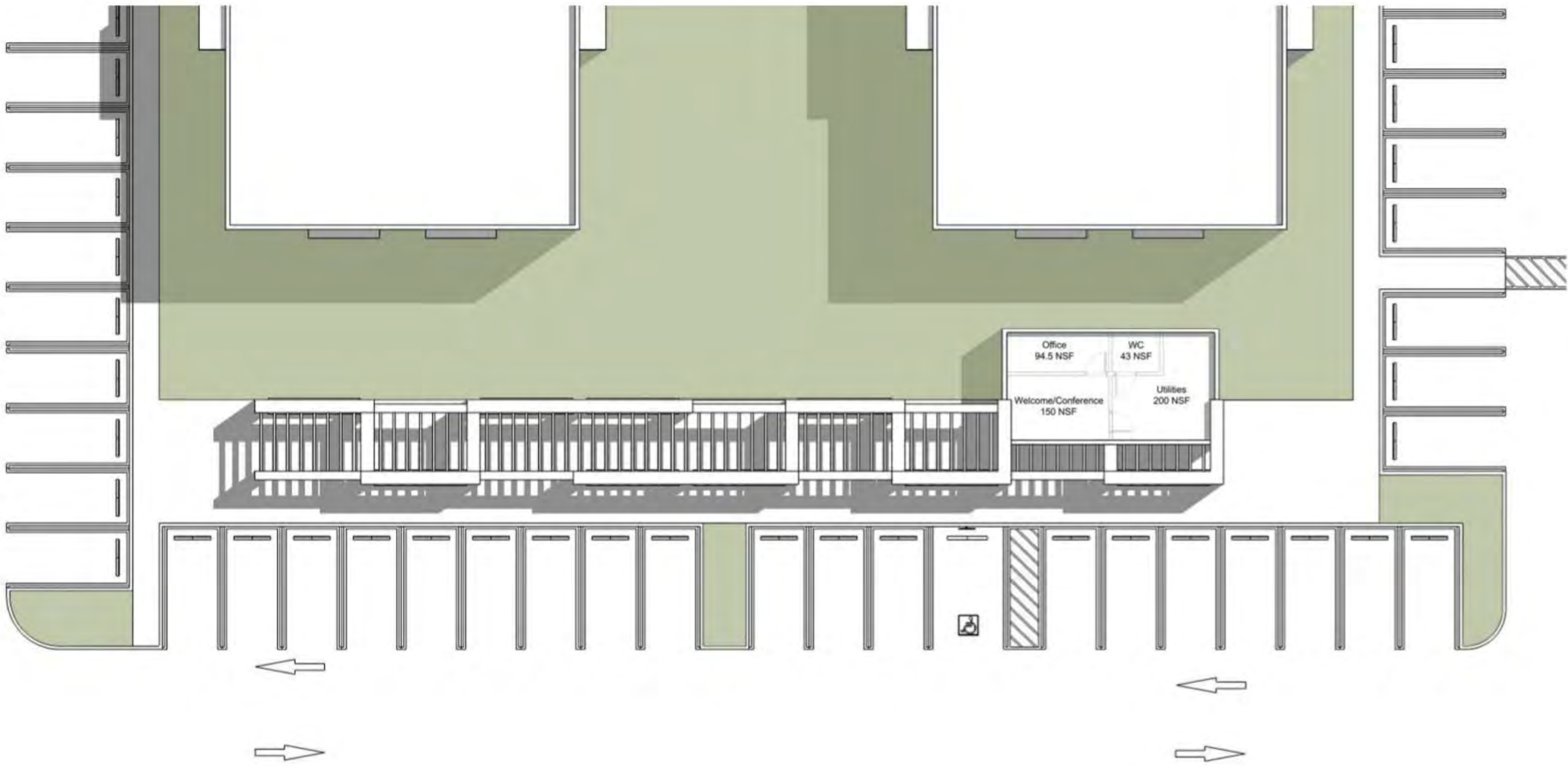
WEST ELEVATION 2



NORTH ELEVATION 5

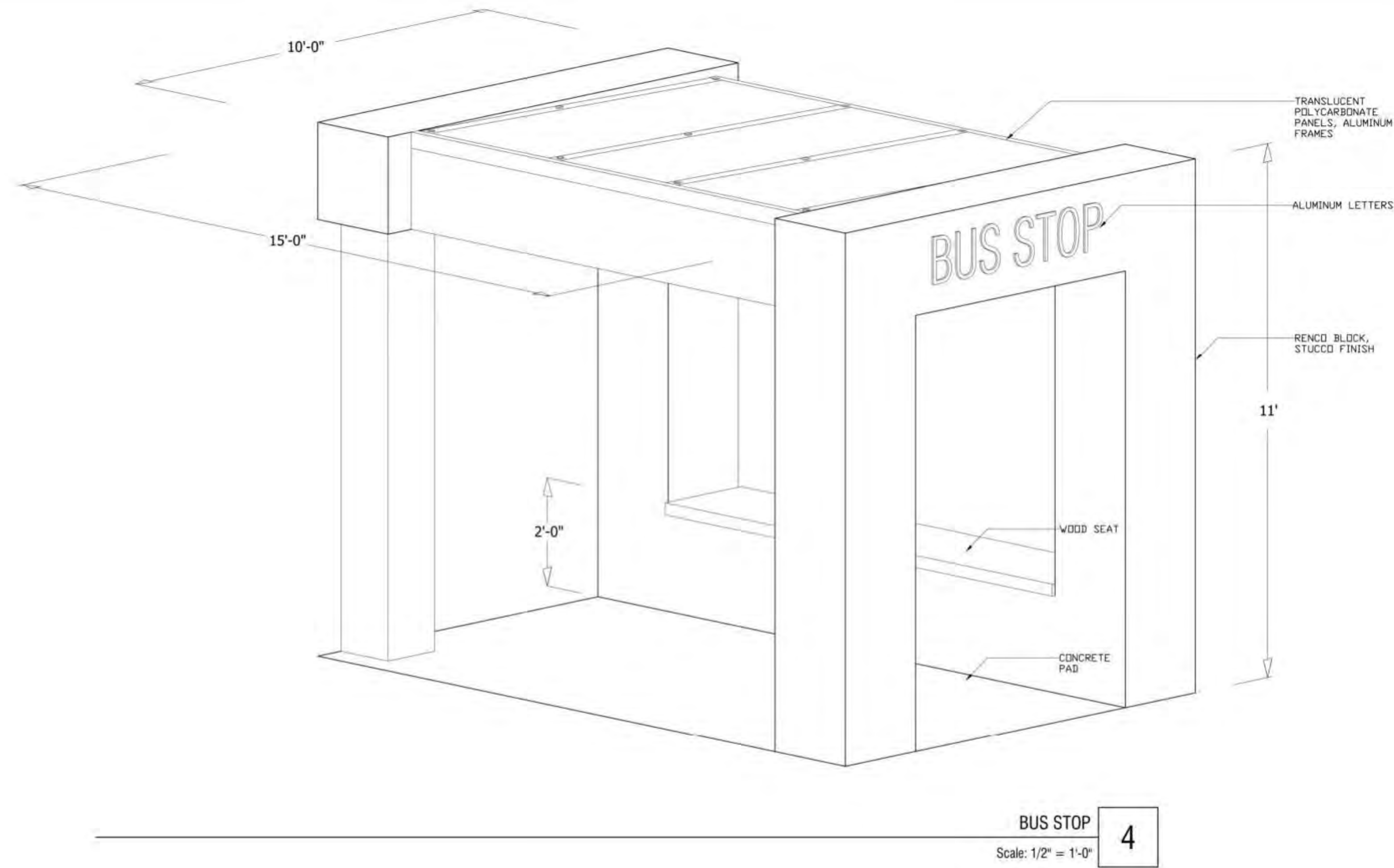


SOUTH ELEVATION 4



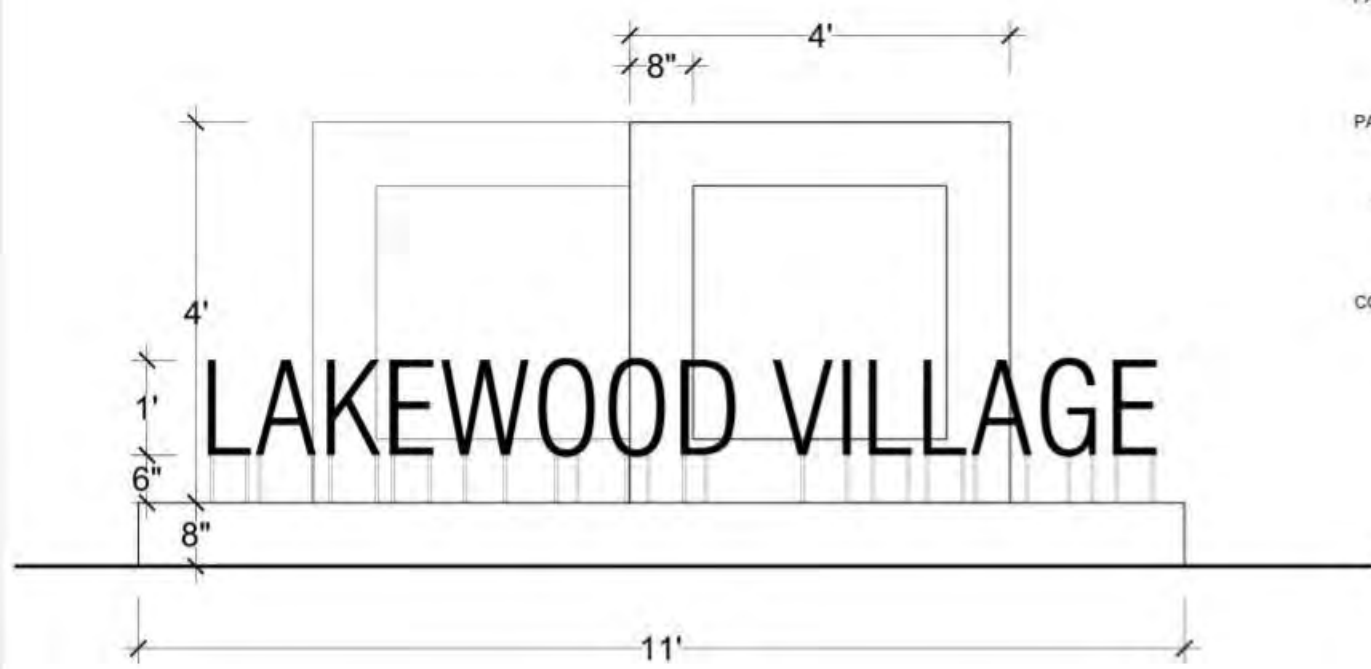
KEY PLAN 1





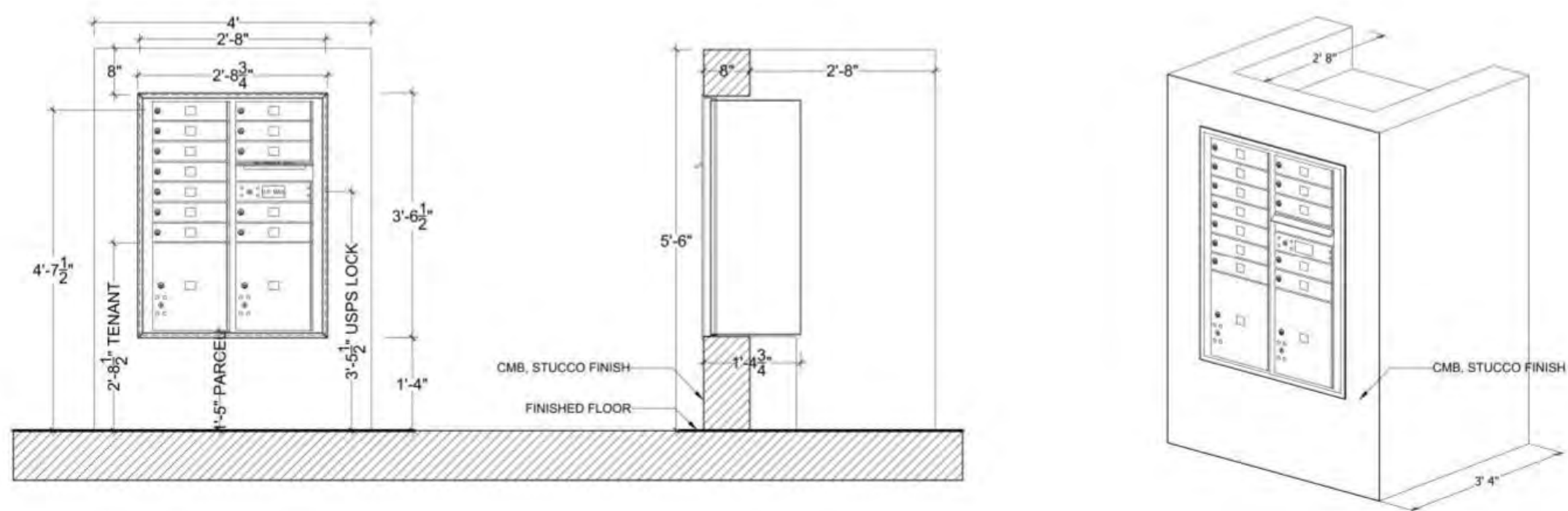
BUS STOP
Scale: 1/2" = 1'-0"

4



RESIDENTIAL MONUMENT SIGN
Scale: 1/2" = 1'-0"

3



TYPICAL MAILBOX
Scale: 1/2" = 1'-0"

2

PROPOSED
MONUMENT SIGN

MAILBOX LOCATION

MAILBOX LOCATION

MAILBOX LOCATION

MAILBOX LOCATION

PROPOSED
BUS STOP

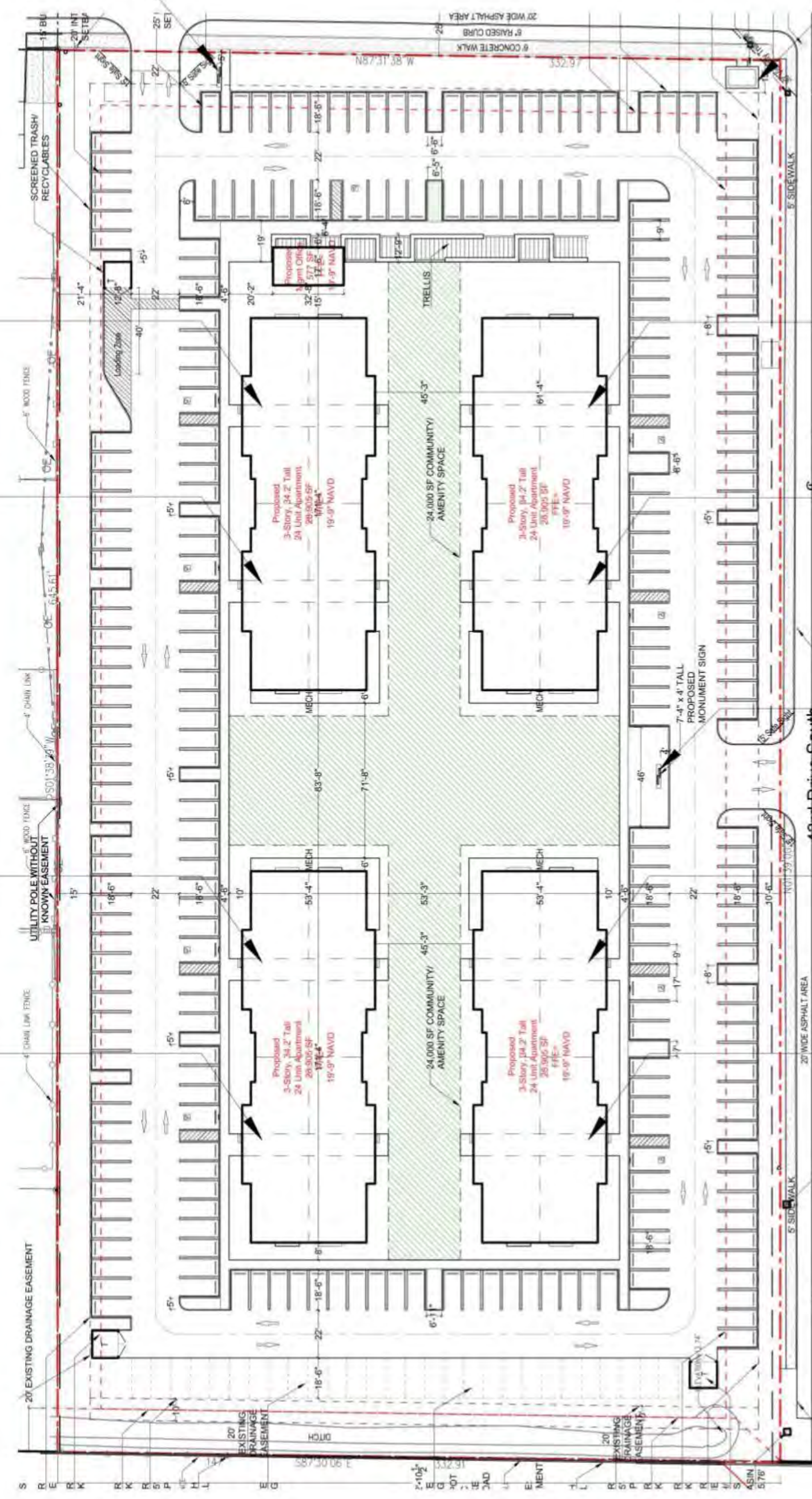
MAILBOX LOCATION

MAILBOX LOCATION

PROPOSED
MONUMENT SIGN

MAILBOX LOCATION

MAILBOX LOCATION



GENERAL LOCATION PLAN
Scale: 1" = 50'-0"

1



4280 Lakewood

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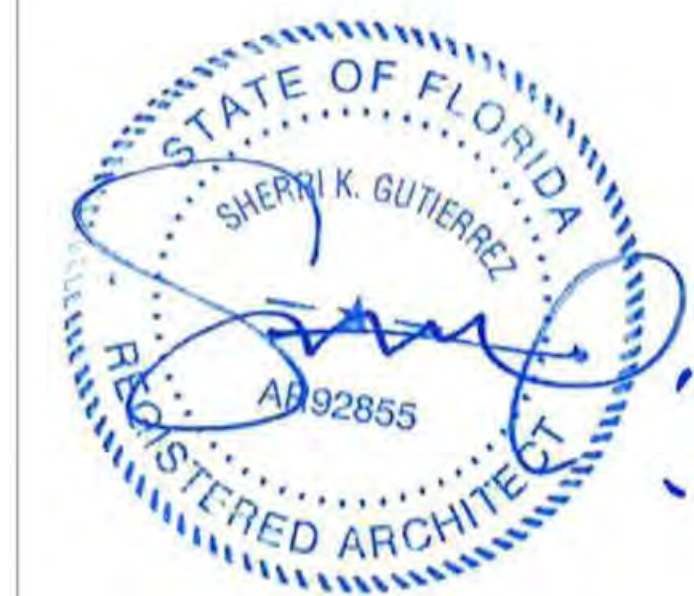
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Zoning Stamp

Amendment Stamp



Revision Dates

DATE	DESCRIPTION
09/22/2017	ARQ
10/24/2017	REVISED PER VPS COMMENTS
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SHEET TITLE

Site Details A3-01

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SHEET

OF



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MARK	DATE	DESCRIPTION
	09/22/2017	ARG
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SHEET TITLE

RENDERING
A4.01

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Revision Dates

08/22/2017 ARQ

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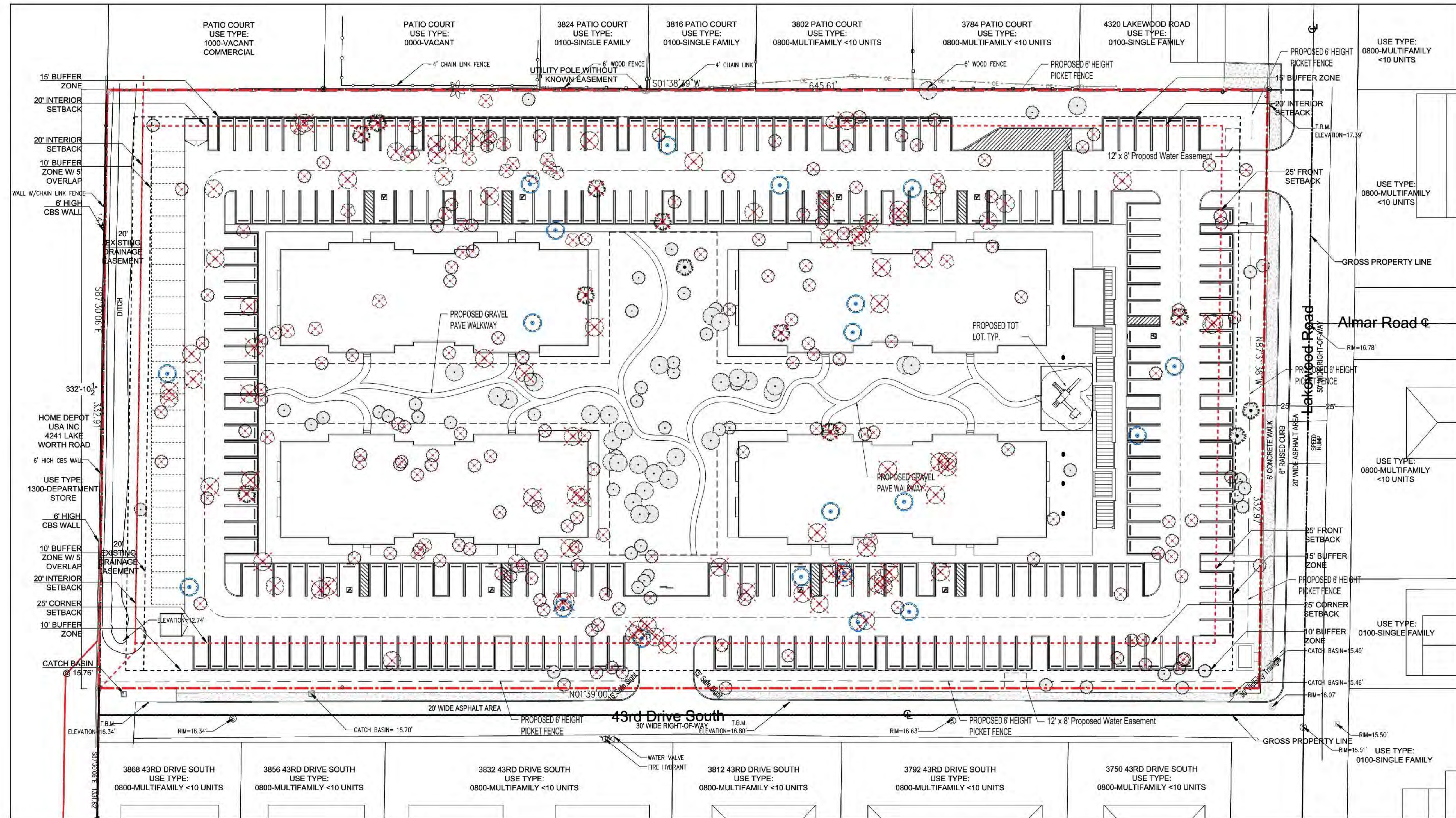
TREE DISPOSITION PLAN

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L1-00

SHEET

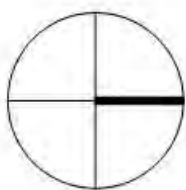
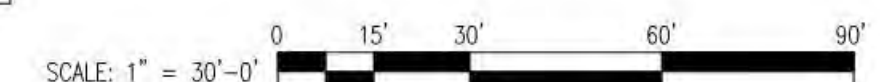
OF



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	DISPOSITION
	AA2	20		Acacia and size	E	Relocate
	AA1	31		Acacia and size	E	Remain
	OT3	12		Ornamental Tree	E	Remove
	AA3	71		Acacia and size	E	Remove
	PE1	51	Pinus	Pine	-	Remain
	PE2	142	Pinus	Pine	-	Remove
	RR	1	Roystonea regia	Royal Palm	E	Remain
	SS	3	Sabal palmetto	Cabbage Palmetto	E	Remain
	SP3	9	Sabal palmetto	Cabbage Palmetto	E	Remove
	SA3	30	Schefflera	Schefflera	E	Remove
	SQ3	1	Syagrus romancoffiana	Queen Palm	E	Remove

1 DISPOSITION PLAN
SCALE: 1"=30'-0"





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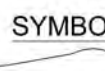
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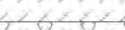
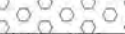
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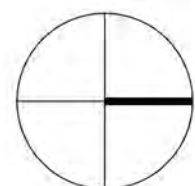
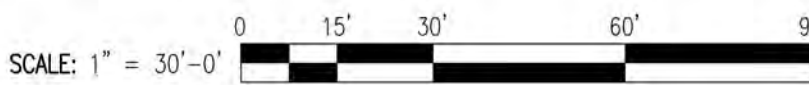
Zoning Stamp

Amendment Stamp

1 HARDSCAPE PLAN

SYMBOL	DESCRIPTION	QTY
	BUTTERFLY BASE PLAYGROUND STRUCTURE MODEL: BO-0006 MANUFACTURER: BELSON OUTDOORS MASTERFORMAT SPEC: 11 68 16	1
	PARKMASTER RECYCLED PLASTIC PICNIC TABLE - 6' LENGTH MODEL: PMB-6P01 MANUFACTURER: BELSON OUTDOORS MASTERFORMAT SPEC: 12 93 43	4

		32 EXTERIOR IMPROVEMENTS	
CODE	SYMBOL	DESCRIPTION	QTY
32-12-16		ITEM: Asphalt Paving APPLICATION: Vehicular Areas	81,848 sf
32-12-43		ITEM: Porous Flexible Paving APPLICATION: Overspill Parking PRODUCT: Drivable Grass (Grasscrete)	4,862 sf
32-12-43B		ITEM: Porous Flexible Paving APPLICATION: Courtyard Walkway PRODUCT: GrassPave2	2,668 sf
32-13-13		ITEM: Concrete Paving APPLICATION: Walkways FINISH: Brushed	9,424 sf
32-91-13		ITEM: Mulching APPLICATION: Planting Beds	75,348 sf



HARDSCAPE PLAN

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L1-10

SHEET

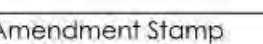


DEVELOPER & OWNER AGENT:
4280 Lakewood Road, LLC
5959 Blue Lagoon Drive, Suite 200
Miami, FL 33126
P 305-559-4900

CIVIL ENGINEER & LAND SURVEY:
Engenuity Group, Inc.
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West Palm Beach, FL 33409
P: 561-655-1151

LANDSCAPE ARCHITECT:
ARQUITECTONICA GEO
2900 Oak Avenue
Miami, Florida 33133
305.372.1812 TEL
305.372.1175 FAX
www.arquitectonica.com

Doning Stamp



SCALE: 1"=30'-0"

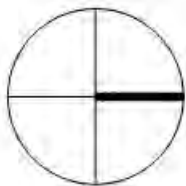
LANDSCAPING STANDARDS & REQUIREMENTS <i>(Division 2, Secs 34-138 - 34-160)</i>	
GENERAL STANDARDS <i>(Division 2, Sec. 34-161)</i>	
1 TREE PER 1500 SF OF PARCEL	REQUIRED: 145 TREES PROVIDED: 153 TREES
OFF-STREET PARKING <i>(Division 2, Sec. 34-161)</i>	
20 FT OF LANDSCAPING PER 1 PARKING SPACE	REQUIRED: 6,000 SF PROVIDED: 6,600 SF REQUIRED: 30 SF
1 TREE PER 200 SF OF LANDSCAPE AREA	PROVIDED: 41 SF
REQUIRED BUFFERS <i>(Division 2, Sec. 34-161)</i>	
NORTH <i>(Cat.5)</i> : 15' WIDE BUFFER, 1 TREE PER 20 LF, 3' MIN. HT. CONTINUOUS HEDGE	PROPERTY LENGTH: 333'-1" REQUIRED: 17 TREES PROVIDED: 17 TREES HEDGE: PROVIDED - 3'HT, 2 TIERS, MEANDER
SOUTH <i>(Cat.2)</i> : 10' BUFFER, 1 TREE PER 20 LF, 6' HT. (3' @ Planting) CONT. HEDGE, FENCE	PROPERTY LENGTH: 332'-10-1/2" REQUIRED: 17 TREES PROVIDED: 17 TREES HEDGE: PROVIDED - 3'HT MIN
EAST <i>(Cat.6)</i> : 10' BUFFER, 1 TREE PER 20 LF, 6' HT. (3' @ Planting) CONT. HEDGE, FENCE	PROPERTY LENGTH: 645'-9" REQUIRED: 32 TREES PROVIDED: 32 TREES HEDGE: PROVIDED - 3'HT, 2 TIERS, MEANDER
WEST <i>(Cat.3)</i> : 15' BUFFER, 1 TREE PER 20 LF, 6' HT. (3' @ Planting) CONT. HEDGE, FENCE	PROPERTY LENGTH: 645'-6" REQUIRED: 32 TREES PROVIDED: 32 TREES HEDGE: PROVIDED - 3'HT MIN
FOUNDATION PLANTING	
25% OF LF OF FAÇADE FACING STREET SHALL BE PLANTED, MIN. 5' WIDE PLANTING BEDS	REQUIRED: 106LF (25% of 422 LF) PROVIDED: 300LF (71% of 422 LF)

TREE SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CAL
	AA2	20	Relocated	Acacia and size	Varies	Varies	16" min.
	AA1	31	Remain	Acacia and size	Varies	Varies	16" min.
	BS	20	Bursaria sinanubia	Gumbo Limbo	15' OA	10'	2" min
	PE1	51	Pinus Remain	Pine	Varies	Varies	16"
	QV	15	Quercus virginiana 5' Clear trunk min.	Southern Live Oak	15' - 12'	10' - 12'	2" min
	TD10	5	Taxodium distichum	Bald Cypress	10' OA	8'	Y
	TD12	5	Taxodium distichum	Bald Cypress	12' OA	10'	2" min
	TD3	5	Taxodium distichum	Bald Cypress	8' OA	6'	Y

PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CAL
	SS15	40	Sabal palmetto Characae Sabals, Cocaine, S-cone	Cabbage Palmetto	15' OA	6' - 8'	Y
	SS20	37	Sabal palmetto Top: 1/3 booted	Cabbage Palmetto	20' OA	6' - 8'	Y
	SS30	32	Sabal palmetto Top 1/3 booted	Cabbage Palmetto	30'	8'	Y
UNDERSTORY TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	CAL
	CO	29	Chrysophyllum oliviforme Apostle leaf	Satinleaf	12' OA	8'	2" min
	CD	28	Coccoloba diversifolia Standard	Pigeon Plum	8'-12' OA	8'	2" min
	MC	38	Myrciades triflora 45 gal. bush	Simpson's Stopper	12' OA	6'	2" min

SHRUB & GCVR SCHEDULE				
NO. OF SPECIES	SHRUBS	32,039 sf		
	Chrysobalanus icaco / Coco Plum	109	5% 3' 60" oc	
	Erythrina herbacea / Coral Tree	169	5% 3' 48" oc	
	Eugenia axillaris / White Stopper	109	5% 6' 60" oc	
	Forestiera segregata / Florida Privet	109	5% 6' 60" oc	
	Hamelia patens / Fire Bush	169	5% 3' 48" oc	
	Ilex cassine / Dahoon Holly	169	5% 3' 48" oc	
	Myrciethnes fragrans / Tenberry	109	5% 6' 60" oc	
	Myrica corifera / Wax Myrtle	109	5% 6' 60" oc	
	Myrsine cubana / Guianese Colicwood	169	5% 3' 48" oc	
	Sesuvium repens / Saw Palmetto	169	5% 3' 48" oc	
	Psychotria nervosa / Wild Coffee	169	5% 3' 48" oc	
	GROUNDCOVERS	2,273 sf		
	Acrostichum danaeifolium / Leather Fern	15	10% 1.5' 48" oc	
	Canna flaccida / Yellow Canna	27	10% 1.5' 36" oc	
	Crunum americanum / Seven Sisters	60	10% 1.5' 24" oc	
	Tripsacum dactyloides / Fiskalatchee Grass	27	10% 1.5' 36" oc	
	Zamia integrifolia / Coortie	27	10% 1.5' 36" oc	
	SOD	22,898 sf		
	Paspalum vaginatum / Seashore Paspalum		flat	



	09/22/2017	ARQ
MARK	DATE	DESCRIPTION
PROJECT NO:	0000	
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SHEET TITLE		

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SHEET - OF -



4280 Lakewood
4280 Lakewood Road, Palm Springs, FL
33461

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New Light Fellowship, Inc.
901 Northpoint Parkway, Suite 308
West Palm Beach, FL 33407

DEVELOPER & OWNER AGENT:
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CONSTRUCTION:
Coastal Construction of Palm Beach
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Miami, FL 33126
P: 305-559-4900

Zoning Stamp



Amendment Stamp

Revision Dates

08/22/2017	ARQ
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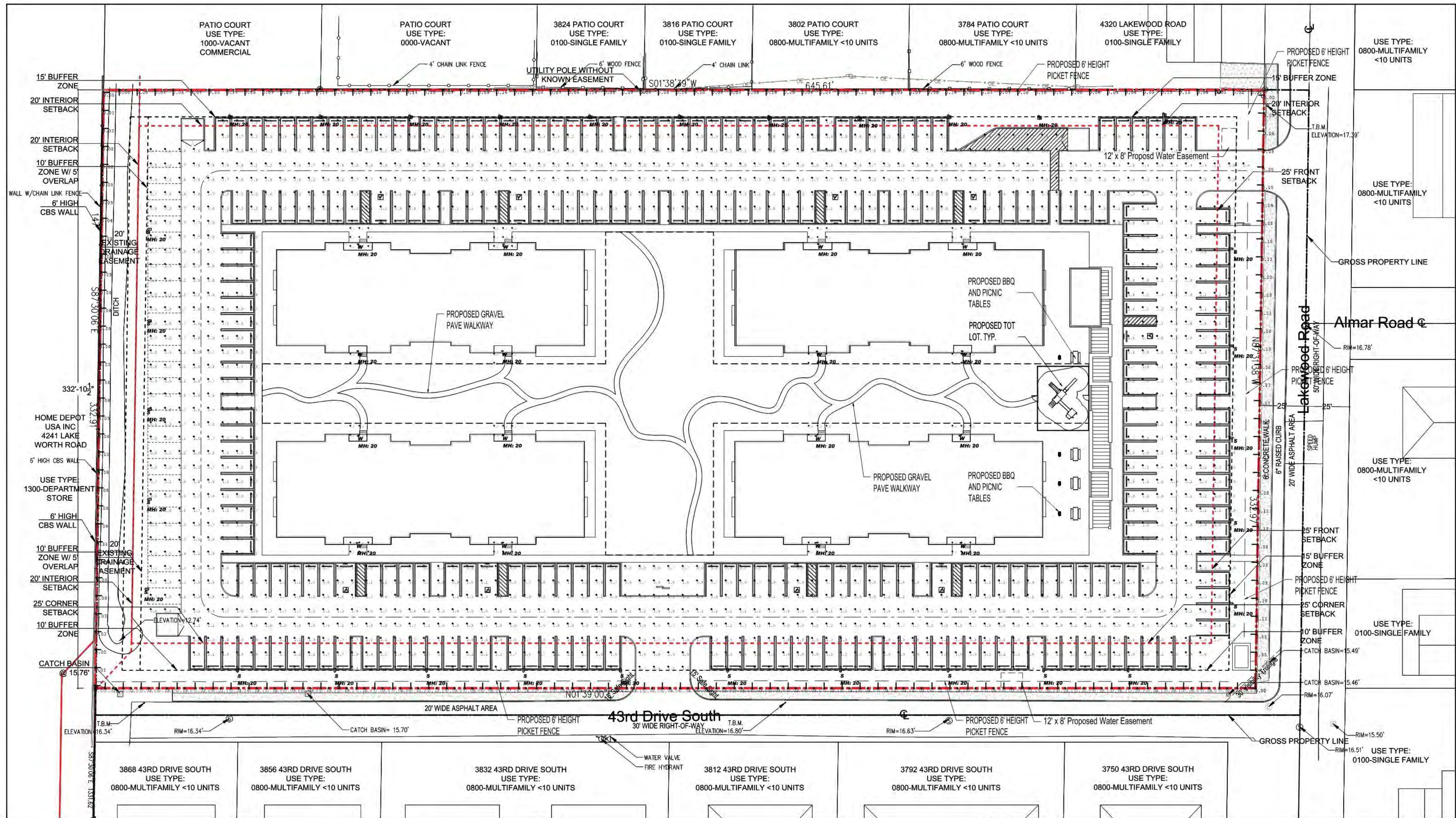
PHOTOMETRIC PLAN

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L1-30

SHEET

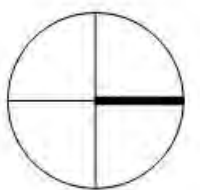
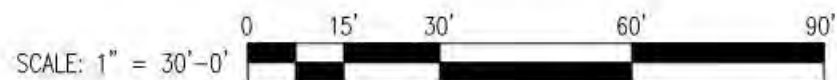
OF



Luminaire Schedule							
Symbol	Qty	Label	Arrangement	[MANUFAC]	Description	Lum. Lumens	LLF Lum. Watts
	31	S	SINGLE	U.S. ARCHITECTURAL LIGHTING	RZR-M-IV-FT-48PLED-525mA-NW-HS	6127	0.860 80.9
	16	W	SINGLE	BEGA Converted by LUMCat V 20.10.2016	22 360	1024	0.860 20.5

Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min		
BUILDING ENTRANCES	Illuminance	Fc	1.29	1.8	0.7	1.84	2.57		
N-E-W SPILL HORIZONTAL	Illuminance	Fc	0.07	0.15	0.00	N.A.	N.A.		
N-E-W SPILL VERTICAL	Illuminance	Fc	0.10	0.20	0.01	10.00	30.00		
S SPILL	Illuminance	Fc	0.10	0.24	0.00	N.A.	N.A.		
S SPILL VERTICAL	Illuminance	Fc	0.12	0.30	0.01	12.00	30.00		
SITE	Illuminance	Fc	1.40	2.6	0.4	3.50	6.50		

1 PHOTOMETRIC PLAN
SCALE: 1"=30'-0"



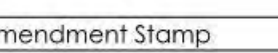


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ining Stamp

LAKEWOOD ROAD ELEVATION

2-00



CIVIL PLANS
FOR
4280 LAKEWOOD RD APARTMENTS
DECEMBER 2017

PREPARED FOR:
1019 INTERESTS, LLC



SECTION 24, TOWNSHIP 44S, RANGE 42E
LOCATION MAP
N.T.S.

DRAWING INDEX:

- C-1 COVER SHEET
- C-2 PAVING, GRADING AND DRAINAGE PLAN
- C-3 WATER AND SEWER PLAN
- C-4 PAVING, GRADING AND DRAINAGE DETAIL
- C-5 AUTOTURN ANALYSIS

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WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

DATE	DECEMBER 2017	NO. SHEET	C-1
DRAWN	KMR		C-5
PROJECT ENGINEER	CEG		
PROJECT MANAGER	CEG		
CHECKED	ACS		
			JOB NO. 17089.01



**Know what's below.
Call before you dig.**



Know what's below.
Call before you dig.

EXISTING

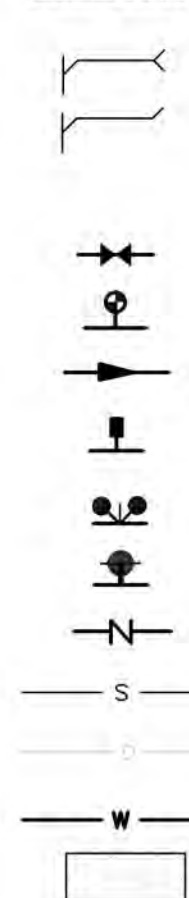


MEASURED ELEV. ± 0.00
SANITARY MANHOLE
STORM MANHOLE
CLEANOUT
FIRE HYDRANT
CHAIN LINK FENCE
GATE VALVE
WATER METER
CATCH BASIN
STREET LIGHT
TREE
INFORMATION SIGN
DRAINAGE FLOW DIRECTION
CHECK VALVE
PAVERS
GUY WIRE
HANDICAPPED PARKING
MAILBOX
ELECTRIC BOX

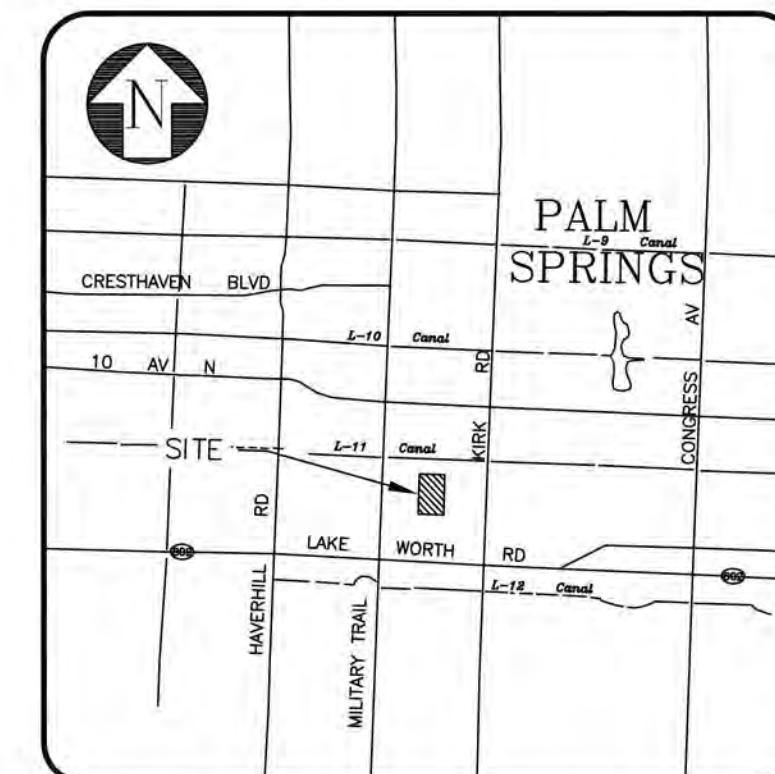
UTILITY POLE

BIC BURIED CABLE TV
BE BURIED ELECTRIC
BFC BURIED FIBEROPTIC
BT BURIED TELEPHONE
GAS GAS
OHC OVERHEAD CABLE TV
OE OVERHEAD ELECTRIC
OFC OVERHEAD FIBEROPTIC
OHT OVERHEAD TELEPHONE
E-SWP SANITARY
DRH STORM
WTR WATER

PROPOSED

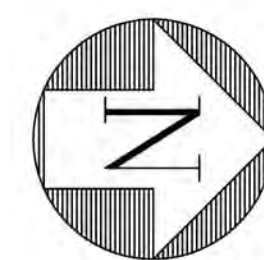


DUAL SANITARY SERVICE
SINGLE SANITARY SERVICE
VALVE
SAMPLE POINT
REDUCER
SINGLE WATER SERVICE
DUAL WATER SERVICE
FIRE HYDRANT
CHECK VALVE
SANITARY
STORM
WATER
CONCRETE



SECTION 24, TOWNSHIP 44S, RANGE 42E

LOCATION MAP
N.T.S.



GRAPHIC SCALE
0 30' 45' 60'
SCALE: 1"=30'

LEGEND:
ABBREVIATIONS

ELEV.	ELEVATION
INV	INVERT
EXIST.	EXISTING
TYP	TYPICAL
FT	FEET OR FOOT
LF	LINEAR FEET
N	NORTH
S	SOUTH
E	EAST
W	WEST
R	RADIUS
R/W	RIGHT OF WAY
O.R.B.	OFFICIAL RECORD BOOK
ROP	REINFORCED CONCRETE PIPE
P.B.	PLAT BOOK
WM	WATERMAIN
U.E.	UTILITY EASEMENT
A.E.	ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
CL	CENTERLINE
PL	PROPERTY LINE
CAP	CORRUGATED ALUMINUM PIPE
PVC	POLYVINYL CHLORIDE
FL	FLOW LINE
OD	OUTSIDE DIAMETER
CY	CUBIC YARD
SF	SQUARE FEET
SY	SQUARE YARD
WWF	WELDED WIRE FABRIC
HDPE	HIGH DENSITY POLYETHYLENE
CMP	CORRUGATED METAL PIPE
VCP	VITRIFIED CLAY PIPE

LAND PROJECTS R2\17089.01 4280 LAKEWOOD RD. APARTMENTS\17089.01 WSDWG 12/1/2017

DATE 12/5/17

DRAWN KMR

PROJECT CEG

CHECKED C-3

C-5

JOB NO. 17089.01

4280 LAKEWOOD ROAD APARTMENTS
VILLAGE OF PALM SPRINGS, FLORIDA
WATER AND SEWER PLAN

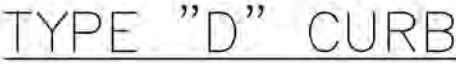
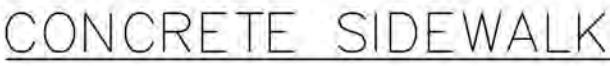


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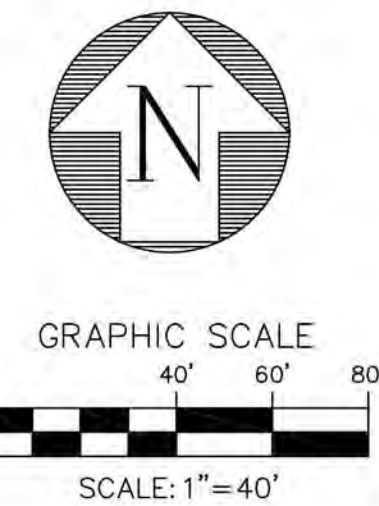
NOTE: ALL SIDEWALKS SHALL MEET ADA STANDARDS.
SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%.
SIDEWALK LONGITUDINAL SLOPE SHALL NOT EXCEED 5%

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No. 70872

4280 LAKEWOOD ROAD APARTMENTS
VILLAGE OF PALM SPRINGS, FLORIDA
PAVING, GRADING AND DRAINAGE DETAILS

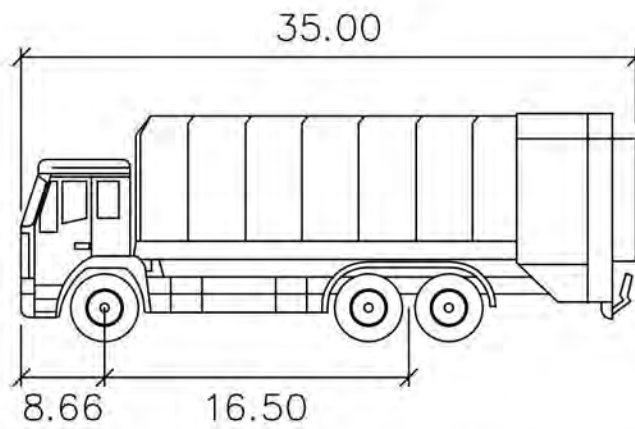


12/5/17	DATE	
KMR	DRAWN	
CEG	PROJECT ENGINEER	
CEG	PROJECT MANAGER	
ACS	CHECKED	
— 1111111111 — C-4 C-5		JOB NO. 17089.01



Technical drawing of a truck chassis showing dimensions: 43.00 (total length), 7.00 (wheelbase), and 22.00 (rear overhang).

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 33.3



```
WPB Garbage Truck 1
Width      : 9.00
Track      : 9.00
Lock to Lock Time : 6.0
Steering Angle : 38.5
```

DATE	12/5/17
DRAWN	KMR
PROJECT ENGINEER	CEG
PROJECT MANAGER	CEG
CHECKED	ACS

17089.01

C-5
C-5

JOB NO.
17089.01

4280 LAKEWOOD ROAD APARTMENTS
WEST PALM BEACH COUNTY, FLORIDA
AUTOTURN ANALYSIS

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group inc.

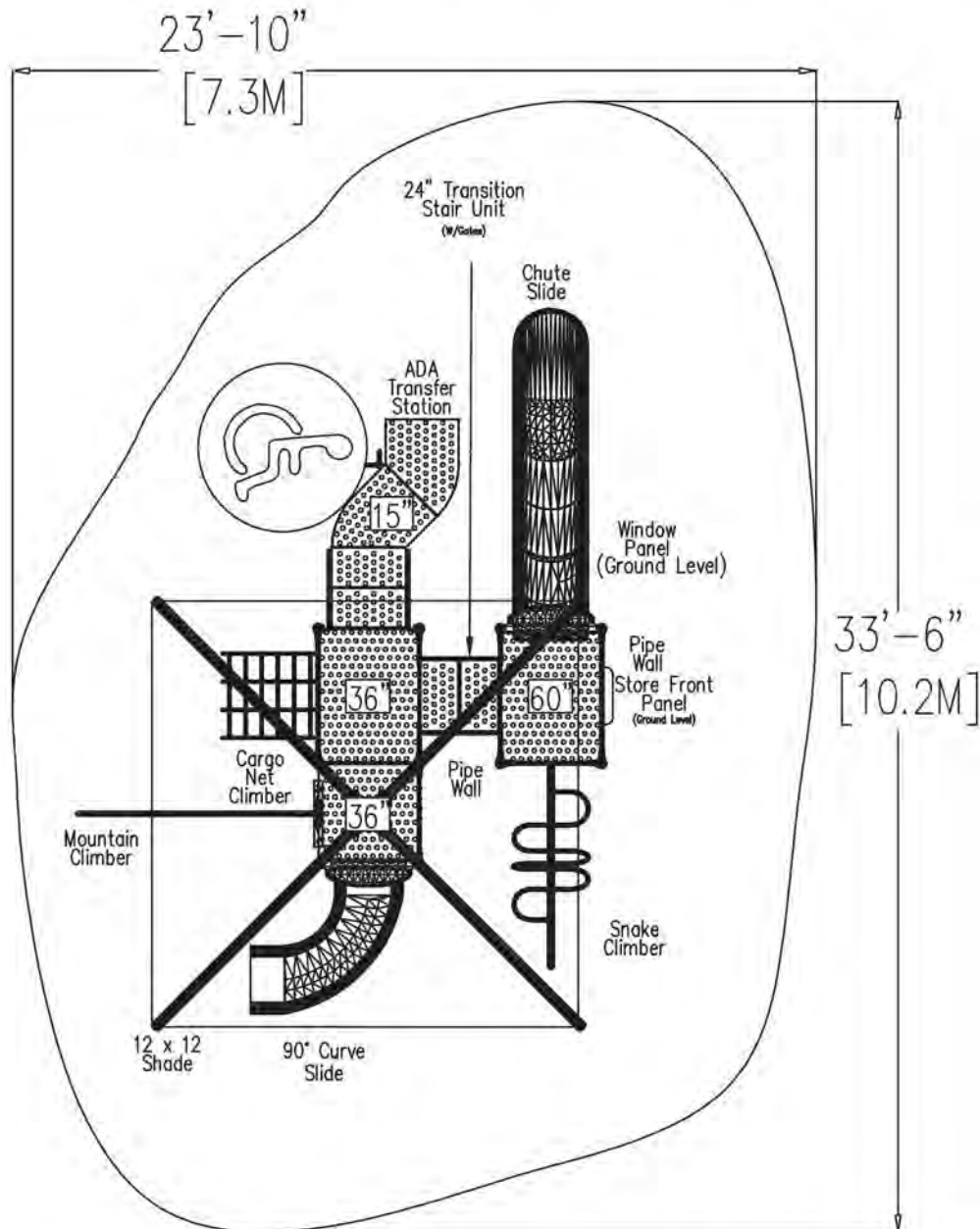
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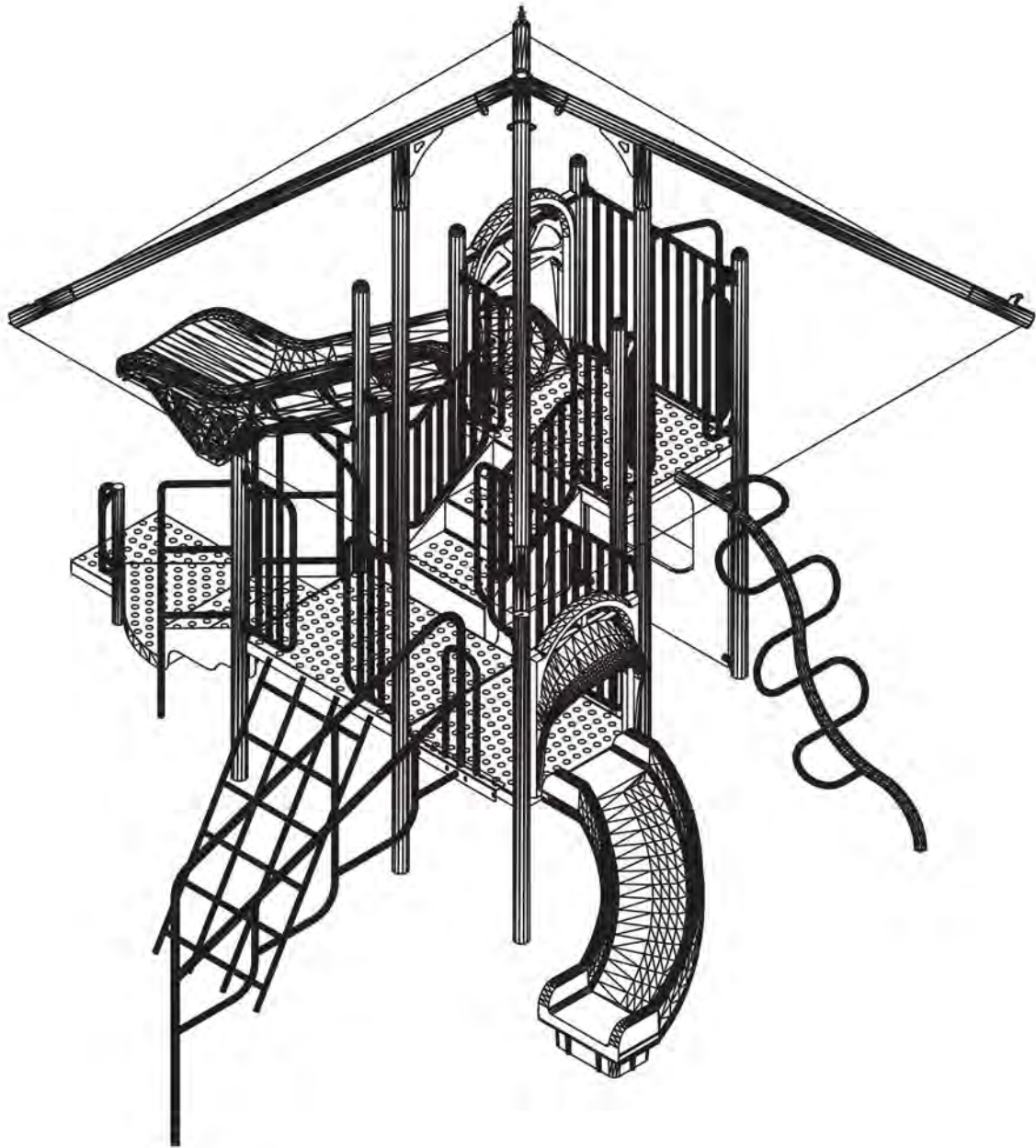
REVISIONS		
NO.	DATE	REMARKS BY

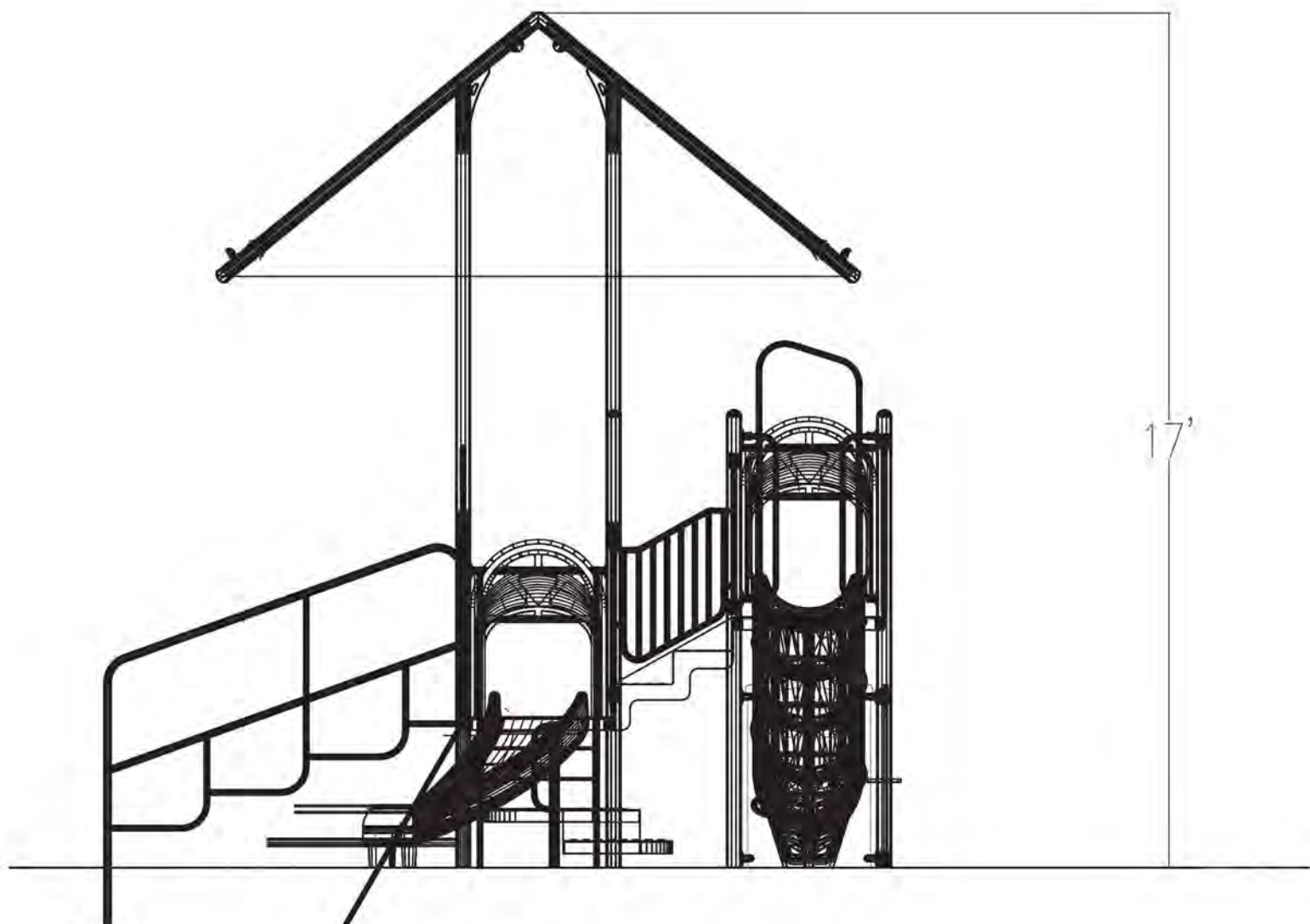
Model # BO-0006

Dimension Sheet

BUTTERFLY BASE PLAYGROUND STRUCTURE

- ACTUAL UNIT SIZE - 22' x 12'
- MIN. USE ZONE - 34' x 24'
- SURFACE AREA - 628 Sq. Ft.
- CHILD CAPACITY - 28
- AGE RANGE - 2-12
- 4' LANDSCAPE TIMBERS - 24
- FALL HEIGHT - 5'









Principal Plant and General Offices
111 North River Road
P.O. Box 207
North Aurora, IL 60542-0207

Toll Free: 1-800-323-5664
Phone: 1-630-897-8489
Fax: 1-630-897-0573
Web Site: www.belson.com

PARK MASTER

Thank you for buying a BELSON OUTDOORS quality product.

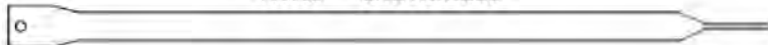
INDEX

- 1) FRAME KIT CONTENTS
- 2) LUMBER CONTENTS AND WOOD DRILLING INST.
- 3) RECYCLED PLASTIC TABLE ASSEMBLY INST.
- 4) RECYCLED PLASTIC TABLE (CONTINUED)

PMB-WF or PMG-WF FRAME KIT CONTENTS:

(2) SUPPORT BRACE

700083 BLACK
700082 GALVANIZED



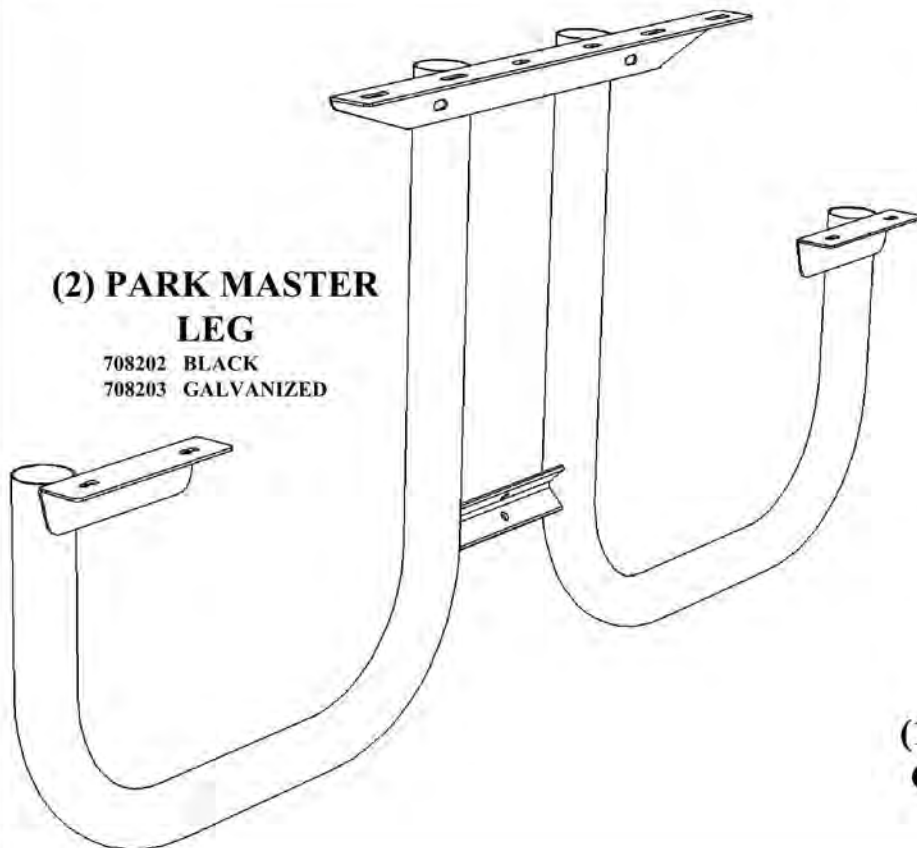
(1) HARDWARE BAG

702301



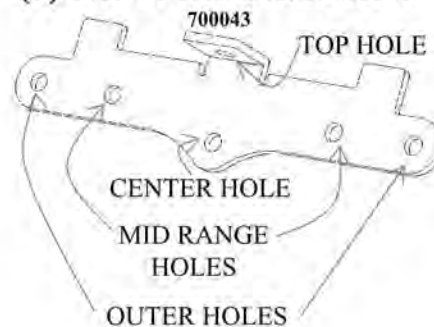
(2) PARK MASTER LEG

708202 BLACK
708203 GALVANIZED



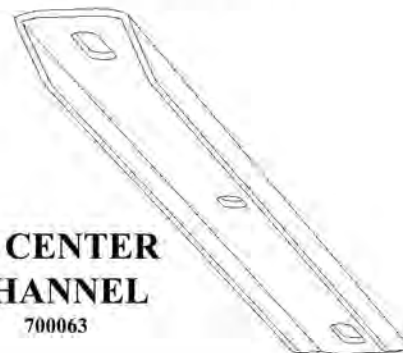
(1) CENTER BRACKET

700043



(1) CENTER CHANNEL

700063



BELSON PRE CUT & PRE DRILLED LUMBER KIT

LUMBER KIT CONTENTS:

CENTER (1)	◦	◦	◦	◦	◦	◦	◦	NO MITERED CORNERS, 5 HOLES
SIDE (2)	◦	◦	◦	◦	◦	◦	◦	2 MITERED CORNERS, 5 HOLES
SEAT (2)	◦	◦	◦	◦	◦	◦	◦	4 MITERED CORNERS, 4 HOLES (5 th HOLE FOR PLASTIC MODELS ONLY)

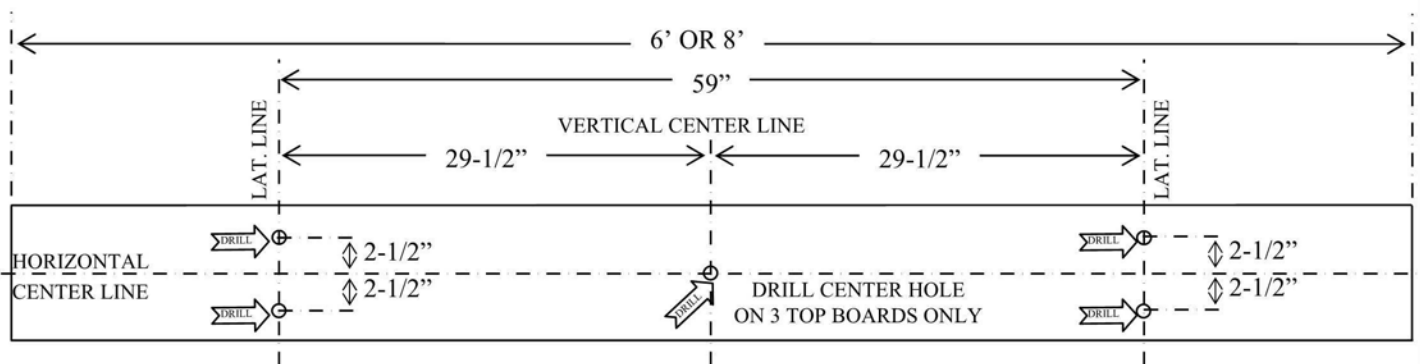
		NATURAL S. Y. PINE	REDWOOD STAINED	ACQ TREATED	CEDAR PLASTIC	WEATHER PLASTIC	GRAY PLASTIC
CENTER	6'	700111	700112	700113	700114	700115	700116
	8'	700101	700102	700103	700104	700105	700106
SIDE	6'	700131	700132	700133	700134	700135	700136
	8'	700121	700122	700123	700124	700125	700126
SEAT	6'	700151	700152	700153	700154	700155	700156
	8'	700141	700142	700143	700144	700145	700146

THE SIZE OF THE BOARDS DEPENDS ON TABLE/KIT MODEL, EITHER 6' OR 8' SEE INSTRUCTIONS FOR ASSEMBLY.

WOOD PICNIC TABLE DRILL PATTERN

TOOLS NEEDED: drill, 3/8" drill bit, pencil and tape measure or ruler.

RECOMMENDED LUMBER: 2" x 10" Nominal (1-1/2" thick by 9-1/4" wide).

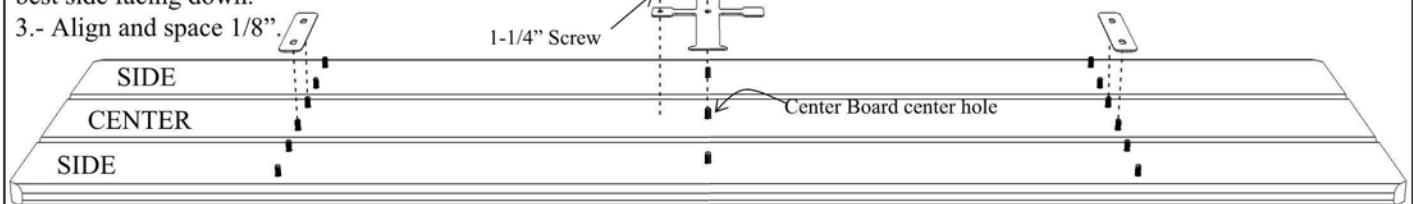


- 1.-Make sure all 5 boards are of consistent length, roughly 6' or 8' (two 6' and three 8' for ADA models).
- 2.-Lay all 5 boards on a flat surface that will not damage the wood with the best side down.
- 3.-Draw centered *Vertical* and *Horizontal Lines*, then two *Lateral Lines* 29-1/2" from *Vertical Center Line* on all boards (this will be your reference for hole locations).
- 4.-Drill 3/8" diameter holes in boards per drill pattern and notes indicated above.
- 5.-If desired, cut miters as per top of page lumber kit details and paint or seal before assembly.

RECYCLED PLASTIC PARK MASTER ASSEMBLY INSTRUCTIONS

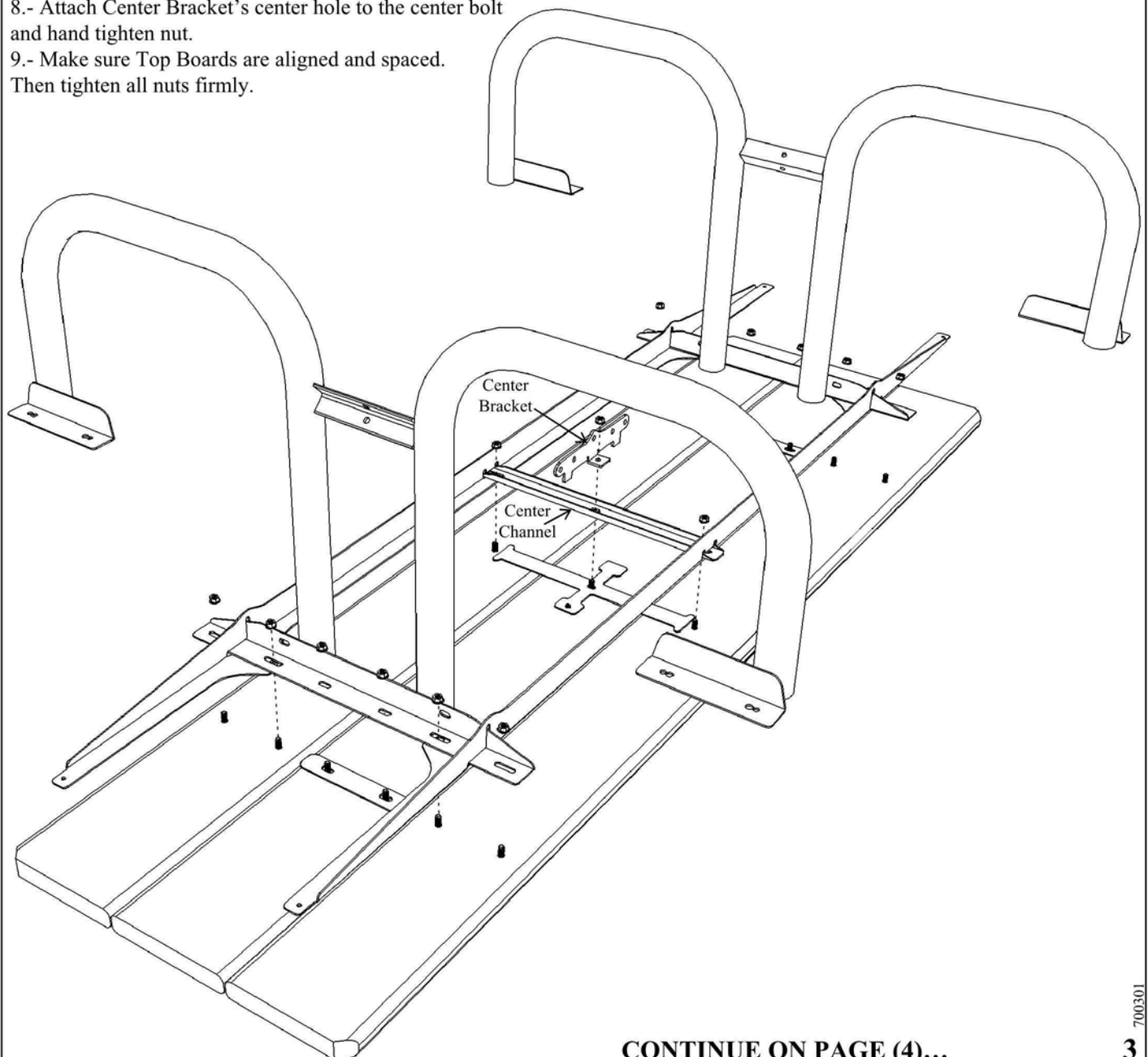
TOOLS REQUIRED: 9/16" wrench, hammer, powered screw driver or drill with Phillips tip No. 2.

- 1.- Insert 2-1/4" carriage bolts through 3 Top Boards best face. Use 2-3/4" carriage bolt for Center Board's center hole (carriage bolts can be found in the Super Structure hardware package).
- 2.- Lay (Side with 2 miters facing out - Center no miters - Side with 2 miters facing out) on a non-abrasive flat surface with the best side facing down.
- 3.- Align and space 1/8".



- 4.- Place 2 Side Spacers and attach Center Spacer using 1-1/4" screw.

- 5.- Align Leg/Top “L” Bracket’s second hole from outside with Rail hole sliding into place as shown.
- 6.- Slide Center Channel into Rail’s middle slots. Align outside holes with Rail’s middle holes.
- 7.- Place partial assembly from step 5 and 6 on top of boards aligning holes and carriage bolts as shown. Hand tighten nuts.
- 8.- Attach Center Bracket’s center hole to the center bolt and hand tighten nut.
- 9.- Make sure Top Boards are aligned and spaced. Then tighten all nuts firmly.

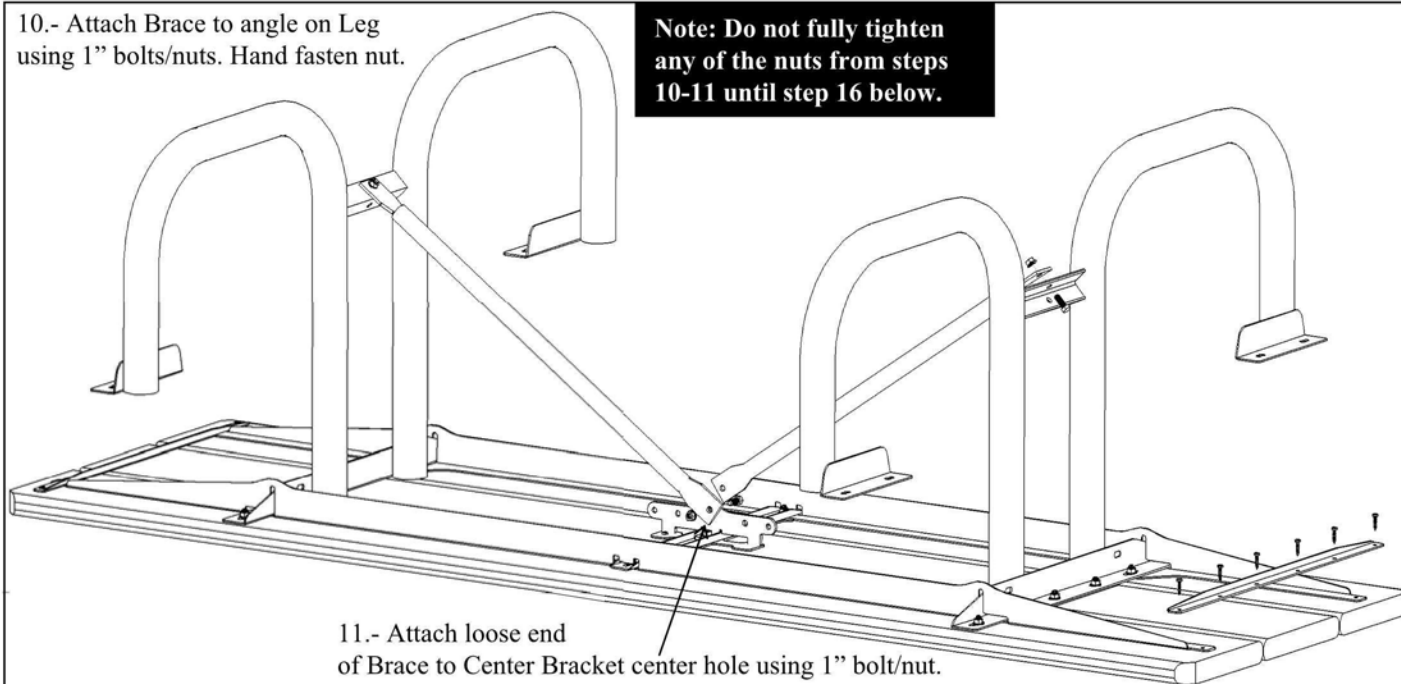


CONTINUE ON PAGE (4)...

RECYCLED PLASTIC PARK MASTER ASSEMBLY INSTRUCTIONS (CONTINUED)

10.- Attach Brace to angle on Leg using 1" bolts/nuts. Hand fasten nut.

Note: Do not fully tighten any of the nuts from steps 10-11 until step 16 below.

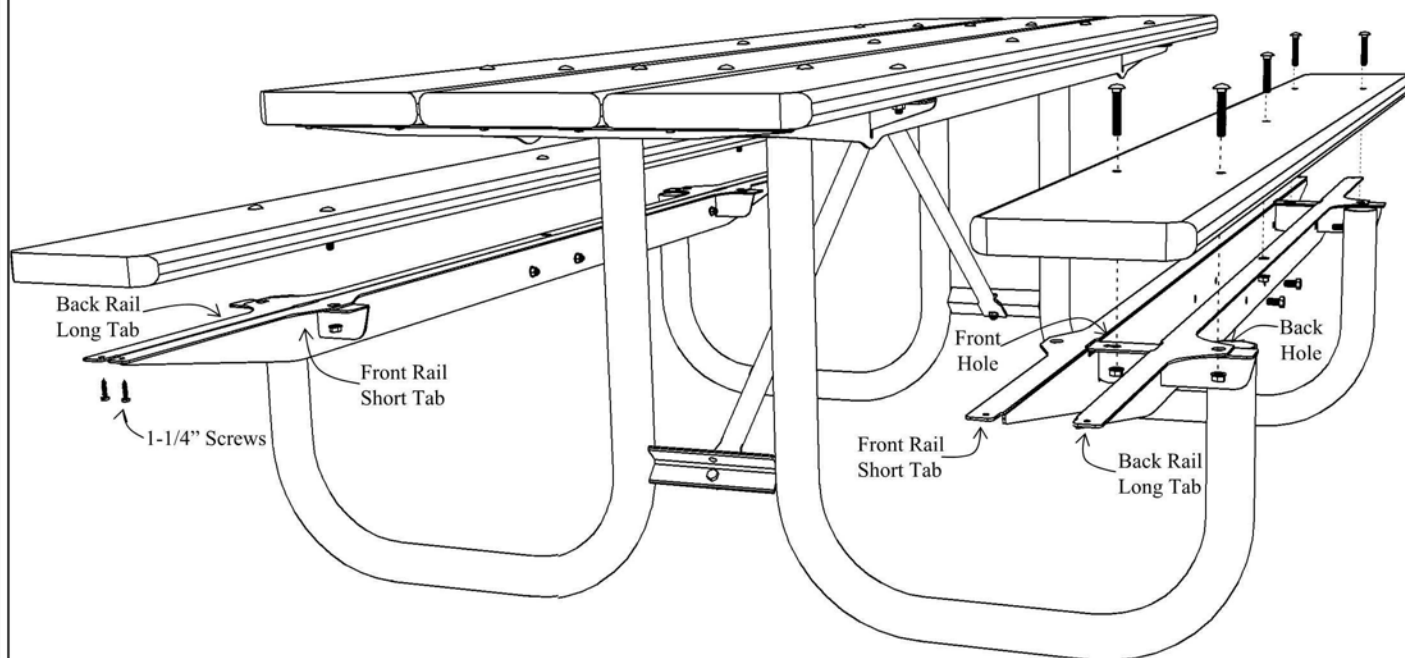


12.- Flip the partial table assembly into an upright position.

13.- Slide Back Rail onto Seat Bracket aligning holes with Seat Brackets back holes. Then slide Front Rail onto Seat Bracket aligning holes with Seat Bracket front holes. Angled edges should butt up against each other as shown.

14.- Insert 2-1/4" carriage bolts through Seat Boards (boards with 4 miters) best face. Then attach Seat Boards to frame as shown.

15.- Bolt Back and Front Rails together using 3/4" bolts / nuts (4 places). Tighten 1-1/4" screws in place as shown.



16.- Tighten all nuts firmly, including assembled parts in steps 10 and 11.

17.- The Picnic Table is finished.

December 5, 2017

Narrative Description to Lakewood Rd. Landscape Buffer (North Site Buffer)

#10 NOTE:

Elevations of the landscape buffer along Lakewood Rd shall be provided to appreciate different layers; provide narrative from landscape architects describing native theme and deviation from typical code requirements (a waiver may be required).

Response: GEO – The native specimen landscape buffer along Lakewood Road (North Buffer) is fifteen (15') feet wide including both a mix of proposed new plantings and preserved tree species spaced at maximum twenty (20') feet on center. A native Cocoplum hedge with a minimum three (3") foot height at time of planting will be provided. Native shrubs and groundcovers varying in height from six (6') feet to twelve (12") inches are proposed for the planting buffer. Native shrub and groundcover planting include species such as fire bush, simpson stopper, saw palmetto, wild coffee, coontie, and fakahatchee grass to achieve a layered/tiered aesthetic (refer to planting plan schedule for further species detail). A six foot (6') aluminum picket fence runs the length of the Lakewood Road frontage. Native themed plantings will be integrated around the aluminum fence.



December 4, 2017

Mr. Christopher Smuts
1019 Interests, LLC
5959 Blue Lagoon Drive, Suite 200
Miami, FL 33126

Re: 4280 Lakewood - #PTC17-051

Dear Mr. Smuts:

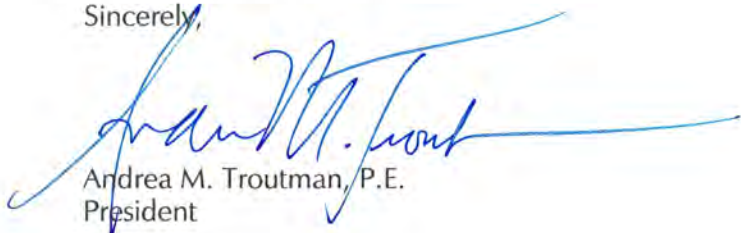
The purpose of this letter is to respond to a comment raised by the Village of Palm Springs for the above referenced project. The comment is outlined below with the response following.

Comment: Please provide traffic analysis to justify not lining up project entry with Almar Road

Response: With the location of the proposed driveway on Lakewood Road west of Almar Road, the exiting left turn lanes from these two driveways will not conflict. The projected volumes for these driveways are shown on the attached diagram. The entering left turn volumes are minor and would have a minimal impact on the traffic flow along Lakewood Road. The non-alignment of driveways occurs several times along Lakewood Road, thus the proposed configuration is consistent with other development along this local roadway.

If you have any questions, do not hesitate to contact this office.

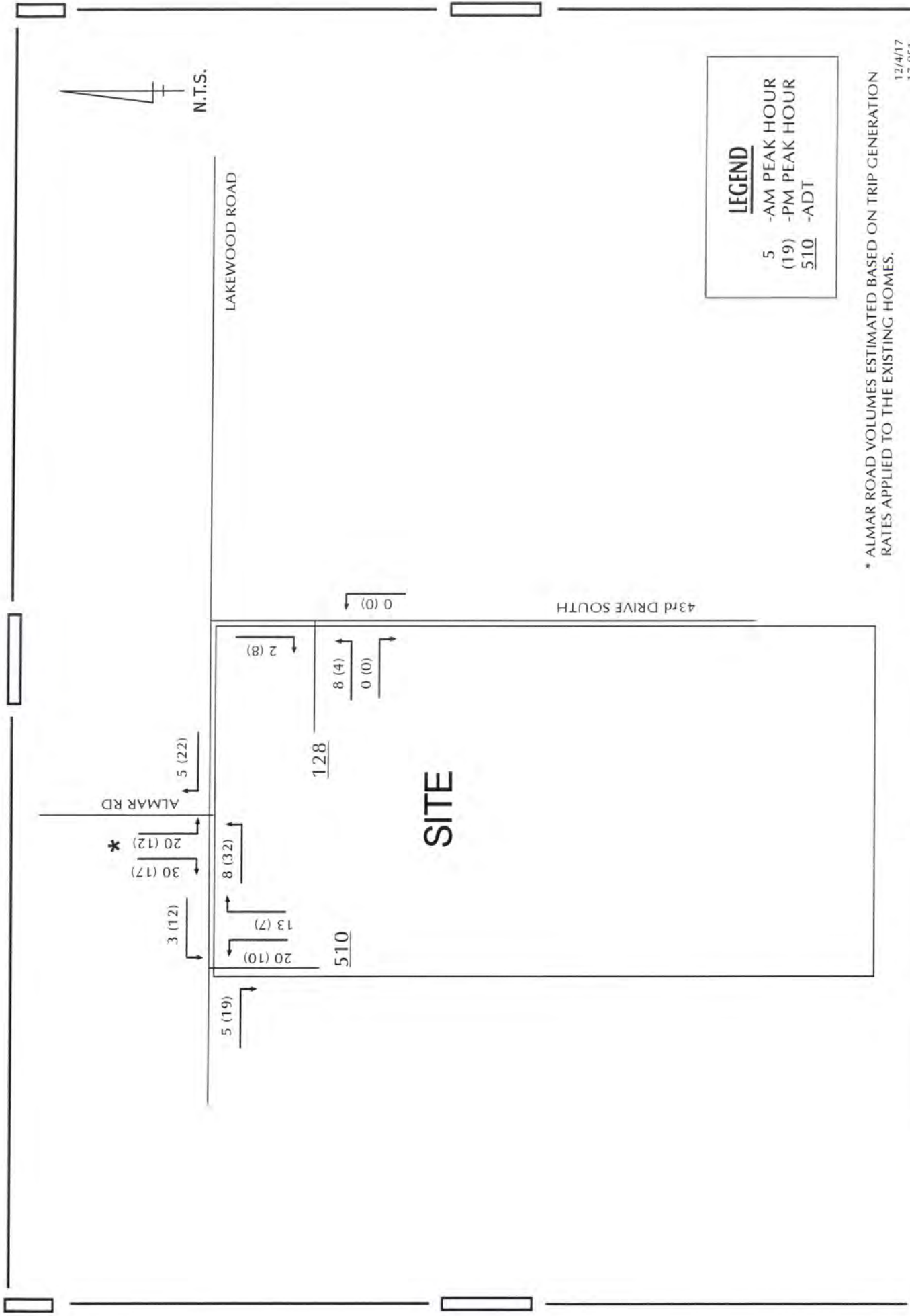
Sincerely,



Andrea M. Troutman, P.E.
President

Attachment

ec: Kenneth Smuts





December 4, 2017

Ms. Iramis Cabrera, Planner
Land Development Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: 4280 Lakewood
Project #: 170909
Traffic Performance Standards Review

Dear Ms. Cabrera:

The Palm Beach County Traffic Division has reviewed the **4280 Lakewood** Concurrency Traffic Impact Analysis prepared by Pinder Troutman Consulting, Inc., revised November 29, 2017, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Village of Palm Springs
Location:	SW corner of Lakewood Road and 43 rd Drive S
Access:	Full access driveway connections onto Lakewood Road and 43 rd Drive S (project proposed, not necessarily implies approval by County through this TPS letter, see later)
PCN:	70-42-44-24-00-000-5030
Existing Uses:	Vacant
Proposed Uses:	Rental Apartment = 96 DUs
New Daily Trips:	638
New Peak Hour Trips:	51 AM (10/41) and 60 PM (39/21)
Build-out:	December 31, 2020

Based on our review, the Traffic Division has determined the proposed development meets the Traffic Performance Standards of Palm Beach County.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication. A discussion with Palm Beach County, involving at a minimum Traffic Division, Land Development Division, and Roadway Production Division, is

**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229

(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

County Administrator

Verdenia C. Baker

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Ms. Iramis Cabrera
December 4, 2017
Page 2

advisable for access related issues of the site plan on County maintained roadways before a site plan is submitted to the municipality for consideration.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email DSimeus@pbcgov.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "DS", is written over a horizontal line.

Dominique Simeus
Project Coordinator II
Traffic Division

QB:DS:bc

cc: Andrea M. Troutman, P.E., Pinder Troutman Consulting, Inc.
Kim Glas-Castro, Interim Director, Land Development Department, Village of Palm Springs
Quazi Bari, P.E., Senior Professional Engineer, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
N:\TRAFFIC\DS\MUNICIPALITIES\APPROVALS\2017\170909 - 4280 LAKEWOOD.DOC



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

KRISTIN K. GARRISON, AICP
DIRECTOR

DONALD E. FENNOY II, Ed.D.
CHIEF OPERATING OFFICER

PLANNING AND INTERGOVERNMENTAL RELATIONS
3300 FOREST HILL BOULEVARD, SUITE B-102
WEST PALM BEACH, FL 33406

WANDA F. PAUL
CHIEF OF FACILITIES MANAGEMENT

PHONE: 561-434-8020 / FAX: 561-434-8815
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

SCHOOL CAPACITY AVAILABILITY DETERMINATION

Application	Submittal Date	10/26/2017		
	SCAD #	17092801F - FLUA 17092802Z - Re-Zoning 17092801D - Development Order (D. O.)		
	FLU /Rezoning/D.O. #	201701230/201701231/201701229 – Village of Palm Springs		
	PCN# / Property Address	70-42-44-24-00-000-5030 / 4280 Lakewood Road		
	Development Name	4280 Lakewood Road		
	Owner / Agent Name	New Light Fellowship, Inc. / 4280 Lakewood Road, LLC		
	Planning Area / SAC No.	11 / 200A		
	Proposed Unit Number & Type	Max. 96/0 Residential Units - Proposed/Current FLU Designation Max. 96/0 Residential Units - Proposed/Current Zoning Designation 96 Apartment Units - Proposed D. O.		
Impact Review		CO Taylor-Kirklane Elementary School	LC Swain Middle School	John I Leonard High School
	# of New Students Generated	8	4	4
	Capacity Available	102	71	-1275
	Utilization Percentage	93%	95%	140%
Staff's Recommendation	Approval with Conditions	1 - In order to address the school capacity deficiency created by this proposed development at the District high school level, the property owner is required to contribute \$45,457 to the School District of Palm Beach County prior to issuance of first building permit. This school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied). 2 - This approval is valid from 11/16/2017 to 11/15/2018 or the expiration date of the site-specific Development Order (D.O.) approved during the validation period. 3 - A copy of the approved D.O. must be submitted to the School District Planning Department prior to 11/15/2018 or this determination will expire automatically.		
	Comment	1 - SCAD application for FLUA, Rezoning is filed concurrently with the application for Development Order. This determination letter is in response to these three applications. 2 - School age children may not be assigned to the public school closest to their residences.		

School District Representative Signature

Joyce C. Cai, Senior Planner

Print Name & Title of School District Representative

November 16, 2017

Date

joyce.cai@palmbeachschools.org

Email Address

CC: Kim Glas-Castro, AICP LEED AP, Village of Palm Springs
Kris Garrison, AICP, Director, School District of Palm Beach County

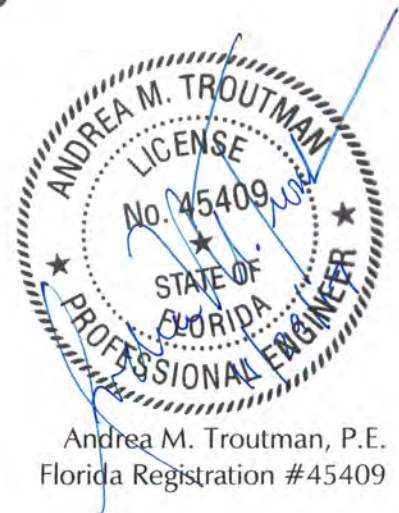
**4280 LAKEWOOD
CONCURRENCY TRAFFIC IMPACT ANALYSIS**

Prepared for

1019 Interests, LLC

Prepared by

**PINDER TROUTMAN CONSULTING, INC.
Certificate of Authorization Number: 7989
2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411
(561) 296-9698**



Andrea M. Troutman, P.E.
Florida Registration #45409

**#PTC17-051
October 17, 2017
Revised November 29, 2017**

4280 LAKEWOOD

CONCURRENCY TRAFFIC IMPACT ANALYSIS

Introduction

Pinder Troutman Consulting, Inc. (PTC) has been retained to conduct a traffic impact analysis for a proposed residential development in the Village of Palm Springs. The purpose of this study is to determine if the proposed development meets the requirements of Article 12, Traffic Performance Standards (TPS), of the Palm Beach County Unified Land Development Code (ULDC).

Site Data

The site is located on the south side of Lakewood Road, north of Lake Worth Road between Military Trail and Kirk Road in the Village of Palm Springs as shown on Exhibit 1. It is proposed to develop 96 apartment units. Access to the proposed development will be via one driveway to Lakewood Road and one driveway to 43rd Drive South.

Issues related to driveway design, turn lanes and geometrics will be addressed during final design. Any reference to intersection geometrics is conceptual in nature and subject to final design and approval by others. The proposed buildout year is 2020. The PCN for the site is: 70-42-44-24-00-000-5030.

Existing (2017) Traffic Conditions

The 2017 peak season peak hour directional volumes for the surrounding roadway network as compiled by the Palm Beach County Traffic Division were utilized in this report. Traffic count data is included in Appendix A.

Project Traffic

Trip Generation

The daily and peak hour trip generation rates were obtained from Palm Beach County and the Institute of Transportation Engineers (ITE), Trip Generation, 9th Edition. Exhibit 2 provides the daily, AM and PM peak hour trip generation data for the proposed development. For

Traffic Performance Standards purposes, based on the peak hour trip generation of 60, the radius of development influence is one (1) mile.

Trip Distribution and Assignment

A directional distribution was developed based on review of the roadway network and adjacent land uses and is shown on Exhibit 3A. Exhibit 3B shows the assignment of AM and PM peak hour project traffic, as well as the project impact percentage (% of peak hour directional service volume) for the Test 1 analysis. The link of Kirk Road from Lakewood Road to Lake Worth Road is the only roadway link that is significantly impacted.

Future Traffic Conditions

Roadway Improvements

The Transportation Improvement Program from the MPO of Palm Beach County and the Palm Beach County Five Year Road Program were reviewed to determine if any roadways within the study area are scheduled to be improved. No improvements are programmed within the study area.

Background Traffic

Historic growth trends and committed development traffic must be analyzed in the projection of future background traffic volumes. Historic growth data is provided on Exhibit 4 for the impacted roadway link.

Committed development data, compiled by Palm Beach County, was reviewed. Numerous projects were considered in the projection of background traffic. Committed development data is provided in Appendix B. Total traffic includes existing traffic, committed development traffic, background growth and Project traffic. The higher of the historic growth or the committed development traffic plus 1% growth was used for background growth.

Traffic Performance Standards Analysis

Test 1 (Intersection Analysis)

Major intersections at the termini of the significantly impacted project-accessed link and major intersections for which a proposed development adds more than 10% of the total traffic on any link connecting a major intersection are required to be analyzed. The intersection of Kirk Road and Lake Worth Road was analyzed and is included in Appendix C with all of the intersection data. The results of the analysis are summarized on Exhibit 5 showing operation at adopted level of service standards. Therefore, intersection requirements of Test 1 are met.

Test 1 (Link Analysis)

The second part of Test 1 examines if any roadway links required to be analyzed are projected to operate below adopted level of service standards. Roadway links with a project impact greater than 1% of the LOS D are required to be analyzed. Exhibit 6 shows future AM and PM peak hour directional traffic conditions for the impacted roadway link of Kirk Road. This link is projected to meet the adopted level of service standards; therefore, the link requirements of Test 1 have been met.

Test 2 (Five Year Analysis)

This test examines traffic conditions at the end of the fifth year of the FDOT Five Year Transportation Improvement Program. A Test 2 analysis is required for any roadway link within the radius of development influence where the project impact is greater than 3% of LOS E, and outside the radius where the project impact is greater than 5% of LOS E. There are no roadway links that are significantly impacted for Test 2. Therefore, the requirements of Test 2 are met.

Driveway Volumes

AM and PM peak hour project driveway volumes are provided on Exhibit 7. The Palm Beach County Traffic Division requested that the north approach directional left turn lane at the intersection of Lakewood Road and Military Trail be evaluated to determine if the storage length was adequate. Counts were collected on Tuesday, November 28, 2017 and are

provided in Appendix D. The results of the evaluation are provided on Exhibit 8 showing that the existing storage length is adequate to accommodate the proposed development.

Conclusions

This analysis shows that the proposed development meets the requirements of the Traffic Performance Standards of Palm Beach County.

EXHIBITS



9/27/17
17-051



EXHIBIT 1
PROJECT LOCATION

4280 LAKEWOOD

Exhibit 2
4280 Lakewood
Trip Generation - Concurrency

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips
Rental Apartment	220	96 DUs	6.65 /DU	638
				638

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		
Rental Apartment	220	96 DUs	$T = 0.49 (X) + 3.73 (20/80)$	In	Out	Total
				10	41	51
TOTALS				10	41	51

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	Total Trips		
Rental Apartment	220	96 DUs	0.62 /DU (65/35)	In	Out	Total
				39	21	60
TOTALS				39	21	60

(1) Source: Palm Beach County Trip Generation Rates and ITE, Trip Generation, 9th Edition.

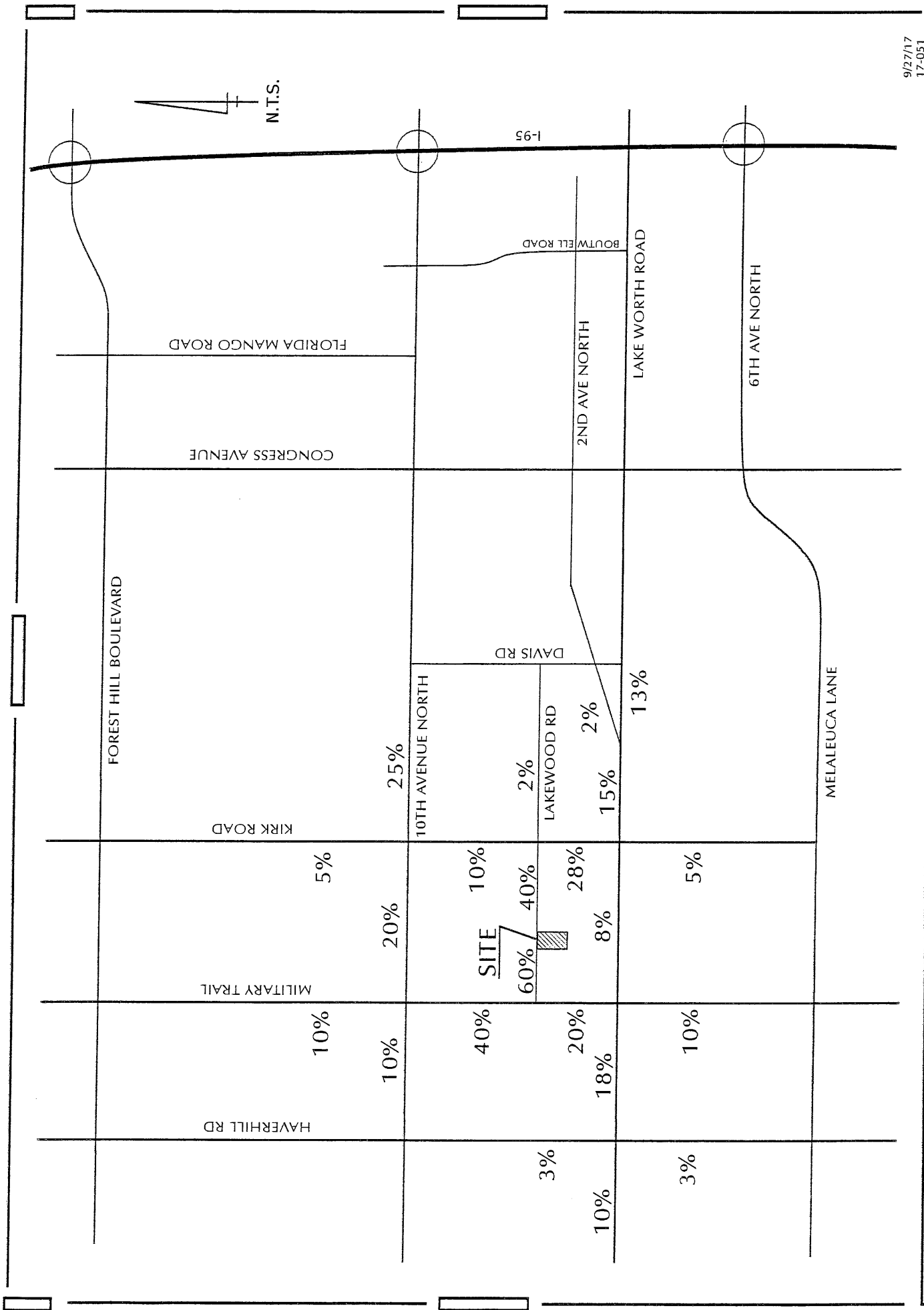


Exhibit 3B
4280 Lakewood
Project Traffic Assignment - Test 1 Significance

11/27/2017
Assign 17-051 11-27-17

AM Peak Hour

Roadway	Link	Lanes	Class	Dir	Project Traffic		Total Project Impact	LOS D Service Volume	Significant Impact?
					% Dist.	Pk Hour Trips			
10th Avenue North	Haverhill Rd to Military Trail	4LD	II	EB	10%	1	0.06%	1770	No
				WB	10%	4	0.23%	1770	No
	Military Trail to Kirk Road	4LD	II	EB	20%	8	0.45%	1770	No
				WB	20%	2	0.11%	1770	No
2nd Avenue North	Kirk Road to Congress Avenue	4LD	II	EB	25%	10	0.56%	1770	No
				WB	25%	3	0.17%	1770	No
	Lake Worth Road to Congress Avenue	2L	I	EB	2%	1	0.11%	880	No
				WB	2%	0	0.00%	880	No
Lake Worth Road	Sherwood Forest Rd to Haverhill Road	6LD	II	EB	10%	1	0.04%	2680	No
				WB	10%	4	0.15%	2680	No
	Haverhill Road to Military Trail	6LD	II	EB	18%	2	0.07%	2680	No
				WB	18%	7	0.26%	2680	No
	Military Trail to Kirk Road	6LD	II	EB	8%	1	0.04%	2680	No
				WB	8%	3	0.11%	2680	No
	Kirk Road to 2nd Avenue North	6LD	I	EB	15%	6	0.20%	2940	No
				WB	15%	2	0.07%	2940	No
Haverhill Road	2nd Avenue North to Congress Avenue	6LD	I	EB	13%	5	0.17%	2940	No
				WB	13%	1	0.03%	2940	No
	10th Avenue North to Lake Worth Road	5L	II	NB	3%	1	0.06%	1770	No
				SB	3%	0	0.00%	1770	No
Military Trail	Lake Worth Road to 6th Avenue South	2L	I	NB	3%	0	0.00%	880	No
				SB	3%	1	0.11%	880	No
	Cresthaven Blvd to 10th Avenue North	6LD	I	NB	10%	4	0.14%	2940	No
				SB	10%	1	0.03%	2940	No
	10th Avenue North to Lakewood Road	6LD	I	NB	40%	16	0.54%	2940	No
				SB	40%	4	0.14%	2940	No
	Lakewood Road to Lake Worth Road	6LD	I	NB	20%	8	0.27%	2940	No
				SB	20%	8	0.27%	2940	No
Kirk Road	Lake Worth Road to 6th Avenue South	6LD	I	NB	10%	1	0.03%	2940	No
				SB	10%	4	0.14%	2940	No
	Purdy Lane to 10th Avenue North	2L	I	NB	5%	2	0.23%	880	No
				SB	5%	1	0.11%	880	No
	10th Avenue North to Lakewood Road	2L	II	NB	10%	4	0.49%	810	No
				SB	10%	1	0.12%	810	No
	Lakewood Road to Lake Worth Road	2L	II	NB	28%	3	0.37%	810	No
				SB	28%	11	1.36%	810	YES
Kirk Road	Lake Worth Road to 6th Avenue South	2L	I	NB	5%	1	0.11%	880	No
				SB	5%	2	0.23%	880	No

PM Peak Hour

Roadway	Link	Lanes	Class	Dir	Project Traffic		Total Project Impact	LOS D Service Volume	Significant Impact?
					% Dist.	Pk Hour Trips			
10th Avenue North	Haverhill Rd to Military Trail	4LD	II	EB	10%	1	0.06%	1770	No
				WB	10%	4	0.23%	1770	No
	Military Trail to Kirk Road	4LD	II	EB	20%	8	0.45%	1770	No
				WB	20%	2	0.11%	1770	No
2nd Avenue North	Kirk Road to Congress Avenue	4LD	II	EB	25%	10	0.56%	1770	No
				WB	25%	3	0.17%	1770	No
	Lake Worth Road to Congress Avenue	2L	I	EB	2%	0	0.00%	880	No
				WB	2%	1	0.11%	880	No
Lake Worth Road	Sherwood Forest Rd to Haverhill Road	6LD	II	EB	10%	4	0.15%	2680	No
				WB	10%	2	0.07%	2680	No
	Haverhill Road to Military Trail	6LD	II	EB	18%	7	0.26%	2680	No
				WB	18%	4	0.15%	2680	No
	Military Trail to Kirk Road	6LD	II	EB	8%	3	0.11%	2680	No
				WB	8%	2	0.07%	2680	No
	Kirk Road to 2nd Avenue North	6LD	I	EB	15%	3	0.10%	2940	No
				WB	15%	6	0.20%	2940	No
Haverhill Road	2nd Avenue North to Congress Avenue	6LD	I	EB	13%	3	0.10%	2940	No
				WB	13%	5	0.17%	2940	No
	10th Avenue North to Lake Worth Road	5L	II	NB	3%	1	0.06%	1770	No
				SB	3%	1	0.06%	1770	No
Military Trail	Lake Worth Road to 6th Avenue South	2L	I	NB	3%	1	0.11%	880	No
				SB	3%	1	0.11%	880	No
	Cresthaven Blvd to 10th Avenue North	6LD	I	NB	10%	2	0.07%	2940	No
				SB	10%	4	0.14%	2940	No
	10th Avenue North to Lakewood Road	6LD	I	NB	40%	8	0.27%	2940	No
				SB	40%	16	0.54%	2940	No
	Lakewood Road to Lake Worth Road	6LD	I	NB	20%	4	0.14%	2940	No
				SB	20%	4	0.14%	2940	No
Kirk Road	Lake Worth Road to 6th Avenue South	6LD	I	NB	10%	4	0.14%	2940	No
				SB	10%	2	0.07%	2940	No
	Purdy Lane to 10th Avenue North	2L	I	NB	5%	1	0.11%	880	No
				SB	5%	2	0.23%	880	No
	10th Avenue North to Lakewood Road	2L	II	NB	10%	2	0.25%	810	No
				SB	10%	4	0.49%	810	No
	Lakewood Road to Lake Worth Road	2L	II	NB	28%	11	1.36%	810	YES
				SB	28%	6	0.74%	810	No
Kirk Road	Lake Worth Road to 6th Avenue South	2L	I	NB	5%	2	0.23%	880	No
				SB	5%	1	0.11%	880	No

Exhibit 4
4280 Lakewood
Historic Growth

10/16/2017
 Growth 17-051 9-29-17

Roadway	Peak Season Daily Traffic Volumes		Growth Rate
	2014	2017	
Kirk Road 10th Avenue North to Lake Worth Road	9,115	9,470	1.28% /Year

Exhibit 5
4280 Lakewood
Test 1 Intersection Analysis (1)

Intersection	2020 AM Peak Hour		2020 PM Peak Hour	
	Critical Volume	Capacity Level	Critical Volume	Capacity Level
Kirk Road / Lake Worth Road	1171	UNDER	1381	NEAR

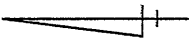
(1) See Appendix C for intersection capacity analyses.

Exhibit 6
4280 Lakewood
Test 1 Link Analysis

Roadway	Link	Lanes	Dir	AM PEAK HOUR						
				Existing (2017) (1)	Committed Dev. Analysis (2)			Growth (2020)		Total (2020)
					Projects	Growth	Total	Volume	%/Year	
Kirk Road	Lakewood Road to Lake Worth Road	2L	SB	437	17	13	30	17	1.28%	479
										11
										810
										Meets Std?
										Yes

Roadway	Link	Lanes	Dir	PM PEAK HOUR						
				Existing (2017) (1)	Committed Dev. Analysis (2)			Growth (2020)		Total (2020)
					Projects	Growth	Total	Volume	%/Year	
Kirk Road	Lakewood Road to Lake Worth Road	2L	NB	455	19	14	33	18	1.28%	499
										11
										810
										Meets Std?
										Yes

- (1) Count data from Palm Beach County. See Appendix A.
(2) Committed development data from County TPS Database. See Appendix B.



N.T.S.

LAKEWOOD ROAD

3 (12)

5 (19)

20 (10)

13 (7)

510

128

8 (4)

0 (0)

2 (8)

0 (0)

43rd DRIVE SOUTH

SITE

LEGEND

5 -AM PEAK HOUR
(19) -PM PEAK HOUR
510 -ADT

11/29/17
17-051

EXHIBIT 7
PROJECT DRIVEWAY VOLUMES

4280 LAKEWOOD

PTC

Exhibit 8
4280 Lakewood
Queue Analysis

Military Trail @ Lakewood Road

SB Lefts/U-turns	AM		PM	
	Volume	Queue (2)	Volume	Queue (2)
2017 Count (11/28/17) (1)	76	4	88	5
PSF= 1.03	78		91	
Project	4		16	
1% Growth 2020	2		3	
Total (2020)	84	4	110	6
Existing Storage (3)		245 Feet		245 Feet
Required Storage (25' per vehicle)		100 Feet		150 Feet

(1) See Appendix D for traffic count information.

(2) 2017 Queue is maximum observed queue. 2020 Queue is projected based on volume increase.

(3) Includes 25 feet beyond nose where vehicles were observed to queue in the field. Does not include taper.

APPENDIX A

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES							2017 DAILY		16-17 GR	3YR GR	2017 AM PEAK HOUR		2017 PM PEAK HOUR		
						2012	2013	2014	2015	2016	DATE	VOL	2-WAY NB/EB SB/WB	2-WAY NB/EB SB/WB			2-WAY NB/EB SB/WB	2-WAY NB/EB SB/WB			
6420	JUDGE WINIKOFF RD	Sandpoint Ter	SR 7	4D	1960	9401	10057	10501	10464	9375	1/17/2017	9590	2.29%	-2.98%		1000	680	332	851	331	522
1404	JUPITER FARMS RD	Indiantown Rd	South of Indiantown	2	1140	9960	10369	10157	10366	11136	1/17/2017	11257	1.09%	3.49%		1004	730	291	1044	377	679
6417	KIMBERLY BLVD	SR-7	Lyons Rd	4D	1960	6054	6057	6067	6170	6267	1/30/2017	6213	-0.86%	0.80%		227	206	213	601	273	328
4652	KIRK RD	Lake Worth Rd	Melaleuca Ln	2	880	7008	6886	7187	6791	7859	1/18/2017	7859	0.00%	3.02%		557	296	265	755	359	402
4630	KIRK RD	10th Ave N	Lake Worth Rd	2	880	7762	8858	9115	9240	9699	1/18/2017	9470	-2.36%	1.28%		714	277	437	879	455	426
3656	KIRK RD	Summit Blvd	Forest Hill Blvd	2	880	9452	9348	10082	9611	11093	3/1/2017	10698	-3.56%	2.00%		722	386	336	1103	509	605
3662	KIRK RD	Gun Club Rd	Summit Blvd	2	880	9825	9277	10512	10675	10759	3/1/2017	11029	2.51%	1.61%		921	505	422	1081	551	538
3614	KIRK RD	Southern Blvd	Gun Club Rd	4D	1770	10231	9866	10460	10020	10468	2/15/2017	11067	5.72%	1.90%		992	524	468	1045	570	527
4664	KIRK RD	Purdy Ln	10th Ave N	2	880	11914	12297	12617	12213	12939	2/21/2017	13172	1.80%	1.45%		1060	430	641	1244	628	629
4208	KIRK RD	Forest Hill Blvd	Purdy Ln	5	1960	15300	15964	15933	16029	17223	3/1/2017	17900	3.93%	3.96%		1348	860	488	1614	799	825
5649	LAKE IDA RD	Hagen Ranch Rd	Jog Rd	2	880	8099	7974	7703	7536	8245	2/8/2017	8622	4.57%	3.83%		645	331	314	792	304	503
5651	LAKE IDA RD	El Clair Ranch Rd	Military Tr	2	880	10496	11164	11230	11682	12468	1/30/2017	11777	-5.54%	1.60%		837	401	443	1155	530	639
5653	LAKE IDA RD	Jog Rd	El Clair Ranch Rd	2	880	10261	10354	9485	10969	11308	2/8/2017	12273	8.53%	8.97%		935	486	449	1127	477	664
5623	LAKE IDA RD	Military Tr	Barwick Rd	4D	1960	16989	16060	17918	19827	20376	1/30/2017	20485	0.53%	4.56%		1694	855	839	1881	898	983
5307	LAKE IDA RD	Congress Ave	Swinton Ave	4D	1960	18714	18919	19988	21542	20747	1/30/2017	21363	2.97%	2.24%		1833	1082	757	2076	943	1133
5605	LAKE IDA RD	Barwick Rd	Congress Ave	4D	1960	25346	34146	27562	28271	28499	1/30/2017	28459	-0.14%	1.07%		2277	1408	901	2595	1089	1506
4407	LAKE WORTH RD	Isles Bl	SR-7	4D	1960	25757	26599	26600	26672	27739	1/25/2017	28369	2.27%	2.17%		2379	1395	984	2531	1149	1382
4647	LAKE WORTH RD	Kirk Rd	Congress Ave	6D	2940	36598	39516	38338	38415		1/18/2017	40892	2.17%			2892	1721	1175	3169	1421	1796
4673	LAKE WORTH RD	Sherwood Forest Blvd	Haverhill Rd	6D	2680	39963	42056	43131	41210	44200	1/30/2017	44409	0.47%	0.98%		3116	1753	1449	3654	1818	1893

APPENDIX B

Input Data

ROAD NAME: Kirk Rd
CURRENT YEAR: 2017
ANALYSIS YEAR: 2020
GROWTH RATE: 1.28%

STATION: 4630
FROM: Midpoint
TO: 10th Ave N
COUNT DATE: 1/18/2017
PSF: 1

Report Created
9/27/2017

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	714	277	437	879	455	426
Peak Volume	714	277	437	879	455	426
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	714	277	437	879	455	426

Committed Developments							Type	% Complete
Queen Coconut Plaza	0	0	0	0	0	0	NR	100%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	1	0	1	2	1	1	NR	75%
Lake Worth Middle School	4	2	2	1	1	1	NR	77.20%
Mid-County Center	11	4	7	12	8	4	NR	49%
Walmart-Palm Springs	1	0	0	4	2	2	NR	75%
Central PB Service Center	0	0	0	0	0	0	NR	25%
Race-Trac	3	2	2	3	1	1	NR	80%
SOUTHWIND SPRINGS	0	0	0	0	0	0	Res	100%
3711 Lake Worth Road	1	0	0	3	1	1	NR	70%
WAWA-Lakeworth & Congress	1	0	0	0	0	0	NR	75%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	0%
Akal Property	3	1	2	3	2	1	Res	0%
Cumberland Farms Store	5	2	2	4	2	2	NR	0%
Total Committed Developments	32	11	18	34	20	13		
Total Committed Residential	3	1	2	3	2	1		
Total Committed Non-Residential	29	10	16	31	18	12		
Double Count Reduction	1	0	1	1	1	0		
Total Discounted Committed Developments	31	11	17	33	19	13		

Input Data

ROAD NAME: Kirk Rd
CURRENT YEAR: 2017
ANALYSIS YEAR: 2020
GROWTH RATE: 1.28%

STATION: 4630
FROM: Lake Worth Rd
TO: Midpoint
COUNT DATE: 1/18/2017
PSF: 1

Report Created
9/27/2017

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	714	277	437	879	455	426
Peak Volume	714	277	437	879	455	426
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	714	277	437	879	455	426

Committed Developments							Type	% Complete
Queen Coconut Plaza	0	0	0	0	0	0	NR	100%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	1	0	1	2	1	1	NR	75%
Lake Worth Middle School	4	2	2	1	1	1	NR	77.20%
Mid-County Center	11	4	7	12	8	4	NR	49%
Walmart-Palm Springs	1	0	0	4	2	2	NR	75%
Central PB Service Center	0	0	0	0	0	0	NR	25%
Race-Trac	3	2	2	3	1	1	NR	80%
SOUTHWIND SPRINGS	0	0	0	0	0	0	Res	100%
3711 Lake Worth Road	1	0	0	3	1	1	NR	70%
WAWA-Lakeworth & Congress	1	0	0	0	0	0	NR	75%
WAWA - SEC 10th and Military Trail	0	0	0	0	0	0	NR	0%
Akal Property	3	1	2	3	2	1	Res	0%
Cumberland Farms Store	5	2	2	4	2	2	NR	0%
Total Committed Developments	32	11	18	34	20	13		
Total Committed Residential	3	1	2	3	2	1		
Total Committed Non-Residential	29	10	16	31	18	12		
Double Count Reduction	1	0	1	1	1	0		
Total Discounted Committed Developments	31	11	<u>17</u>	33	<u>19</u>	<u>13</u>		

APPENDIX C

INTERSECTION ANALYSIS SHEET

4280 Lakewood

Kirk Road & Lake Worth Road

(Existing Geometrics)

Historic Growth Rate = 1.28%
 Nominal Growth Rate = 1.00%
 Peak Season = 1.04
 Buildout Year = 2020
 Years = 5

AM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (10/5/15)	44	100	59	182	98	134	69	1780	34	57	1023	55
Peak Season Volume	46	104	61	189	102	139	72	1,851	35	59	1,064	57
Historic Growth	3	7	4	12	7	9	5	122	2	4	70	4
Nominal Growth	2	5	3	10	5	7	4	94	2	3	54	3
Approved Projects	1	3	19	19	3	3	3	110	2	11	47	9
Highest Intersection Growth	3	8	22	29	8	10	7	204	4	14	101	12
% Project Traffic	0%	5%	0%	15%	5%	8%	8%	0%	0%	0%	0%	15%
Direction	in	in	in	out	out	out	in	in	in	out	out	in
Project Traffic	0	1	0	6	2	3	1	0	0	0	0	2
Total	49	113	83	224	112	153	80	2,055	39	73	1,165	71
Critical Volume Analysis												
No. of Lanes	1	1	< 0	1	1	< 0	1	3	< 0	1	3	< 0
Per Lane Volume	49	196	n/a	224	265	n/a	80	698	n/a	73	412	n/a
Right Turn on Red			10			10			10			10
RT - RTOR - LT Overlap			-83			-90			-59			-234
North-South Critical	NB LT + SB TH = 304						SB LT + NB TH = 410					
East-West Critical	EB LT + WB TH = 482						WB LT + EB TH = 761					
Maximum Critical Sum	410			+	761		=	1,171				
STATUS ?	UNDER											

SUM
249
422

PM Peak Hour												
Intersection Volume Development												
	Northbound			Southbound			Eastbound			Westbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Existing Volume (10/5/15)	110	173	35	125	173	125	178	1471	73	100	1785	118
Peak Season Volume	114	180	36	130	180	130	185	1,530	76	104	1,856	123
Historic Growth	8	12	2	9	12	9	12	100	5	7	122	8
Nominal Growth	6	9	2	7	9	7	9	78	4	5	95	6
Approved Projects	3	2	11	10	4	4	2	55	1	21	118	20
Highest Intersection Growth	9	11	13	17	13	11	11	133	5	26	213	26
% Project Traffic	0%	5%	0%	15%	5%	8%	8%	0%	0%	0%	0%	15%
Direction	in	in	in	out	out	out	in	in	in	out	out	in
Project Traffic	0	2	0	3	1	2	3	0	0	0	0	6
Total	123	193	49	150	194	143	199	1,663	81	130	2,069	155
Critical Volume Analysis												
No. of Lanes	1	1	< 0	1	1	< 0	1	3	< 0	1	3	< 0
Per Lane Volume	123	242	n/a	150	337	n/a	199	582	n/a	130	742	n/a
Right Turn on Red			10			10			10			10
RT - RTOR - LT Overlap			-140			-209			-133			-160
North-South Critical	NB LT + SB TH = 450						SB LT + NB TH = 382					
East-West Critical	EB LT + WB TH = 931						WB LT + EB TH = 702					
Maximum Critical Sum	450			+	931		=	1,381				
STATUS ?	NEAR											

SUM
306
488

SIGNAL_ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
37050	Lake Worth Rd	Fountains Dr/Via Poin	5/28/2013	8:00 AM	0	33	3	34	1	37	2	22	5	21	1328	17	11	42	1333	50	2939
37050	Lake Worth Rd	Fountains Dr/Via Poin	5/28/2013	4:45 PM	0	24	3	38	0	66	6	37	18	31	1681	39	78	51	1532	16	3620
37125	Lake Worth Rd	Haverhill Rd	5/26/2015	7:30 AM	0	158	249	75	0	257	268	169	11	113	1352	99	4	56	934	95	3840
37125	Lake Worth Rd	Haverhill Rd	5/26/2015	4:45 PM	0	185	331	40	0	198	309	194	12	198	1447	113	25	98	1475	187	4812
37125	Lake Worth Rd	Haverhill Rd	6/3/2013	7:30 AM	0	185	225	62	0	238	238	193	8	117	1151	98	10	66	823	103	3517
37125	Lake Worth Rd	Haverhill Rd	6/3/2013	5:00 PM	0	196	428	67	0	192	324	190	8	211	1344	103	41	114	1309	170	4697
36980	Lake Worth Rd	Isles Way South/Isles	5/13/2015	7:30 AM	2	45	1	287	0	262	2	13	2	8	760	23	0	151	431	93	2080
36980	Lake Worth Rd	Isles Way South/Isles	5/13/2015	5:00 PM	0	42	6	104	0	106	3	22	1	18	399	49	0	189	772	204	1915
36980	Lake Worth Rd	Isles Way South/Isles	5/28/2013	7:15 AM	1	65	0	397	1	285	1	29	0	10	680	43	0	136	344	99	2091
36980	Lake Worth Rd	Isles Way South/Isles	5/28/2013	5:00 PM	0	46	6	90	1	83	3	25	0	17	449	44	1	202	726	171	1864
37075	Lake Worth Rd	Jog Rd	1/27/2016	7:30 AM	7	486	874	239	2	318	946	265	3	232	906	366	3	294	944	83	5968
37075	Lake Worth Rd	Jog Rd	4/13/2016	11:45 AM	15	518	679	248	17	298	726	245	14	237	872	439	25	239	861	232	5665
37075	Lake Worth Rd	Jog Rd	1/27/2016	4:45 PM	9	659	1052	275	7	309	799	297	15	309	940	454	10	318	928	235	6616
37075	Lake Worth Rd	Jog Rd	3/12/2015	7:30 AM	8	546	902	224	4	310	863	305	4	256	801	381	2	238	818	151	5813
37075	Lake Worth Rd	Jog Rd	3/12/2015	4:45 PM	11	708	1073	286	32	286	739	330	10	343	1077	525	27	257	936	249	6889
37075	Lake Worth Rd	Jog Rd	3/4/2014	7:45 AM	5	443	818	269	4	297	873	270	6	171	747	410	11	261	709	133	5427
37075	Lake Worth Rd	Jog Rd	3/4/2014	4:45 PM	21	569	1034	237	14	294	1039	230	13	273	1015	448	22	263	1041	224	6737
37075	Lake Worth Rd	Jog Rd	5/28/2013	7:45 AM	9	405	812	241	9	340	932	285	8	183	855	422	4	245	847	191	5788
37075	Lake Worth Rd	Jog Rd	5/28/2013	4:45 PM	20	526	989	227	13	291	877	215	8	311	1002	502	25	348	1007	223	6584
37175	Lake Worth Rd	Kirk Rd	10/5/2015	7:15 AM	0	44	100	59	0	182	98	134	5	64	1780	34	17	40	1023	55	3635
37175	Lake Worth Rd	Kirk Rd	10/5/2015	5:00 PM	0	110	173	35	0	125	173	125	10	168	1471	73	21	79	1785	118	4466
37175	Lake Worth Rd	Kirk Rd	6/4/2013	7:30 AM	0	58	81	43	0	147	95	92	3	99	1433	63	6	39	977	54	3190
37175	Lake Worth Rd	Kirk Rd	6/4/2013	5:00 PM	0	94	165	63	0	154	151	99	13	169	1151	89	12	87	1567	108	3922
37024	Lake Worth Rd	Lucerne Lakes Bl	5/20/2015	7:15 AM	0	52	2	158	0	3	1	10	7	8	1286	23	6	52	1653	9	3270
37024	Lake Worth Rd	Lucerne Lakes Bl	5/20/2015	4:45 PM	0	19	5	116	0	7	0	10	13	4	1773	20	32	193	1653	9	3854
37024	Lake Worth Rd	Lucerne Lakes Bl	5/22/2013	7:30 AM	0	27	0	134	0	0	0	0	7	10	1094	21	0	43	1814	6	3156
37024	Lake Worth Rd	Lucerne Lakes Bl	5/22/2013	5:00 PM	0	33	0	106	0	15	1	3	10	10	1840	47	7	134	1591	12	3809
37015	Lake Worth Rd	Lyons Rd	1/30/2017	7:15 AM	0	182	110	478	0	229	188	120	3	125	1616	120	1	215	1409	141	4937
37015	Lake Worth Rd	Lyons Rd	1/30/2017	2:00 PM	0	124	83	121	0	65	60	59	5	40	963	75	1	109	702	85	2492
37015	Lake Worth Rd	Lyons Rd	1/30/2017	4:45 PM	0	276	37	322	0	53	32	59	7	55	1267	156	0	438	1710	85	4477
37015	Lake Worth Rd	Lyons Rd	5/18/2015	7:00 AM	0	194	164	472	0	158	101	116	6	122	1489	83	3	238	1280	130	4556
37015	Lake Worth Rd	Lyons Rd	5/18/2015	4:45 PM	0	222	36	253	0	34	42	59	7	51	1140	132	4	386	1658	46	4070
37015	Lake Worth Rd	Lyons Rd	3/4/2014	7:30 AM	0	146	174	442	0	182	120	177	9	133	1537	135	1	173	996	154	4379

2015 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 9301 CEN.-W OF US1 TO SR7

WEEK	DATES	SF	MOCF: 0.96 PSCF
1	01/01/2015 - 01/03/2015	0.99	1.03
2	01/04/2015 - 01/10/2015	0.99	1.03
3	01/11/2015 - 01/17/2015	0.99	1.03
* 4	01/18/2015 - 01/24/2015	0.98	1.02
* 5	01/25/2015 - 01/31/2015	0.97	1.01
* 6	02/01/2015 - 02/07/2015	0.96	1.00
* 7	02/08/2015 - 02/14/2015	0.95	0.99
* 8	02/15/2015 - 02/21/2015	0.95	0.99
* 9	02/22/2015 - 02/28/2015	0.95	0.99
*10	03/01/2015 - 03/07/2015	0.95	0.99
*11	03/08/2015 - 03/14/2015	0.95	0.99
*12	03/15/2015 - 03/21/2015	0.96	1.00
*13	03/22/2015 - 03/28/2015	0.97	1.01
*14	03/29/2015 - 04/04/2015	0.97	1.01
*15	04/05/2015 - 04/11/2015	0.98	1.02
*16	04/12/2015 - 04/18/2015	0.99	1.03
17	04/19/2015 - 04/25/2015	0.99	1.03
18	04/26/2015 - 05/02/2015	1.00	1.04
19	05/03/2015 - 05/09/2015	1.00	1.04
20	05/10/2015 - 05/16/2015	1.01	1.05
21	05/17/2015 - 05/23/2015	1.01	1.05
22	05/24/2015 - 05/30/2015	1.02	1.06
23	05/31/2015 - 06/06/2015	1.03	1.07
24	06/07/2015 - 06/13/2015	1.04	1.08
25	06/14/2015 - 06/20/2015	1.05	1.09
26	06/21/2015 - 06/27/2015	1.06	1.10
27	06/28/2015 - 07/04/2015	1.06	1.10
28	07/05/2015 - 07/11/2015	1.07	1.11
29	07/12/2015 - 07/18/2015	1.07	1.11
30	07/19/2015 - 07/25/2015	1.06	1.10
31	07/26/2015 - 08/01/2015	1.06	1.10
32	08/02/2015 - 08/08/2015	1.05	1.09
33	08/09/2015 - 08/15/2015	1.04	1.08
34	08/16/2015 - 08/22/2015	1.04	1.08
35	08/23/2015 - 08/29/2015	1.04	1.08
36	08/30/2015 - 09/05/2015	1.04	1.08
37	09/06/2015 - 09/12/2015	1.04	1.08
38	09/13/2015 - 09/19/2015	1.03	1.07
39	09/20/2015 - 09/26/2015	1.02	1.06
40	09/27/2015 - 10/03/2015	1.01	1.05
41	10/04/2015 - 10/10/2015	1.00	1.04
42	10/11/2015 - 10/17/2015	0.99	1.03
43	10/18/2015 - 10/24/2015	0.99	1.03
44	10/25/2015 - 10/31/2015	0.99	1.03
45	11/01/2015 - 11/07/2015	0.99	1.03
46	11/08/2015 - 11/14/2015	1.00	1.04
47	11/15/2015 - 11/21/2015	1.00	1.04
48	11/22/2015 - 11/28/2015	0.99	1.03
49	11/29/2015 - 12/05/2015	0.99	1.03
50	12/06/2015 - 12/12/2015	0.99	1.03
51	12/13/2015 - 12/19/2015	0.99	1.03
52	12/20/2015 - 12/26/2015	0.99	1.03
53	12/27/2015 - 12/31/2015	0.99	1.03

* PEAK SEASON

03-MAR-2016 11:19:17

830UPD

4_9301_PKSEASON.TXT

E-W Street: Lake Worth Rd
 N-S STREET: Kirk Rd
 TIME PERIOD: AM
 GROWTH RATE: 0.25%
 SIGNAL ID: 37175

Input Data
 COUNT DATE: 6/4/2013
 CURRENT YEAR: 2013
 ANALYSIS YEAR: 2020
 PSF: 1.05

Report Created
 9/28/2017

	Intersection Volume Development												Type	% Complete
	Eastbound			Westbound			Northbound			Southbound				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	102	1433	63	45	977	54	58	81	43	147	95	92		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	107	1505	66	47	1026	57	61	85	45	154	100	97		
Committed Developments														
Race-Trac	0	12	0	3	12	4	0	0	3	4	0	0	NR	44%
Lake Worth Middle School	2	3	0	2	3	0	0	2	2	0	2	2	NR	77.20%
East Parcel Annex	0	1	0	0	1	0	0	0	0	0	0	0	NR	0%
Lantana Airport SDA1	0	40	0	0	11	0	0	0	0	0	0	0	NR	0%
Burger Office	0	17	0	0	5	0	0	0	0	0	0	0	NR	0%
Mid-County Center	0	12	0	3	6	4	0	0	5	8	0	0	NR	49%
Walmart-Palm Springs	1	1	0	1	1	0	0	1	1	0	1	1	NR	72%
Lantana Airport SDA2	0	3	2	0	1	0	1	0	0	0	0	0	NR	0%
Queen Coconut Plaza	0	12	0	1	2	1	0	0	4	4	0	0	NR	0%
Buena Vista Commerce Park	0	3	0	0	1	0	0	0	2	2	0	0	NR	0%
Palm Springs Park of Commerce	0	2	0	0	0	0	0	0	1	1	0	0	NR	75%
Cumberland Farms	0	4	0	1	4	0	0	0	1	0	0	0	NR	28%
Total Committed Developments	3	110	2	11	47	9	1	3	19	19	3	3		
Total Committed Residential	0	0	0	0	0	0	0	0	0	0	0	0		
Total Committed Non-Residential	3	110	2	11	47	9	1	3	19	19	3	3		
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0	0		
Total Discounted Committed	3	110	2	11	47	9	1	3	19	19	3	3		

E-W Street: Lake Worth Rd
N-S STREET: Kirk Rd
TIME PERIOD: PM
GROWTH RATE: 0.25%
SIGNAL ID: 37175

Input Data
COUNT DATE: 6/4/2013
CURRENT YEAR: 2013
ANALYSIS YEAR: 2020
PSF: 1.05

Report Created
9/28/2017

	Intersection Volume Development													
	Eastbound			Westbound			Northbound			Southbound				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
Existing Volume	182	1151	89	99	1567	108	94	165	63	154	151	99		
Diversions	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Peak Season Volume	191	1209	93	104	1645	113	99	173	66	162	159	104		
Committed Developments													Type	% Complete
Race-Trac	0	11	0	3	11	4	0	0	3	4	0	0	NR	44%
Lake Worth Middle School	0	1	0	1	1	0	0	0	0	0	1	1	NR	77.20%
East Parcel Annex	0	4	0	0	4	0	0	0	0	0	0	0	NR	0%
Lantana Airport SDA1	0	14	0	0	39	0	0	0	0	0	0	0	NR	0%
Burger Office	0	7	0	0	21	0	0	0	0	0	0	0	NR	0%
Mid-County Center	0	7	0	6	13	8	0	0	3	4	0	0	NR	49%
Walmart-Palm Springs	2	2	0	3	3	0	0	2	2	0	3	3	NR	72%
Lantana Airport SDA2	0	1	1	0	4	0	3	0	0	0	0	0	NR	0%
Queen Coconut Plaza	0	2	0	4	11	4	0	0	1	1	0	0	NR	0%
Buena Vista Commerce Park	0	1	0	2	4	2	0	0	0	0	0	0	NR	0%
Palm Springs Park of Commerce	0	2	0	1	4	2	0	0	1	1	0	0	NR	75%
Cumberland Farms	0	3	0	1	3	0	0	0	1	0	0	0	NR	28%
Total Committed Developments	2	55	1	21	118	20	3	2	11	10	4	4		
Total Committed Residential	0	0	0	0	0	0	0	0	0	0	0	0		
Total Committed Non-Residential	2	55	1	21	118	20	3	2	11	10	4	4		
Double Count Reduction	0	0	0	0	0	0	0	0	0	0	0	0		
Total Discounted Committed	2	55	1	21	118	20	3	2	11	10	4	4		

APPENDIX D

Appendix D
4280 Lakewood
Traffic Count Results

Military Trail @ Lakewood Road		
11/28/17	Traffic Count	
Start Time	SB Left Turn/U-Turn	Max Queue
7:15 AM	17	1
7:30 AM	20	3
7:45 AM	22	4
8:00 AM	17	2
	76	
5:00 PM	24	3
5:15 PM	25	5
5:30 PM	20	4
5:45 PM	19	5
	88	

Data Collected by Andrea M. Troutman on Tuesday, November 28, 2017.



4280 Lakewood
4280 Lakewood Road, Palm Springs, FL
33461

LAND OWNER:
New Light Fellowship, Inc.
901 Northpoint Parkway, Suite 308
West Palm Beach, FL 33407

DEVELOPER & OWNER AGENT:
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Zoning Stamp

Amendment Stamp



Revision Dates

DATE	DESCRIPTION
09/22/2017	ARQ
10/24/2017	REVISED PER VPS COMMENTS
11/10/2017	REVISED PER VPS COMMENTS
12/01/2017	REVISED PER VPS COMMENTS
12/05/2017	REVISED PER VPS COMMENTS

MARK

PROJECT NO: 0000

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SHEET TITLE

**SITE ELEVATIONS
A2-01**

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SHEET - OF -



SITE ELEVATION- WEST

Scale: 1" = 20'-0"

3



SITE ELEVATION- EAST

Scale: 1" = 20'-0"

2



SITE ELEVATION- SOUTH

Scale: 1" = 20'-0"

4



SITE ELEVATION- NORTH

Scale: 1" = 20'-0"

1



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DATE	DESCRIPTION
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SHEET TITLE

TYPICAL BUILDING ELEVATIONS
A2-02

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11/10/2017	REVISED PER VPS COMMENTS
12/01/2017	REVISED PER VPS COMMENTS
12/05/2017	REVISED PER VPS COMMENTS

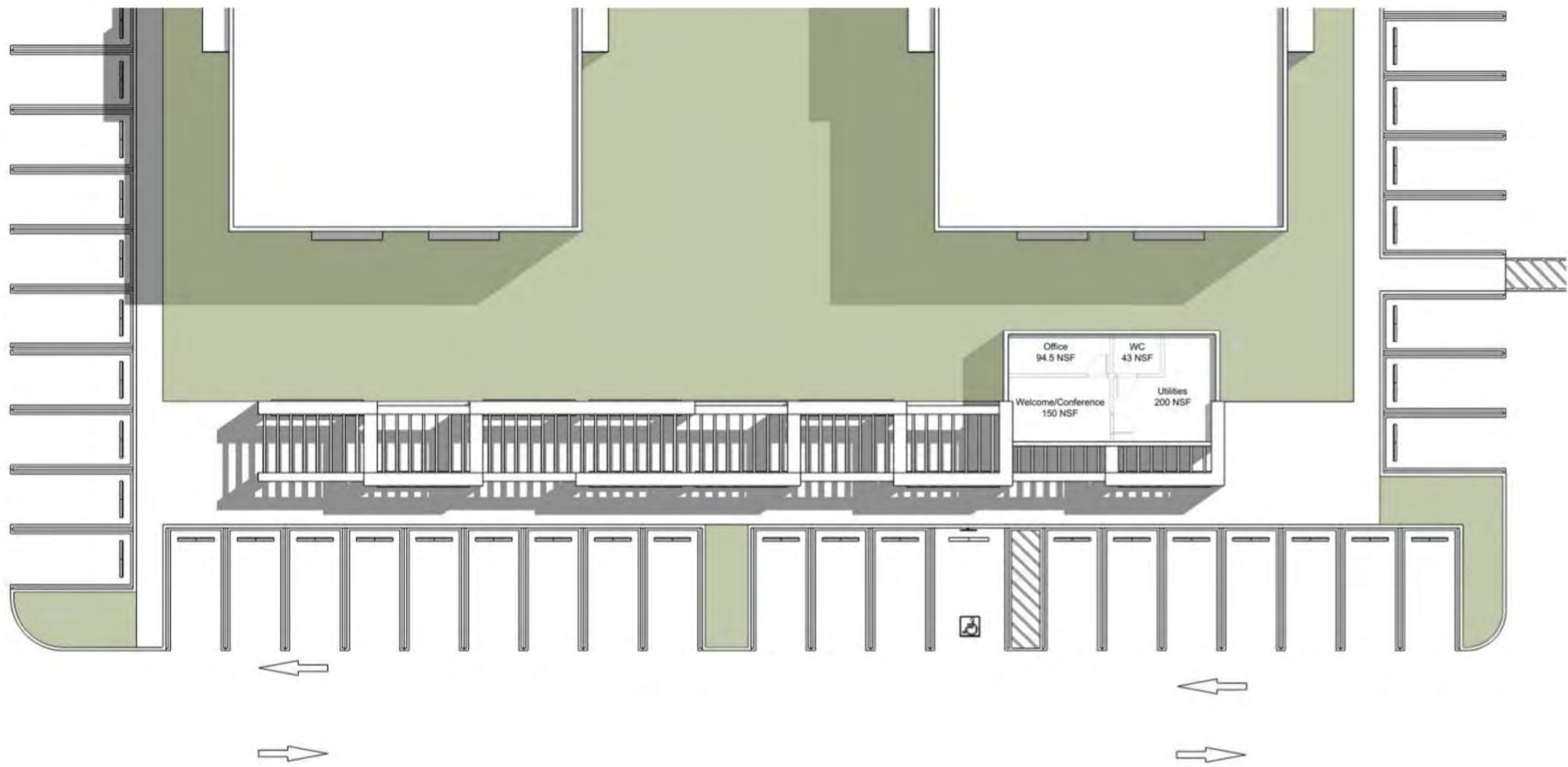
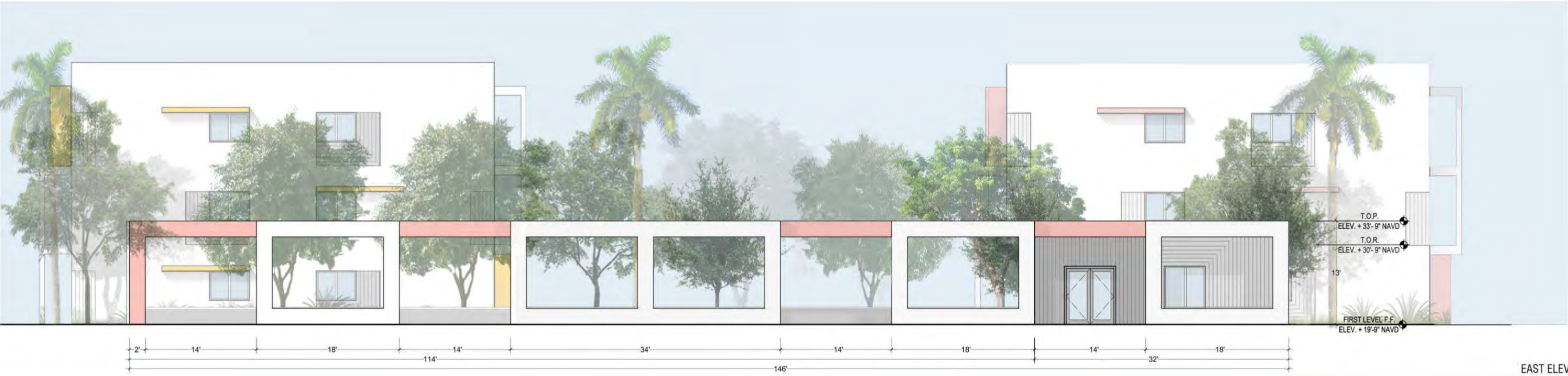
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SHEET TITLE

**COMMUNITY CENTER ELEVATIONS
A2.03**

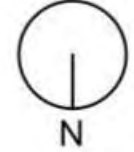
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SHEET OF



KEY PLAN

Scale: 1/16" = 1'-0"





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	12/01/2017	REVISED PER VPS COMMENTS
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SHEET TITLE

RENDERING
A4.01

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Amendment Stamp

Revision Dates

09/22/2017	ARQ

MARK DATE DESCRIPTION
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SHEET TITLE

LAKEWOOD ROAD ELEVATION

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L2-00

SHEET OF



① NORTH PLANTING BUFFER ELEVATION (LAKEWOOD DR.)
SCALE: 1/16" = 1'-0"



② NORTH PLANTING BUFFER ELEVATION ENLARGEMENT (LAKEWOOD DR.)
SCALE: 3/16" = 1'-0"



③ NORTH PLANTING BUFFER ELEVATION ENLARGEMENT (LAKEWOOD DR.)
SCALE: 3/16" = 1'-0"

November 10th, 2017

Re: 4280 Lakewood Road, Palm Springs, FL – Site Plan Project Description, Rev. 1

4280 Lakewood Road is a 4.925 acre, 214,948 SF property, approximately 333' wide by 645.75' long; PCN #70424424000005030. The property is vacant land zoned Commercial by the municipality Village of Palm Springs. The surrounding existing neighborhood is primarily multifamily residential with single family homes and adjacent commercial uses. We are confident our project, designed by world renowned architect, Arquitectonica, will harmoniously meet the Village's Comprehensive Plan and Land Development Code while substantially benefiting the surrounding neighborhood.

We are proposing a primary land use of High Density Residential (RM) 19 du/acre and a proposed Zoning of Residential Multiple-Family (RM) consisting of four (4), twenty four (24) unit, three (3) story apartment buildings (approximately 28,905 SF each) for a total of ninety six (96) dwelling units and 115,620 GSF of residential space. Unit plans consist of forty eight (48) two (2) bedroom units (920 GSF each) and forty eight (48) three (3) bedroom units (1075 GSF each). Each twenty four (24) unit building has two (2) breezeways each containing two (2) staircases that provide access to unit entries as well as covered area to house mail boxes (1st floor only) and storage units. Three (3) waste dumpster receptacles are placed strategically so all residents and guests have easy access.

We are also proposing a standalone property manager office and maintenance utility room for a total (577 SF), a centralized open green space with children's tot lot, picnic tables, grills, walking paths, bike racks, and utilization of existing vegetation and shade trees.

Please refer to Justification narratives for waivers, Rezoning, and Land Use Amendment narratives.

We are providing two roadway ingress and egress points, one from Lakewood Road and the other from 43rd Drive South. The parking and loop access road are positioned around the perimeter of the residential buildings. There is ample parking with a total of 286 spaces. We are providing 2.5 spaces per dwelling unit (240), plus guest parking based on 19% of the 240 spaces (46). We are providing new sidewalks along 43rd Drive South (5' wide) and Lakewood Road (6' wide). Six foot (6') high aluminum picket fences are integrated into the landscape buffer along the East and West property lines to control pedestrian traffic flow.

Water and Sewer: We are connecting to an eight (8) inch water main on the North side of Lakewood Road and a six (6) inch water main along 43rd Drive South, as well as the adjacent gravity sewer system line located in Lakewood Road. See Civil plans for further detail.

Paving and Drainage: This property is located in the C-51 drainage basin. This is a compensating storage basin. We propose storm water draining through new exfiltration trenches into the existing drainage canal on the southern end of the property. We will utilize existing drainage structures in both Lakewood Road and 43rd Drive South. See Civil plans for further detail.

JUSTIFICATION FOR LAND USE AMENDMENT

The Owner/Applicant is requesting that the subject property be granted a Future Land Use change from Commercial to High Density Residential (19 DU/acre) in order to allow the development approval of a 96 unit market rate housing rental apartment complex ("Apartment Complex") as detailed in the accompanying site plan. The request is justified in terms of available infrastructure as identified in the Village Unified Development Application, more specifically:

Infrastructure/Public Services

All infrastructure is in place to justify the proposed land use amendment and serve the proposed Apartment Complex including roadway access, drainage, water and sewer utilities, electrical, power, waste disposal and other public services. See attached FPL Sufficient Capacity letter. VPS Utility Department is in receipt of our project design and is under review.

Natural Resources

The subject property does not contain significant natural resources such that development of the property would otherwise impact the same. It is not anticipated that the proposed Apartment Complex will impact Village or County natural resources in the vicinity of the subject property.

Open Space

The requested land use amendment for the 5.1 acre subject property will have little if any impact on open space within the Village. The proposed development plan indicates that approximately 35% of the site will remain as open space and accommodate site landscaping, recreational amenities and dry retention areas.

Affordable Housing

The requested land use amendment will provide market rate housing within the Village.

Land Use Compatibility

The subject property is located in a residential area of the Village. The proposed request will be compatible with adjacent residential properties.

Intergovernmental Coordination

The proposed request is deemed to be consistent with intergovernmental coordination between Palm Beach County and the Village. PBC Traffic and SCAD submittals are made and progressing towards approvals. VPS Police have reviewed and provided comments. Little, if any impacts will be associated with the request.

Consistency with Goals, Objectives and Policies

The proposed land use amendment is consistent with the Village Comprehensive Plan's goals, objective and policies, most importantly, Chapter I, Objective A.

JUSTIFICATION STATEMENT:
HIGH DENSITY RESIDENTIAL (RM) STANDARDS

Section 34-871 of the Village Code allows uses that are permissible in the RS, RM, CN, CG and IL land development districts, subject to meeting the standards prescribed in subsequent sections of the Code. The uses identified in the description of the project contained in a previous section of this application are permitted in these districts.

Sec. 34-874. – Performance standards.

(a). Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrian-ways and/or providing access to each building.

Response: A 5 ft. wide sidewalk is proposed along the eastern side of the subject property (along the west side of 43rd Drive So.). A 6' sidewalk is proposed on the northern boundary of the subject property (south side of Lakewood Road). The accompanying site plan indicates other pedestrian-ways. Access to each building is provided.

(b). Consolidation of smaller parcels into a larger, unified development project.

Response: The subject property consists of a single parcel of land that will remain under one ownership.

(c). Consolidation of driveways to eliminate curb cuts, with reciprocal easements for access; provision of access from secondary streets and alleys.

Response: Two driveway cuts are being proposed for the entire 5.1 acre project.

(d). Shared parking arrangements to reduce impervious surfaces and promote efficient use of facilities.

Response: The code drives the total parking requirements. The proposed site plan has been designed to minimize excessive parking. For example, no spaces for the manager's office are provided for; but, there will only be one or two persons in the office at any time and the office will operate in the day when most residents are at work.

(e). Provision of sufficient parking to avoid on-street parking, unless designed with on-street spaces.

Response: The proposed plan provides for adequate parking without the need for on-street parking. (See Item 9/Waivers, *infra*).

(f). Pedestrian-scale street lighting along sidewalks and pedestrian-ways.

Response: Site lighting is provided as depicted on the proposed lighting plan and photometric plan.

(g). Aggregation of open space to create common areas of sufficient size for passive/leisure activities.

Response: The project will focus on the “Central Park” (a natural wooded area in the center of the project with other leisure amenities).

(h). Continuity of sidewalks and pathways where disconnects occur; and, provision of sidewalks to usable open spaces and recreation amenities.

Response: Sidewalks and pathways are provided throughout the project per the site plan.

(i). Residential setbacks that allows for a green, semi-private planting area between the sidewalk and the houses.

Responses: No houses are proposed but sufficient landscaping along the perimeter of the property is provided for to meet this standard. See proposed landscape buffers on the site plan.

(j). Promote streetscape where feasible, with maintenance agreements assigning responsibility to adjacent properties.

Response: No maintenance agreement is necessary because the project will be under one ownership.

(k). Create bus waiting areas for safety, for school buses or mass transit, as may be applicable.

Response: This will be addressed as applicable. There are no mass transit services on Lakewood Road; however, one (1) 10 feet by 15 feet school bus shelter along Lakewood Road was requested by PBC School District Senior Planner Michael C. Owens. This request will be accommodated.

(l). Building setbacks or setbacks to respect existing scale and massing of adjacent neighborhoods and promote compatibility.

Response: The subject property abuts two rights-of-way, Lakewood Road on the north and 43rd Drive So. on the east. On the north, the building setbacks have been established at a minimum of twenty three (23) feet from the Lakewood Road right-of-way; a building setback over ninety (90) feet from 43rd Drive So. right-of-way; the south property line abuts the back of a Home Depot with a wall and there is a retention area; and, the residential properties on the west side property line will be heavily screened with landscape and the buildings are set back ninety (90) feet from the western perimeter.

(m). Provisions of original, self-confident building design, and prohibition of metal buildings.

Response: Architectural plans that accompany this request should be reviewed for compliance with this standard.

(n). Buffers between differing uses to include a six (6') foot aluminum fence and landscaping to promote compatibility.

Response: There is only one use. Not applicable.

(o). Adequate vehicular circulation, traffic maintenance and/or operational measures that does not negatively impact existing roadway conditions, including avoidance of dead-end streets and t-style turnarounds.

Response: The project architect, civil engineer, and traffic consultant have worked closely with PBC and Village Staff, respectively, to insure that adequate circulation and operational measures are included in the site design.

COMMENTS TO BE ADDRESSED AT TIME OF RE-SUBMITTAL

Item 1 – Conservation Easement

The Village and the Palm Beach County legal departments are cooperating to extinguish conservation easement that burdens the site. The easement was executed and recorded in connection with a proposed development that never happened at a time when the property was in Palm Beach County. The property was since annexed into the Village. It is agreed that the easement release shall be recorded prior to issuance of the final building permit.

SECTION 34-875 – WAIVERS

Item 4 – Waiver From Landscape Buffer Requirements

Architectural plans that accompany this request should be reviewed for compliance. No waiver is needed. This request is withdrawn.

Item 5 – Waiver From Section 34-1328 to Allow For 22' Instead of 26' Drive Lanes

Applicant requests that the internal driveway be constructed at 22' width instead of 26' width.

It is in the best interest of the project to maximize the natural wooded area which will set this project apart. This will allow for more landscaping and natural preserve in the wooded common areas.

The drive-way loop around the perimeter of the project will have a 15 mph posted speed limit. This will translate into 8 more feet of open green space the length of the center park and less impervious area without any off setting safety issues.

Slower vehicular traffic is better in these situations.

Item 7 – Waiver From Section 34-1329 Regarding Impervious Surface

Section (12) of Sec 34-766 provides a limitation of Maximum impervious or semi-impervious area of 55%. Due primarily to the parking requirements, the current plan depicts 57% coverage. A waiver is requested for the 2% deviation. Please note that 29 of the parking spaces are proposed to be Grasscrete.

Item 9 – Waiver From Section 34-1329 Regarding Parking Requirements

There are 96 apartment units. Parking requirements per code are:

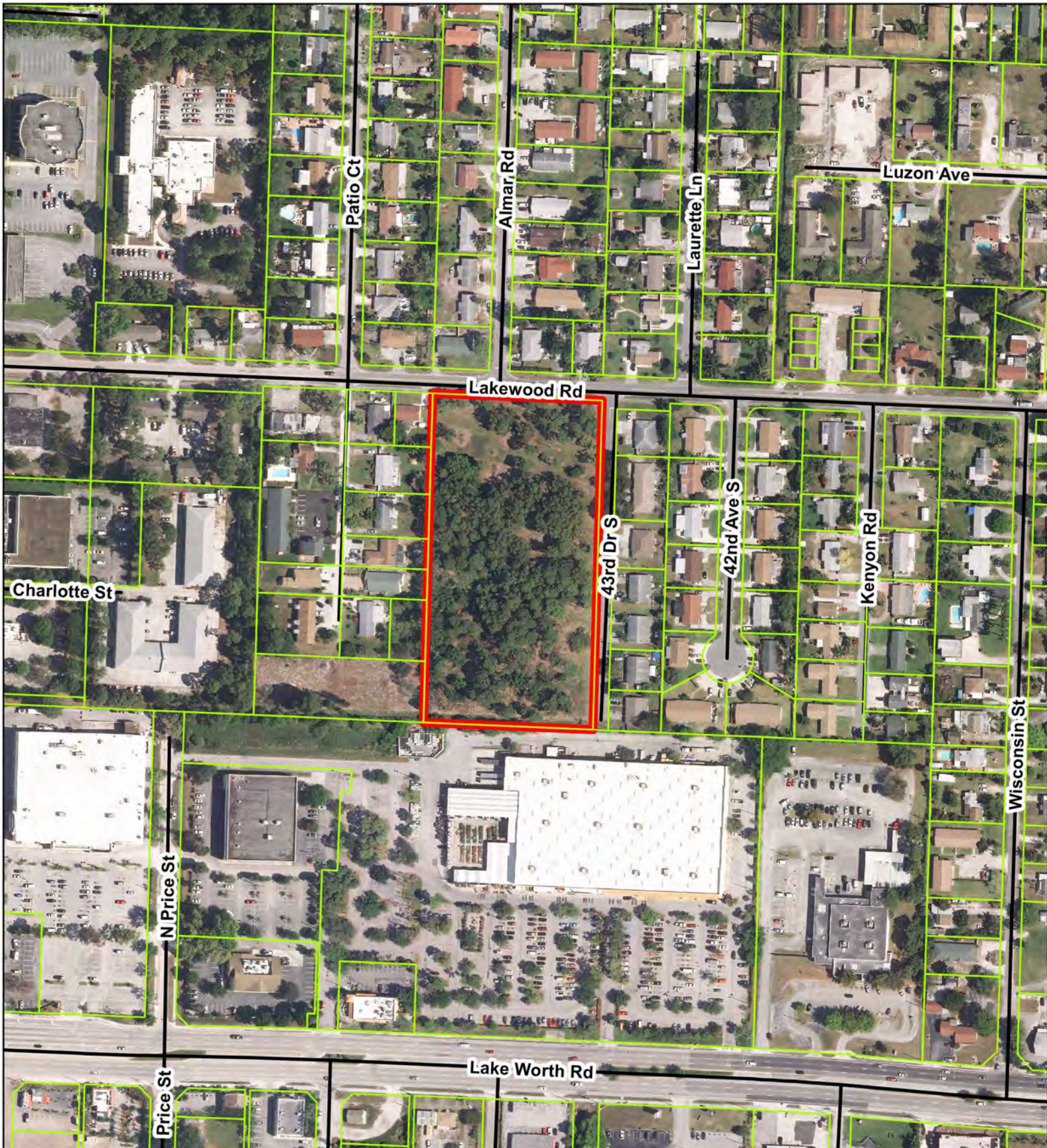
	Spaces
Required by Code: 96 units x 2½ spaces plus 25% of the total for guest parking	300
Total Parking Spaces Provided	286

Applicant requests that it be allowed a 14 space reduction in total parking. This is less than a 5% reduction in the total code requirement.

- a. The request is in harmony and consistent with the intent of the Village’s Comprehensive Plan and Land Development Code. In particular, it will not be detrimental to the public health, safety and welfare. It is submitted that many of the “market rate housing” tenants will not only have two cars in the family and, nowadays, there are more 1 car families because of growing expenses: car payments, insurance, gas and maintenance. The availability of public transportation on Lake Worth Road and Military Trail is more affordable.
- b. By requiring less parking, there is more site available for meeting or exceeding other minimums. (See c. *infra*).
- c. The minimum open space by code is 20% of the site. The current plan indicates 35% open space with emphasis on natural areas.
- d. See c. *supra*.
- e. See proposed site plan to indicate parking lot screening and buffering.
- f. Economic considerations are not the issue; but, meeting a need for market rate housing is.
- g. The existing land use of neighboring property is residential. This proposed use is far more compatible than the current commercial land use.
- h. Easing of the parking requirements allows more generous common amenity and recreation area on site.
- i. Height is not an issue. N/A.

Village of Palm Springs

4280 Lakewood Road



4280 Lakewood Rd

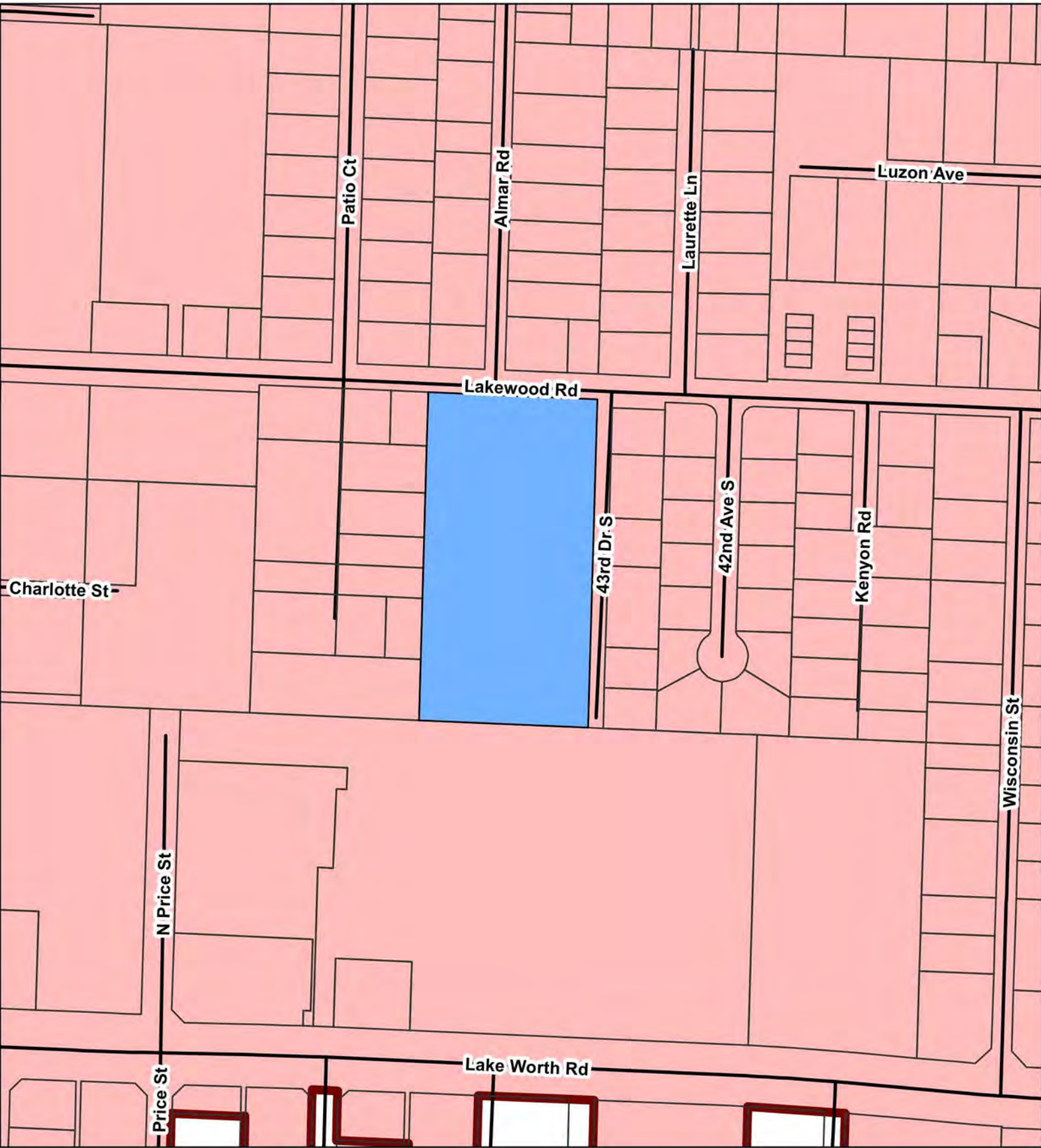
0 150 300 600 Feet

Date: 9/19/2017



Village of Palm Springs

4280 Lakewood Road



 4280 Lakewood Rd
 Village Limits

0 150 300 600 Feet

Date: 9/19/2017



Sec. 34-875. - Waivers.

- (1) The use of innovative and creative techniques and concepts may require one or more waivers from the strict interpretation of the Village Land Development Code and applicable code provisions related to lot size, frontages, setbacks, height, lot coverage, parking, design standards, and other requirements, may be granted for good cause shown and shall be demonstrated to be in harmony with the purpose, and objectives of the comprehensive plan land use designation and the performance standards of this subdivision. Waivers may not be requested from density and intensity limitations.
- (2) Waivers may be granted by the village council, following an advisory recommendation by the land development board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of a mixed use development.
- (3) Requests for waivers shall be submitted in writing and shall address each of the following criteria:
 - a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety and welfare.
 - b. The request results from innovative design in which other minimum standards are exceeded.
 - c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.
 - d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.
 - e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.
 - f. Economic hardship may not be used to justify waivers.
 - g. The result is compatible with existing and potential land uses adjacent to the development site.
 - h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available on the immediate vicinity of the proposed development.
 - i. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.

(Ord. No. 2014-19, § 2, 9-11-2014)





THE
LAKE WORTH HERALD

Published Once a Week

Lake Worth, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Village of Palm Springs Notice of Public Hearing to be held on Tuesday, Oct. 9, 2018, 6:30 p.m. by the Planning and Zoning Board in the Village Hall Council Chambers, 226 Cypress Ln., Palm Springs, FL regarding an application submitted by Juan R. Aloma, 3618 Lakewood Road for a side setback variance.

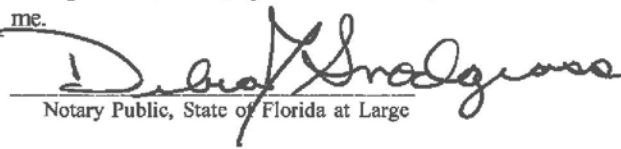
was published in said newspaper in the issue of

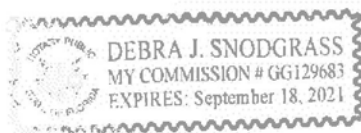
September 27, 2018

Affiant further says that the said *The Lake Worth Herald* is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 27th day of September, 2018, by Mark J Easton, who is known to me.


Notary Public, State of Florida at Large



Legal Notice No. 34406

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Tuesday, October 9, 2018 at 6:30 p.m. by Planning & Zoning Board
In the Village Hall Council Chambers at 226 Cypress Lane, Palm Springs to consider:

Side Setback Variance

An application submitted by Juan R. Aloma, owner of the property ("Applicant"), for a side setback variance (PSV18-04), to add approximately seven hundred-twenty seven (727) square footage to the existing residential single family home, to be setback fifteen feet (15') from West side property line, to be located at 3618 Lakewood Road.

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed at the Village Clerk's Office.

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

VILLAGE OF PALM SPRINGS, FLORIDA

Kimberly M. Wynn, Village Clerk
Publish: *The Lake Worth Herald*
September 27, 2018



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Administration

ITEM 10.3: Discussion - Proposed American Rescue Plan Act of 2021 (ARP) Funding & Options

SUMMARY: Staff will provide the Village Council with an update on the proposed American Rescue Plan Act of 2021 (ARP) funding, which is being provided as part of the federal government's efforts to provide a stimulus to the economy and support government during the COVID-19 pandemic. Staff will seek direction from the Council on proceeding forward with how best to utilize this funding opportunity.

Note: This item may be moved to the May 13, 2021 Village Council meeting as there is still not clear guidance on how this funding may be utilized. Further, the exact amount of funding to be received by the Village may change from the the amount that was previously announced.

FISCAL IMPACT:

ATTACHMENTS:



Village of Palm Springs

Executive Brief

AGENDA DATE: April 8, 2021

DEPARTMENT: Administration

ITEM 10.4: Discussion - Proposed Res. No. 2021-12 - CPF for Park Connector Pathway

SUMMARY: Staff will provide an update to the Village Council regarding the allocation of Federal Community Project Funding (CPF) towards the Park Connector Pathway Project.

FISCAL IMPACT:

ATTACHMENTS:

Proposed Res. No. 2021-12 - Federal Community Project Funding for the Park Connector Pathway System (Revised)

RESOLUTION NO. 2021-12

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, SUPPORTING THE ALLOCATION OF FEDERAL COMMUNITY PROJECT FUNDING (CPF) IN FISCAL YEAR 2022 TOWARDS THE PARK CONNECTOR PATHWAY PROJECT, A VILLAGE-WIDE TRAIL SYSTEM THAT IS PLANNED TO CONNECT NINE OF THE VILLAGE'S PARKS WITH A WIDE MULTI-USE PATHWAY THAT CONNECTS RESIDENTIAL NEIGHBORHOODS, TRANSIT STOPS AND VILLAGE PARKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes;

WHEREAS, the Village has determined that it is in the best interest of the community to undertake the Park Connector Pathway ("Project") and is expected to continue with construction and installation of the proposed improvements; and

WHEREAS, the Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the Project:

- (1) will benefit low- and moderate-income persons; and
- (2) is a public access facility in need of repair, including ADA and accessibility improvements; and

WHEREAS, the Project lies entirely within a public area that is used by and available to residents of the Village's CDBG target area, as well as the entire community and the general public for direct access between Village residential neighborhoods, transit stops and recreational facilities; and

WHEREAS, the Project will provide a safe, alternative means of transportation other than the automobile between various destinations within the Village; and

WHEREAS, the Project is expected to improve the overall health of Village residents by increasing opportunities for safe and enjoyable modes of exercise, including walking and

jogging.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, as follows:

Section 1. The "Whereas" clauses are incorporated herein, are true and correct and are hereby made a specific part of this Resolution.

Section 2. The Village Council hereby authorizes and directs the Village Manager to submit a funding request application through Congresswoman Lois Frankel for Fiscal Year 2022 Community Project Funding to undertake the Project.

Section 3. All funds derived from this Grant will be used toward completion of the Pathway project.

Section 4. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
GARY READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCILMEMBER	☐	☐	☐
PATTI WALLER, COUNCILMEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of April 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY