VILLAGE COUNCIL AGENDA
REGULAR MEETING
226 Cypress Lane, Palm Springs, Florida 33461
Thursday, June 10, 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 Resolution No. 2021-17 - Support Prioritization of Congress Avenue Pedestrian Improvements by Palm Beach Transportation Planning Agency (TPA)
   1. Proposed Resolution No. 2021-17 Congress Avenue from Lake Worth Road to Forest Hill Blvd
   2. Proposed Congress Avenue State Road Modifications - Palm Beach Transportation Planning Agency
   3. Preliminary Cost Estimates - TPA Prioritized Improvements for Congress Avenue

   6.2 Approve Change Order #1 - Impact Fee Study - Planning, Zoning & Building Department (FY 2021 Budget Funded - General Fund) - Tindale Oliver
   1. Proposed 1st Amendment - Agreement for Professional Services - Impact Fees - Tindale Oliver
   2. Exhibit "A" - Additional Services Quote

3. Agreement for Professional Services - Impact Fees - Tindale Oliver

6.3 Approve Interlocal Agreement - Restrictions of Land Development - Community Land Trust of Palm Beach County
1. Proposed Interlocal Agreement - Restrictions on Development of Land - Community Land Trust (CLT) of Palm Beach County
2. Community Land Trust (CLT) Approved Site Plan and Final Surveys
3. Certificates of Occupancy - 3960 Dale Rd & 3974 Dale Rd

6.4 Approve Minor Construction Projects Contract - Piggyback - Public Service Department (FY 2021 Budget Funded) – Wynn and Sons Environmental Construction, Inc.
1. Piggyback Ageement for Minor Construction 2021- Wynn and Sons.pdf
2. Approval to Piggyback - Wynn and Sons Environmental Construction
3. Palm Beach County - Executed Contract - Wynn and Sons Environmental Construction
4. Palm Beach County - Bid Tabulation - Wynn and Sons Environmental Construction
5. Palm Beach County - Bid Response - Wynn and Sons Environmental Construction
6. Palm Beach County - Invitation to Bid

6.5 Approve Water Well #17 Rehabilitation (Task Order No. 290) - Work Authorization No. CD-U03- Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Centerline Drilling, Inc.
1. Village of Palm Springs - Work Authorization Number CD-U03 - Well 17
2. Cost Estimate - Centerline Drilling, Inc.

6.6 Approve R.L. Pratt Water Treatment Plant Emergency Generator Replacement Project (Task Order No. 296 - Work Authorization HE-U09) - Professional Engineering Services - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Holtz Consulting Engineers
1. Proposed Work Authorization No. HE-U09 - Task Order #296 - Pratt Plant Replacement Generator - Holtz Consulting
2. FY 2021 CIP Form - Pratt Plant Replacement Generator

6.7 Approve Florida Mango Road Utility Relocation Design (Task Order No. 295 – Work Authorization WG-U02) – Professional Engineering Services - Public Service Department (FY 2021 Budget - Water and Sewer Enterprise Fund) – WGI
1. Proposed Work Authorization - Task Order #295 - Proposed Florida Mango Road Utility Relocation Project (10th Ave N to Edgewater) - Design & Engineering - WGI
2. General Engineering Consulting Services Continuing Contract - WGI
3. FY 2021 CIP Form - Proposed Florida Mango Road (10th Ave N to Edgewater) Utility Relocation Project - Design & Engineering
4. Public Notice FL Mango Road (Additional Information)
5. Florida Statutes Chapter 337.401 (Additional Information)

6.8 Approve Solar Chloride (Solar Salt) Purchase Agreement - Cooperative Purchasing (Piggyback) - Public Service Department (FY 2021 Budget Funded) - Morton Salt, Inc.

1. Proposed Agreement - Morton Salt, Inc.
2. City of Boca Raton - Executed Contract
3. City of Boca Raton - Invitation to Bid
4. City of Boca Raton - Bid Tabulation
5. City of Boca Raton - Morton Salt Bid Response

END OF CONSENT AGENDA

7. PRESENTATIONS

7.1 Updates on Legislative Session - Senator Lori Berman Florida District 31

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

9. PUBLIC HEARINGS

9.1 Resolution No. 2021-16 - Abandonment of Unimproved Platted Alley - East side of Elizabeth Street
1. Proposed Resolution No. 2021-16 - Abandonment of Unimproved Platted Alley - East side of Elizabeth Street
2. Recorded County Deed - Village of Palm Springs
3. Abandonment Request Letter - Iglesia de Dios Ebenezer International
4. Abandonment Request Application - Iglesia de Dios Ebenezer International
5. Utility Letters - No Objection
6. Plat Book 21, Page 41
7. Iglesia de Dios Ebenezer International - Survey
8. Aerial Map and Location Map
9. LWH Advertisement - Resolution No. 2021-16 - Abandonment of Elizabeth Street

9.2 Ordinance No. 2021-05 - Land Use Plan Amendment (Large Scale) - 2085 South Congress Avenue and 3243 Lillian Road (Proposed Palm Springs Residences Residential Planned Development) [*First Reading*]
1. Proposed Ord No. 2021-05 - Comprehensive Plan Amendment (Large Scale) 2085 South Congress Avenue and 3243 Lillian Road
2. Exhibit "A" - Staff Report and Recommended Conditions of Approval
3. Applicant's Future Land Use Map Amendment Analysis and Justification
4. Site Plan, Civil Plans, Landscape Plans, Architectural Plans & Letters (for informational purposes only)
5. Colored Site Plan and Rendering (for informational purposes only)
6. School Capacity Availability Determination
7. FDOT Pre-Application Approval Letter
8. Proposed Median Improvements
9. Legal Description and Survey
10. Aerial Map, Location Map and Future Land Use Map
11. Letters to Support or Oppose

9.3 Resolution No. 2021-14 - Site Plan Amendment (SPR21-07) and Special Exception Use (PSSE21-03) - Brave Little Stars Academy - 3108 South Congress Avenue

1. Proposed Resolution No. 2021-14 - Site Plan (SPR21-07), Special Exception Use (PSSE21-03) & Hours of Operation Variance (PSV21-09) - Brave Little Stars Academy - 3108 South Congress Avenue
2. Exhibit "A" Staff Report and Conditions of Approval - Brave Little Stars Academy
3. Project Narrative and Justification Statement - Brave Little Stars Academy
4. Site Plan, Landscape Plan, Architectural Plans and Letters - Brave Little Stars Academy
5. Warranty Deed
6. Proposed Color Rendering - Brave Little Stars Academy
7. Aerial Map and Location Map
8. LWH Advertisement for Resolution No. 2021-14

9.4 Public Workshop - Proposed Impact Fees Increase - Extraordinary Circumstances Necessitating and Justifying Impact Fees for Law Enforcement and Parks & Recreation

1. Impact Fee Study - Tindale Oliver - Final Report March 18, 2021
2. New Legislation - House Bill 337 - Impact Fees
3. LWH Advertisement - April 29, 2021 - Notice of Proposed Impact Fee Workshop

9.5 Proposed Ordinance No. 2021-03 - Village Code Amendment - Chapter 34 - Law Enforcement and Parks & Recreation Impact Fees (*Second Reading*) [Hearing Continued from May 13, 2021]

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 - Final Report dated 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

10. ACTIONS AND REPORTS

10.1 Discussion - Village of Palm Springs Police Department Building Expansion - Update & Options

1. Police Department Building Expansion Presentation

10.2 Discussion - American Rescue Plan (ARP) Act - Update & Options

1. American Rescue Plan Presentation
2. List of Requested Projects from Department Heads

11. VILLAGE MANAGER COMMENTS

12. VILLAGE COUNCIL COMMENTS

13. ADJOURNMENT

Next Meeting

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

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Administration

ITEM 6.1: Resolution No. 2021-17 - Support Prioritization of Congress Avenue Pedestrian Improvements by Palm Beach Transportation Planning Agency (TPA)

SUMMARY:

The Palm Beach Transportation Planning Agency (TPA) has identified the Congress Avenue corridor, between Lake Worth Road and Forest Hill Boulevard, as an area of interest due to the high number of pedestrian crashes along this street. The number of crashes is a serious concern as the surrounding residential community is characterized as an underserved population that is likely to walk and/or use transit services/infrastructure. Additionally, the proximity of Palm Beach State College, which serves as a transit hub, contributes to the increasing safety concerns within this area.

Note: From 2015-2020 the corridor had three (3) fatal and 14 serious injury crashes with two (2) of the fatal crashes involving pedestrians.

Note: Several years ago the Village's Community Policing Officers recommended to the Mavericks administration that a formal mid-block pedestrian crossing be pursued in the same general location due to the number of students using Palm Tran and the location of the northbound bus stop immediately opposite the school influencing unprotected mid-block crossings.

As a result, the TPA conducted an evaluation of the corridor and determined several improvements that would make Congress Avenue safer for pedestrians. The proposed improvements would be within the existing road rights-of-way and include:

- Special Emphasis crosswalk markings at the six (6) signalized intersections
- Installation of two (2) mid-block crossings: French Avenue, across from Palm Beach Preparatory Charter Academy (formerly known as Mavericks High) and Floweva Lane,

north of G-Star School of the Art
- Construction of a raised curb separator between the sidewalk and parking lot at Capitol Mall (3745 South Congress Avenue)
- Installation of pedestrian level lighting
- Installation of bus elements (shelters, benches, landing pads) at existing Palm Tran
- Shifting an existing light pole (at Giuliano Avenue) out of the middle of the sidewalk

The TPA is proposing that FDOT design and fund the installation of these improvements and desires to include them within the Transportation Improvement Plan (TIP). The estimated cost of the improvements totals $2,502,274.02. If approved, the TPA's proposed state road modifications would most likely be added in the new 5th year within the TIP, but this project may be moved up as funding allows.

While this would be a State of Florida project, the Village would be responsible for any new pedestrian lighting maintenance consistent with existing street light agreements that the Village maintains with Lake Worth Electric and Florida Power & Light. Currently, the Village receives funding to support this annual and ongoing maintenance cost and we are expecting that this new project will be included with the FDOT's annual funding that is provided to the Village.

The Village's six (6)-Year Capital Budget Plan (CIP) identifies similar pedestrian safety enhancements (special emphasis crosswalk markings) for the intersection of Congress Avenue and 10th Avenue North in FY 2022 through infrastructure sales tax dollars. The TPA prioritization of this proposed new FDOT project would allow the Village's funds (estimated at $50,000) to be expended elsewhere.

The TPA staff is requesting that a resolution be approved by the Village Council supporting the proposed new project and acknowledging that the Village would be responsible for the maintenance of new, proposed lighting.

Note: The Village will have the ability to provide input on the style/type of the pedestrian lighting to be installed as well as the proposed bus shelters during FDOT's design phase.

The proposed Interlocal Agreement was prepared by the Palm Beach TPA and reviewed by the Village Attorney, the Assistant Village Manager, Assistant Public Services Director and the Finance Director.

FISCAL IMPACT:

The proposed improvements will require the Village to maintain pedestrian lighting as part of its street lighting agreements with Lake Worth Electric and FPL.

ATTACHMENTS:

Proposed Resolution No. 2021-17 Congress Avenue from Lake Worth Road to Forest Hill Blvd
Proposed Congress Avenue State Road Modifications - Palm Beach Transportation Planning Agency

Preliminary Cost Estimates - TPA Prioritized Improvements for Congress Avenue

RESOLUTION NO. 2021-17

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, SUPPORTING THE PRIORITIZATION BY THE PALM BEACH TRANSPORTATION PLANNING AGENCY (TPA) FOR CONSTRUCTION OF PEDESTRIAN MID-BLOCK CROSSINGS, ROADWAY AND PEDESTRIAN-SCALE LIGHTING, AND BUS STOP AMENITIES ON CONGRESS AVENUE FROM LAKE WORTH ROAD TO FOREST HILL BOULEVARD; SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION'S ADMINSTERING OF PROJECT CONSTRUCTION; AND THE VILLAGE OF PALM SPRINGS COMMITMENT OF ONGOING OPERATION AND MAINTENANCE EXPENSES FOR THE PEDESTRIAN LIGHTING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Palm Beach Transportation Planning Agency (TPA) desires to prioritize Congress Avenue from Lake Worth Road to Forest Hill Boulevard (Project), including the addition of roadway and pedestrian lighting, special emphasis crosswalk markings, and midblock crosswalks at French Avenue and Floweva Lane on the TPA's List of Priority Projects; and

WHEREAS, the TPA is prioritizing state funding for the design and construction of the Project on a Florida Department of Transportation (FDOT) roadway; and

WHEREAS, the project limits lie within the Village of Palm Springs and the Village operates and maintains the existing lighting within the project limits; and

WHEREAS, after construction of the Project, the Village agrees to appropriate such funds as may be necessary for the continued operation and maintenance of the lighting.

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

Section 1. The foregoing recitals are true and are incorporated herein.

Section 2. The Village of Palm Springs hereby supports the prioritization of the project by the TPA on the List of Priority Projects.

Section 3. If the Project is programmed and constructed, the Village agrees to appropriate funds necessary for the ongoing maintenance and operations of the pedestrian lighting.

Section 4. 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:

	Aye	Nay	Absent
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 M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

PALM BEACH
Transportation
Planning Agency

State Road Modifications FY 21 Project Candidates

Task 1. Project Scope Definition



SR-807 (Congress Avenue) from Lake Worth Road to Forest Hill Boulevard

December 2020

Table of Contents

Introduction 1
Roadway 3
Transit 3
Lighting 5

List of Figures

Figure 1. Project Location..... 2
Figure 2. Existing Typical Section 3
Figure 3. Midblock crossing between Carol Avenue and Rex Avenue 1
Figure 4. West side of SR-807 (Congress Avenue) in front of Capitol Mall..... 2
Figure 5. Example of a raised curb separator 3
Figure 6. Bus stop elements and passenger amenities at Bus Stop #902 4
Figure 7. Bus stop elements and passenger amenities at Bus Stop #649 5
Figure 8. Northeast corner of the intersection of SR-807 (Congress Avenue) and Giuliano Avenue 6
Figure 9. Example of pedestrian lighting in Lake Worth Beach 6

List of Tables

Table 1. Summary of the Proposed Modifications..... 1

Introduction

SR-807 (Congress Avenue) from Lake Worth Road to Forest Hill Boulevard is approximately a 2.3-mile corridor classified as an Urban Principal Arterial within the Village of Palm Springs. Figure 1 depicts the project location, which is largely within an urban commercial area with residential areas located behind a thin strip of commercial uses.

Sidewalk facilities are present through the entirety of the corridor; however, there are no bicycle facilities provided.

The proposed modifications along SR-807 (Congress Avenue) include lighting, updated crosswalk markings, proposed midblock crosswalks, and transit amenities that will provide a safe, efficient, and connected multimodal transportation system. Table 1 summarizes the proposed modifications and the remainder of the report provides further details. All proposed modifications are feasible within the available right-of-way. Some ADA landing pads may require easements from the adjacent property owners.

Table 1. Summary of the Proposed Modifications

	Proposed Modifications
Roadway	Install Special Emphasis crosswalk markings at six (6) signalized intersections and existing crossings should adhere to standard crossing markings for stop or yield-controlled intersections.
	Construct a raised curb separator on the west side of SR-807 (Congress Avenue) between the sidewalk and the Capitol Mall parking drive aisle.
	Install midblock crosswalks at SR-807 (Congress Avenue) and French Avenue and SR-807 (Congress Avenue) and Floweva Lane.
Transit	Install bus stop elements and passenger amenities where applicable, such as bus shelters, benches, and landing pads.
Lighting	Install pedestrian lighting to illuminate pedestrian areas.
	Relocate the existing cobrahead streetlight at the northeast corner of SR-807 (Congress Avenue) and Giuliano Avenue to the back of sidewalk.

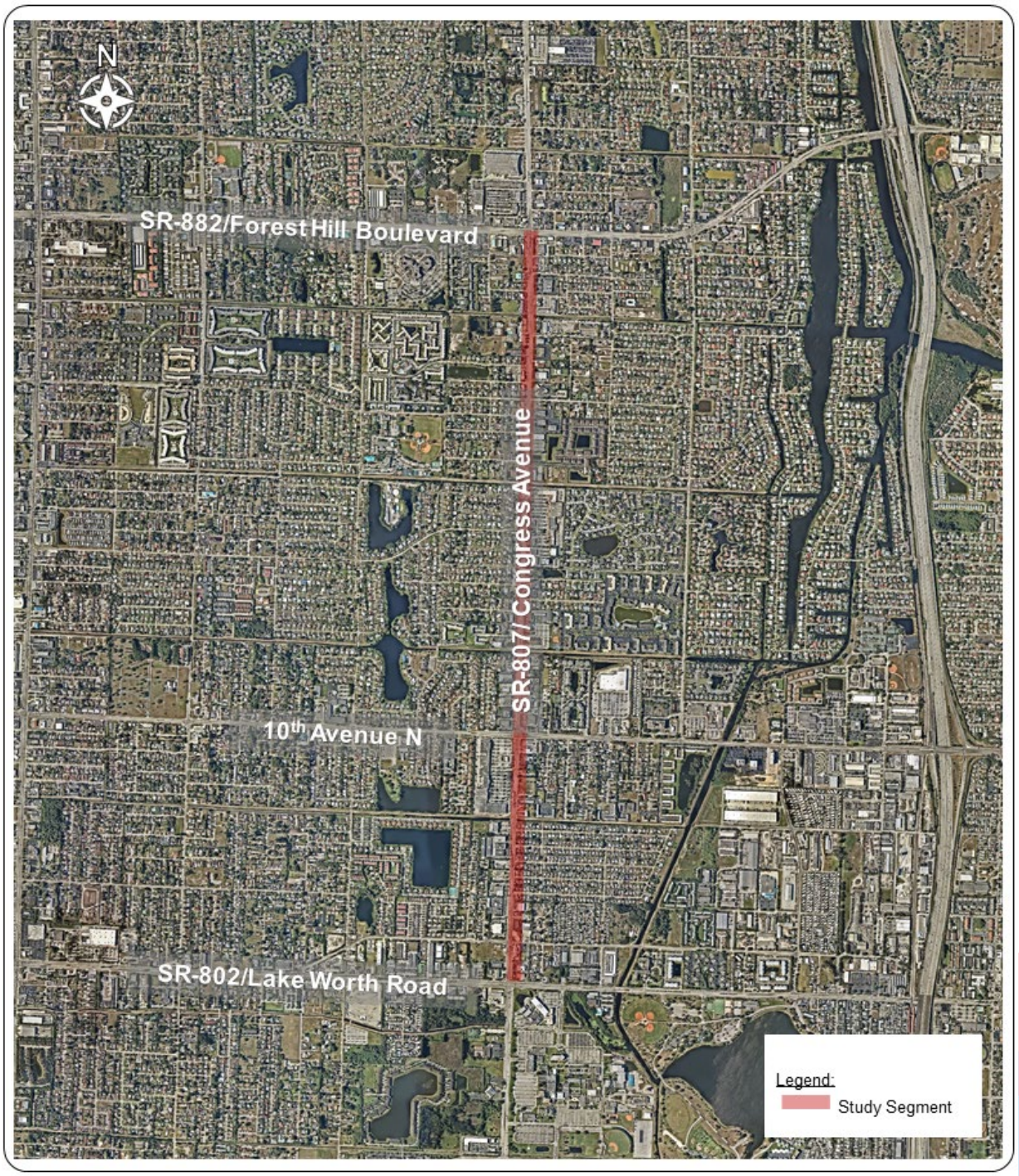


Figure 1. Project Location

Roadway

The existing typical section is shown in **Figure 2**. SR-807 (Congress Avenue) from Lake Worth Road to Forest Hill Boulevard is a six-lane divided roadway with a right-of-way (ROW) of 100 feet. Alternating left-turn lanes are provided in the median.



Figure 2. Existing Typical Section

The Village of Palm Springs conducted the *Congress Avenue Corridor Study*. The corridor was divided into three segments; North: Southern Boulevard south to Forest Hill Boulevard, Central: Forest Hill Boulevard south to 2nd Avenue north, and South: L-12 south to Atlantis limits. Listed below are the common strategies included to develop a streetscape program that will establish an identity for the corridor.

- Common landscape theme
- Intersection treatments
- Pedestrian amenities
- Decorative bus stops
- Decorative street lights

In addition to the *Congress Avenue Corridor Study*, the Palm Springs Community Redevelopment Agency (CRA) prepared the *Community Redevelopment Plan, 2019*. One of the community inputs received regarding redevelopment priorities that the CRA should focus is safe sidewalks and crosswalks, speed regulating devices, street lights and more protection for our children.

The implementation of the proposed modifications along SR-807 (Congress Avenue) supports the streetscape program from the *Congress Avenue Corridor Study* and aligns with the community input received from the *Community Redevelopment Plan, 2019*.

Crosswalks

Special emphasis crosswalk markings are recommended on all approaches for the following six (6) signalized intersections.

- SR-807 (Congress Avenue) and Lake Worth Road
- SR-807 (Congress Avenue) and 2nd Avenue North
- SR-807 (Congress Avenue) and Greenbrier Drive
- SR-807 (Congress Avenue) and Dolan Road
- SR-807 (Congress Avenue) and Lillian Road
- SR-807 (Congress Avenue) and Forest Hill Boulevard

Existing crossings should adhere to standard crossing markings for stop or yield-controlled intersections. The installation of Special Emphasis crosswalk markings and standard crosswalk markings would need to adhere to the *FDOT Design Manual (FDM)*, Chapter 222.2.3, and *FDOT Standard Plans*, Index 711-001. The FDM represents requirements for the State Highway System which must be met for design of FDOT projects.

Shown in **Figure 3** is an existing midblock crosswalk between Carol Avenue and Rex Avenue. Additional proposed midblock crosswalks were identified to encourage safe pedestrian crossing and prevent crossing the street, not at a designated crosswalk. This provides transit users a designated safe crossing since there are transit stops near the intersections.

- SR-807 (Congress Avenue) and French Avenue
- SR-807 (Congress Avenue) and Floweva Street



Figure 3. Midblock crosswalk between Carol Avenue and Rex Avenue

Raised Curb Separator

On the west side of SR-807 (Congress Avenue), approximately 390 feet north of 2nd Avenue North, the drive aisle of the surface parking lot for the Capitol Mall is at-grade with the sidewalk. Figure 4 depicts this condition, which exists for 250 feet. It is recommended to include the construction of a raised curb separator to provide a clear distinction between the vehicles in the drive aisle of the surface parking lot and pedestrians on the sidewalk, similar to Figure 5.



Figure 4. West side of SR-807 (Congress Avenue) in front of Capitol Mall



Figure 5. Example of a raised curb separator

Transit

There are varying bus stop elements and passenger amenities along the study corridor as shown in **Figure 6** and **Figure 7**. Landing pads at bus stops need to be updated to be clear of obstructions and be at least 96 inches (8 feet) from the curb/roadway and at least 60 inches (5 feet) parallel to the roadway per the Americans with Disabilities Act Accessibility Guidelines (ADAAG). However, best practice is to provide 40 feet of unobstructed pavement parallel to the roadway. It is recommended to include installation of bus stop elements and passenger amenities where applicable, such as bus shelters, benches, and landing pads.



Figure 6. Bus stop elements and passenger amenities at Bus Stop #902



Figure 7. Bus stop elements and passenger amenities at Bus Stop #649

Lighting

There are cobrahead streetlights along the entirety of the corridor on the east side of SR-807 (Congress Avenue). The west side includes cobrahead streetlights at the intersections of 2nd Avenue North and 10th Avenue North. Pedestrian lighting is not provided. Additionally, at the northeast corner of the intersection of SR-807 (Congress Avenue) and Giuliano Avenue, the cobrahead streetlight is located in the center of the sidewalk. This prevents a clear path for the pedestrian zone, and the minimum width is 4 feet, as shown in **Figure 8**.

It is recommended to install pedestrian lighting on both the west and east side of SR-807 (Congress Avenue) to improve safety conditions and illuminate pedestrian areas. Shown in **Figure 9** is an example of pedestrian lighting. The relocation of the cobrahead streetlight at the northeast corner of SR-807 (Congress Avenue) and Giuliano Avenue needs to be relocated to provide the minimum width of 4 feet.



Figure 8. Northeast corner of the intersection of SR-807 (Congress Avenue) and Giuliano Avenue



Figure 9. Example of pedestrian lighting in Lake Worth Beach

ENGINEERS COST ESTIMATE

(Must be Used for Projects Administered by FDOT)

Project Description: SR-807/Congress Avenue from Lake Worth Road to Forest Hill Boulevard

		Participating				**Non-participating (Local funds)					
Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Total Quantity	Total Engineer's Cost
0520 2 4	CONCRETE CURB, TYPE D	250.00	LF	$ 14.16	$ 3,540.00				$ -	250	$ 3,540.00
0522 3	BUS BOARDING PAD- CONCRETE	213.33	SY	$ 136.79	$ 29,181.87				$ -	213.333333	$ 29,181.87
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	1,000.00	LF	$ 17.27	$ 17,270.00				$ -	1000	$ 17,270.00
0632 7 2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	1,000.00	LF	$ 7.01	$ 7,010.00				$ -	1000	$ 7,010.00
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	2.00	EA	$ 689.05	$ 1,378.10				$ -	2	$ 1,378.10
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	4.00	EA	$ 1,215.85	$ 4,863.40				$ -	4	$ 4,863.40
0649 21 3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	7.00	EA	$ 42,945.00	$ 300,615.00				$ -	7	$ 300,615.00
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	16.00	AS	$ 1,280.73	$ 20,491.68				$ -	16	$ 20,491.68
0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	4.00	AS	$ 708.38	$ 2,833.52				$ -	4	$ 2,833.52
0665 1 12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	4.00	EA	$ 1,543.39	$ 6,173.56				$ -	4	$ 6,173.56
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	3,990.00	LF	$ 1.77	$ 7,062.30				$ -	3990	$ 7,062.30
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	3,470.00	LF	$ 4.16	$ 14,435.20				$ -	3470	$ 14,435.20
0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	1,995.00	SF	$ 40.00	$ 79,800.00				$ -	1995	$ 79,800.00
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	24,000.00	LF	$ 1.17	$ 28,080.00				$ -	24000	$ 28,080.00
0715 4 60	LIGHT POLE COMPLETE, RELOCATE	1.00	EA	$ 2,976.00	$ 2,976.00				$ -	1	$ 2,976.00
0715 51 1120	LIGHT POLE COMP- SP,F&I,SGL SM, AL,20'	108.00	EA	$ 3,803.25	$ 410,751.00				$ -	108	$ 410,751.00
0751 35 15	ARCHITECTURAL, BUS SHELTER, F&I, GREATER THAN 200 SF	6.00	EA	$ 66,200.00	$ 397,200.00				$ -	6	$ 397,200.00
					$ -				$ -	0	$ -
					$ -				$ -	0	$ -
					$ -				$ -	0	$ -

SR-807/Congress Avenue - State Road Modifications (SRM) FY 21 Project Candidates Recommendations

Type	Recommendations	Recommendation Location	Item	Description	Unit	Unit Cost	Number	Quantity	Cost
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Lake Worth Road	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	$40.00	900	450	$ 18,000.00
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Lake Worth Road	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	$4.16	720	720	$ 2,995.20
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Lake Worth Road	0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	$1.77	450	900	$ 1,593.00
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at 2nd Avenue North	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	$40.00	620	310	$ 12,400.00
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at 2nd Avenue North	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	$4.16	610	610	$ 2,537.60
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at 2nd Avenue North	0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	$1.77	310	620	$ 1,097.40
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Greenbrier Drive	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	$40.00	680	340	$ 13,600.00
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Greenbrier Drive	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	$4.16	640	640	$ 2,662.40
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Greenbrier Drive	0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	$1.77	340	680	$ 1,203.60
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Dolan Road	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	$40.00	450	225	$ 9,000.00
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Dolan Road	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	$4.16	400	400	$ 1,664.00
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Dolan Road	0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	$1.77	225	450	$ 796.50
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Lillian Road	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	$40.00	440	220	$ 8,800.00
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Lillian Road	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	$4.16	380	380	$ 1,580.80
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Lillian Road	0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	$1.77	220	440	$ 778.80
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Forest Hill Boulevard	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS-SURFACE TO REMAIN	SF	$40.00	900	450	$ 18,000.00
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Forest Hill Boulevard	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	$4.16	720	720	$ 2,995.20
Crosswalk	Install special emphasis crosswalk markings at six (6) signalized intersections	SR-807 at Forest Hill Boulevard	0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	$1.77	450	900	$ 1,593.00
Roadway	Construct raised curb separator adjacent to Capitol Mall parking drive aisle	West side of SR-807 at Capitol Mall	0520 2 4	CONCRETE CURB, TYPE D	LF	$14.16	250	250	$ 3,540.00
Roadway	Install midblock crosswalk	SR-807 at French Avenue	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	$17.27	500	500	$ 8,635.00
Roadway	Install midblock crosswalk	SR-807 at French Avenue	0632 7 2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	$7.01	500	500	$ 3,505.00
Roadway	Install midblock crosswalk	SR-807 at French Avenue	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	$689.05	1	1	$ 689.05

SR-807/Congress Avenue - State Road Modifications (SRM) FY 21 Project Candidates Recommendations									
Type	Recommendations	Recommendation Location	Item	Description	Unit	Unit Cost	Number	Quantity	Cost
Roadway	Install midblock crosswalk	SR-807 at French Avenue	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	$1,215.85	2	2	$ 2,431.70
Roadway	Install midblock crosswalk	SR-807 at French Avenue	0649 21 3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	EA	$42,945.00	4	4	$ 171,780.00
Roadway	Install midblock crosswalk	SR-807 at French Avenue	0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	$1,280.73	8	8	$ 10,245.84
Roadway	Install midblock crosswalk	SR-807 at French Avenue	0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	$708.38	2	2	$ 1,416.76
Roadway	Install midblock crosswalk	SR-807 at French Avenue	0665 1 12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	$1,543.39	2	2	$ 3,086.78
Roadway	Install midblock crosswalk	SR-807 at Floweva Lane	0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	$17.27	500	500	$ 8,635.00
Roadway	Install midblock crosswalk	SR-807 at Floweva Lane	0632 7 2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	$7.01	500	500	$ 3,505.00
Roadway	Install midblock crosswalk	SR-807 at Floweva Lane	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	$689.05	1	1	$ 689.05
Roadway	Install midblock crosswalk	SR-807 at Floweva Lane	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	$1,215.85	2	2	$ 2,431.70
Roadway	Install midblock crosswalk	SR-807 at Floweva Lane	0649 21 3	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 40'	EA	$42,945.00	3	3	$ 128,835.00
Roadway	Install midblock crosswalk	SR-807 at Floweva Lane	0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	$1,280.73	8	8	$ 10,245.84
Roadway	Install midblock crosswalk	SR-807 at Floweva Lane	0653 1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	$708.38	2	2	$ 1,416.76
Roadway	Install midblock crosswalk	SR-807 at Floweva Lane	0665 1 12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	$1,543.39	2	2	$ 3,086.78
Transit	Install landing pads at bus stops	Bus stops	0522 3	BUS BOARDING PAD- CONCRETE	SY	$136.79	6	213.3333333	$ 29,181.87
Transit	Install bus shelters at bus stops	Bus stops	0751 35 15	ARCHITECTURAL, BUS SHELTER, F&I, GREATER THAN 200 SF	EA	$66,200.00	6	6	$ 397,200.00
Lighting	Relocate cobrahead light pole in sidewalk	northeast corner of SR-807 at Giuliano Avenue	0715 4 60	LIGHT POLE COMPLETE, RELOCATE	EA	$2,976.00	1	1	$ 2,976.00
Lighting	Install pedestrian scale lighting	west side of SR-807	0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	$ 1.17	12,000	12,000	$ 14,040.00
Lighting	Install pedestrian scale lighting	west side of SR-807	0715 51 1120	LIGHT POLE COMP- SP,F&I,SGL SM, AL,20'	EA	$ 3,803.25	54.00	54	$ 205,375.50
Lighting	Install pedestrian scale lighting	east side of SR-807	0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6	LF	$ 1.17	12,000	12,000	$ 14,040.00
Lighting	Install pedestrian scale lighting	east side of SR-807	0715 51 1120	LIGHT POLE COMP- SP,F&I,SGL SM, AL,20'	EA	$ 3,803.25	54.00	54	$ 205,375.50
								Construction Cost	**$ 1,333,661.63**

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 6.2: Approve Change Order #1 - Impact Fee Study - Planning, Zoning & Building Department (FY 2021 Budget Funded - General Fund) - Tindale Oliver

SUMMARY:

On May 14, 2020, the Village issued a Request for Proposals (RFP) to provide an update to the Village's Impact Fees (RFP No. 2020R-002) in accordance with Section 58-5, Competitive Selection Purchase Requirements, of Village Code. The purpose of this RFP was to enlist a qualified firm or professional to evaluate and modify the Village's current law enforcement and parks and recreation impact fees. [The Village adopted Law Enforcement and Recreational Impact Fees by Resolution No. 2006-58 on June 8, 2006 and restated them by Resolution No 2012-53 on July 26, 2012.] As a result of the RFP, on August 20, 2020, the Village selected Tindale Oliver to conduct the impact fee study and recommend maximum potential fees for law enforcement and parks and recreation in compliance with statutory and case law requirements and entered into an Agreement for Professional Services.

Proposed Ordinance No. 2021-03 (a separate agenda item for consideration) creates new Village Code provisions for impact fees and adopts by reference the "Village of Palm Springs Impact Fee Study" prepared by Tindale Oliver dated March 18, 2021. The proposed ordinance was approved on 1st reading by the Village Council on April 8, 2021.

Following 1st reading of the proposed Ordinance (and prior to the advertised 2nd reading), the Florida Legislature passed CS/CS/CS/HB 337 which governs municipal impact fees retroactively to January 1, 2021. As a result, the Village is in need of additional related services from Tindale Oliver that were not originally contemplated in the scope of services or included in the not-to-exceed amount.

As a result, the PZ&B Department is recommending an amendment to the existing professional services agreement with Tindal Oliver in the amount of $2,388 (or not to exceed

$5,000). to support additional services (primarily attendance at an additional public meeting) based on their approved hourly rates.

The proposed tasks and associated costs to provide the professional engineering services to complete this project are as follows:

Work to be Completed	**Contract Amount**
Original Contract Amount - Design & Bidding	$ 29,985.49
Add: Proposed Change Order No. 1	$ 2,388.00
Final Revised Contract Amount	**$ 32,373.49**

Note: The proposed Change Order #1 amount is requested to have the flexibility to increase up to a total of $5,000 depending on the total amount of time needed to support and meet the proposed, new legislation requirements; however, according to the Village's contracted vendor, it is expected that the Village will only be required to pay $2,388 in additional fees.

If approved, the revised total cost to provide professional services related to the completion of the Village's Law Enforcement and Parks & Recreation Impact Fee Study by Tindal Oliver will be increased to $32,373.49. An internal budget transfer or amendment to support this proposed cost above the budgeted amount may be completed within the General 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.

No additional change orders are anticipated at this time.

The proposed Impact Fee Study and approval process is expected to be completed by the end of Summer 2021.

The proposed Change Order #1 was prepared by the Village Attorney and reviewed by the Acting Planning, Zoning & Building Director, Assistant Village Manager and the Finance Director.

FISCAL IMPACT:

Funding to support an evaluation of the existing law enforcement and parks and recreation facility impact fees was within the FY 2021 Budget - General Fund.

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

An internal budget transfer or amendment to support this proposed cost above the budgeted amount may be completed within the General Fund at a later date, if necessary.

ATTACHMENTS:

Proposed 1st Amendment - Agreement for Professional Services - Impact Fees - Tindale Oliver
Exhibit "A" - Additional Services Quote
Agreement for Professional Services - Impact Fees - Tindale Oliver

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT ("Amendment" hereafter) is made as of the _____ day of _____, 2021, by and between the **Village of Palm Springs**, Florida, a municipal corporation organized and existing under the laws of the State of Florida, ("VILLAGE"), and **Tindale-Oliver & Associates, Inc. d/b/a Tindale Oliver,** a corporation authorized to do business in the State of Florida ("CONSULTANT").

RECITALS

WHEREAS, in 2020 the VILLAGE was in need of a CONSULTANT to provide professional services in connection with an Impact Fee Study for the Village; and,

WHEREAS, the VILLAGE and CONSULTANT entered into an Agreement For Professional Services on August 20, 2020 (the "Agreement"), pursuant to which the CONSULTANT agreed to provide the services for total compensation in an amount not to exceed $29,985.49 based upon an hourly rate schedule; and

WHEREAS, due to recent amendments to state law governing impact fees which occurred after the Agreement was executed, the VILLAGE is in need of additional related services from CONSULTANT that were not originally contemplated in the scope of services or included in the not-to-exceed amount; and

WHEREAS, the additional services needed consist primarily of attendance at an additional public meeting at an estimated cost of $2,388, as set forth in the cost estimate attached hereto as Exhibit "A;"

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 VILLAGE and the CONSULTANT (collectively, "the Parties") agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Entire Agreement. The Parties agree that this Amendment and the Agreement, together with all attachments and exhibits thereto, set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

3. Additional Services and Compensation. The Parties agree further agree that CONSULTANT will provide additional services on an hourly basis at the hourly rates set forth in Exhibit "A" and the Agreement at the request of the VILLAGE and subject

to the approval of the Village Manager. The total amount of compensation for all such additional services shall not exceed $5,000.

4. Legal Effect. This Amendment shall not become binding and effective until approved by the Village Council. The Effective Date is the date this Amendment is executed by the Mayor.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONSULTANT 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

CONSULTANT: **TINDALE-OLIVER ASSOCIATES, INC.**

By: William L Ball

Print Name: William L. Ball, AICP

Title: Chief Operating Officer

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 20th day of May, 2021 by William L. Ball, as Chief Operating Officer of Tindale-Oliver & Associates, Inc., a company authorized to do business in the State of Florida, and who is **personally known** to me or who has produced the following _____ as identification.

Notary Public

Print Name: Casey Sledzinski
My commission expires: 09/20/2024

Notary Public State of Florida
Casey Melia Sledzinski
My Commission HH 044430
Expires 09/20/2024

Tindale Oliver
planning | design | engineering

GREAT INSIGHTS. GREATER OUTCOMES.

May 18, 2021

Ms. Kim Glas-Castro, AICP LEED AP
Assistant Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

RE: Additional In-Person Meeting

Dear Ms. Glas-Castro:

Per your request, this letter provides a quote to attend the impact fee adoption hearing. The effort associated with this task is estimated at $2,388. The following table presents the details of professional fees.

TASK DESCRIPTION	Project Director $181.60	Senior Eng/Pln $132.48	Admin/ Clerical $76.08	TOTAL TASK HOURS	BURDENED COST/ TASK
Additional Meeting (in person)	12.0	1.0	1.0	14.0	$2,388

Please let me or Nilgün Kamp know if you have any questions regarding this quote.

Sincerely,

Steven A Tindale

Steven A. Tindale, P.E., AICP
President

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 10th day of August, 2020 by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and Tindale-Oliver & Associates, Inc. dba Tindale Oliver hereinafter referred to as "Consultant"

WITNESSETH:

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 those services set forth in the RFP and in accordance with this Agreement; and

WHEREAS, the Consultant shall provide those services as set forth in the RFP and 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:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall perform the services set forth in the RFP and as more specifically set forth in Sections 1.3 and 1.4 of the RFP.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME FOR COMPLETION AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Village Council and shall be for the term necessary to complete all services as set forth in the RFP unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall always carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time if the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

i. Stop services on the date and to the extent specified including without limitation services of any subconsultants.

ii. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

iii. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village . Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs

associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

1. Payments. The Village agrees to compensate a total lump sum amount which shall not exceed that amount set forth in Exhibit "A". The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the Village under this Agreement and not set forth in Exhibit "A".

2. Invoice. The Consultant shall render invoices monthly to the Village for the portion of work completed. The final invoice will be submitted upon completion of the services. The invoices will be reviewed, and if all services have been deemed acceptable, paid within thirty (30) days following the Village 's receipt of the Consultant 's invoices.

SECTION 6: 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 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 1, 2, 3, 4. All policies covered within subparagraphs 1, 2, 3, 4, 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 2. 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.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: 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.

SECTION 9: EQUAL OPPORTUNITY EMPLOYEMENT. 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.

SECTION 10: 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, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 11: 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.

SECTION 12: 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.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Consultant warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services

required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

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

and if sent to the Consultant, shall be sent to:

> Tindale-Oliver & Associates, Inc. Attn: Nilgun Kamp, Principal Director of Public Finance & Infrastructure Planning, 1000 N. Ashley Drive, Suite 400, Tampa, Florida 33602

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Village and the Consultant 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. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or

similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 25: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 26: SURVIVABILITY. 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.

SECTION 27: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 28: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 29: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, the RFP and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the RFP and Exhibit "A", the terms and conditions of this Agreement shall prevail first, then the terms and conditions of the RFP and finally the terms and conditions of Exhibit "A", Consultant's proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the Village shall become the exclusive property of the Village. The Village accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Village that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of

this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: JURISDICTION; VENUE. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Beach County.

SECTION 33: INTERNAL DISPUTE BETWEEN VILLAGE AND CONSULTANT. The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

SECTION 34: 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:

Keep and maintain public records required by the Village to perform the service.

1. 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.

2. 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.

3. 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.

SECTION 35: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 36: 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. This includes claims made by the employees of the Consultant against the Village and the Consultant 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 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.

SECTION 37: FISCAL NON-FUNDING. 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.

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 Bryan
Village Clerk

VILLAGE OF PALM SPRINGS

By: _____
Mayor

Approved as to Form:

_____
Village Attorney

WITNESSES:

_____
(Name Printed or Typed)

By: Joel R. Rey
Printed Name: Joel R. Rey

Damian Miller William L Ball
WILLIAM L. BALL
(Name Printed or Typed)

STATE OF Florida)
COUNTY OF Hillsborough)
Sworn to (or affirmed) and subscribed before me by means of [✓] physical presence or [ ] online notarization, this this 27th day of August 2020, by _____.

Susan M. Boda
(Signature of Notary Public-State of Florida)

Susan M. Boda
(Print, type, or stamp commissioned name of Notary public)
Personally Known ✓ OR Produced Identification ____
Type of Identification Produced: _____

SUSAN M. BODA
MY COMMISSION # GG 305062
EXPIRES: June 22, 2023
Bonded Thru Notary Public Underwriters

Addendum

August 23, 2020

Kimberly Wynn, Village Clerk
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Ms. Wynn:

This letter serves as the addendum to the scope of services that was submitted to the Village of Palm Springs in response to RFP #2020R-002. The original scope of services stated that all meetings will be virtual. This addendum clarifies that if the Village Council meets in person and the Village follows the guidelines provided by the Center for Disease Control and Prevention (CDC) regarding safe gatherings, Tindale Oliver will attend up to two Village Council meetings/hearings.

Sincerely,

Steven A. Tindale, P.E., FAICP
President

RFP NUMBER AND TITLE

 # 2020R-002
Impact Fee Study for Village of Palm Springs

CONSULTANT NAME & ADDRESS

Tindale Oliver
1000 N. Ashley Drive
Suite 400
Tampa, FL 33602

DESIGNATED CONTACTS

Nilgün Kamp, AICP
Director of Public Finance
Role: Project Manager
(813) 224-8862
NKamp@tindaleoliver.com

Steven A. Tindale, P.E., FAICP
President
Role: Principal-in-Charge
(813) 224-8862
STindale@tindaleoliver.com

THE VILLAGE OF PALM SPRINGS

Impact Fee Study

RFP # 2020R-002
June 12, 2020



Tindale Oliver

planning | design | engineering

GREAT INSIGHTS. GREATER OUTCOMES.

Table of Contents

Village of Palm Springs
Impact Fee Study

Tab 1: Cover Letter, Checklist & Acknowledgement of Addenda 1-1
Exhibit A - Consultant Checklist
Exhibit B - Acknowledgement of Addenda
Exhibit C - Qualification Submittal Signature Page

Tab 2: Consultant Profile 2-1
Firm Profile 2-1
Additional Corporate Information 2-1

Tab 3: Experience and Expertise 3-1
Public Finance and Infrastructure Experience 3-1
Related Projects and References 3-2
Tindale Oliver Florida Public Finance Experience (map) 3-3
Impact Fee Project Summaries 3-4

Tab 4: Key Proposed Project Team Personnel 4-1
Project Management Team 4-1
Tindale Oliver Team Organizational Chart 4-2
Team Resumes 4-3

Tab 5: Project Delivery and Approach 5-1
Background Review & Project Understanding 5-1
Approach to Scope of Services 5-1
Client and Team Communication 5-5
Quality Control 5-5
Proposed Project Schedule 5-5

Tab 6: References 6-1
Exhibit D - Project Specific Reference Forms

Tab 7: Fees for Professional Services 7-1
Project Fees 7-1
Tindale Oliver Proposed Project Budget 7-2

Tab 8: Attachments 8-1
Tindale Oliver State of Florida Certificate of Corporate Status
Exhibit E - Conflict of Interest Disclosure Statement
Exhibit F - Notification of Public Entity Crimes Law
Exhibit G - Drug Free Workplace
Exhibit H - Non-Collusion Affidavit
Exhibit I - Truth-In-Negotiation Certificate
Exhibit J - Scrutinized Companies Certification Form
Tindale Oliver W-9 Form

Tab 9: Additional Information 9-1
Client Reference Letters 9-1



1

Cover Letter, Checklist & Acknowledgment of Addenda

Photo courtesy of www.vpsfl.org/gallery

RFP NUMBER AND TITLE

 # 2020R-002
Impact Fee Study for Village of Palm Springs

CONSULTANT NAME & ADDRESS

Tindale Oliver
1000 N. Ashley Drive
Suite 400
Tampa, FL 33602

DESIGNATED CONTACTS

Nilgün Kamp, AICP
Director of Public Finance
Role: Project Manager
(813) 224-8862
NKamp@tindaleoliver.com

Steven A. Tindale, P.E., FAICP
President
Role: Principal-in-Charge
(813) 224-8862
STindale@tindaleoliver.com

June 12, 2020

Kimberly Wynn, Village Clerk
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Ms. Wynn:

Tindale-Oliver & Associates, Inc., dba Tindale Oliver, is pleased to submit this proposal as an expression of interest in the Impact Fee Study for the Village of Palm Springs. Our team of professionals has extensive experience and knowledge in preparing impact fee studies for all program areas specified in your RFP, as well as several other public infrastructure areas.

Located in Palm Beach County, the Village of Palm Springs is the 12th largest city in Palm Beach County with a population of almost 24,000. Primarily due to an aggressive annexation program that included developed and occupied residential parcels, between 1997 and 2019 the Village area increased to 4.2 square miles, and its population has grown from 11,699 residents in 2000 to approximately 24,000 residents today. These annexations involved improved residential and commercial properties as well some vacant land. The increase in land area, businesses and residents has created an impact on law enforcement and community policing services and additional demand on Village parks, recreational facilities and programs. Given the importance of these services and fluctuations in ad valorem revenues, the Village adopted Law Enforcement and Recreational Impact Fees by Resolution No. 2006-58 on June 8, 2006 and restated by Resolution No 2012-53 on July 26, 2012. At this time, to reflect the most current data, the Village is interested in a technical study that would update its impact fee programs.

In terms of philosophy and general approach, Tindale Oliver differentiates itself in the following three categories, and we have prepared this proposal based on these differentiators:

- Institutional Knowledge
- Insight
- Outcomes

Institutional Knowledge and Insight

Throughout our history, Tindale Oliver has earned a national reputation as a leader in impact fee studies and, more importantly, in their acceptance and implementation. We are a Florida-based firm that has successfully completed more than 350 impact fee studies. It is important to note that no impact fee study conducted by Tindale Oliver has ever been successfully challenged in any court system.

Tindale Oliver is unique in that most of our principals and senior professional staff are experienced in impact fees. **The founders and subsequent leaders of the firm come from public sector backgrounds and have operated multiple departments, with experience that translates into a practical understanding of issues that government officials face in planning, designing, financing and implementing projects.**

In addition, the Tindale Oliver Team includes engineers, economists, planners, and GIS specialists. This substantial experience ensures the dedication of resources that will result in a project that is completed on time and supported by reliable and accurate information.

In our proposal, we have included a map presenting the several Florida jurisdictions served by Tindale Oliver for impact fee studies, as well as several references. We encourage you to contact our clients. Tindale Oliver not only has significant Florida experience, but we have been **involved in impact fees since our inception and have addressed issues related to impact fees, growth management, and economic development goals through various economic and demographic cycles.** Studies developed by Tindale Oliver not only calculate impact fee rates, but also document cost of growth that can be used during pre-negotiations with large developments even during sporadic growth cycles. The institutional knowledge gained from our Florida experience cannot be matched by any other firm in the industry.

Insight and Outcomes

Our proposal describes an exceptional insight that has produced especially effective outcomes for our clients over the past 31 years. The related project write-ups included in this proposal provide examples of insight provided and outcomes achieved through Tindale Oliver's work for several of our clients to help them reach their growth management and economic development goals.

The Village has requested professional services related to the evaluation and modification of law enforcement and parks and recreation impact fees. Our approach and the related projects included in this proposal indicate our unique insight in performing these services and the effective outcomes that have provided significant results for our clients. In addition, over the past few months, given on-going restrictions due to COVID-19, Tindale Oliver started offering multiple virtual meeting options to its clients to ensure that the projects remain on schedule. We have had much success conducting different types of meetings using various platforms, including staff meetings/presentations, public open houses, various Advisory/Stakeholder Committee presentations, and Board/Council presentations/adoption hearings.

In conclusion, we would like to emphasize the personal commitment of our team. The study will **address your objectives and focus on impact fee strategies that result in accurate and equitable impact fee programs that fulfills all the legal requirements**. We look forward to the opportunity to provide our services to the Village of Palm Springs.

In accordance with the RFP, the following attachments conclude this section:

- Exhibit A - Consultant Checklist
- Exhibit B - Acknowledgement of Addenda
- Exhibit C - Qualification Submittal Signature Page

Sincerely,

Steven A. Tindale, P.E., FAICP
President

Nilgün Kamp, AICP
Director of Public Finance

EXHIBIT A- CONSULTANT CHECKLIST

Note:

1) This Exhibit must be included in RFP immediately after the cover letter.
2) RFP Package must be put together in order of this checklist.
3) Any supplemental materials must appear after those listed below and tabbed "Additional RFP Information"

Cover Letter (Tab 1)

Copy of this Check List - Exhibit A (Tab 1) Acknowledgment of Addenda - Exhibit B (Tab 1) Qualification Submittal Signature Page - Exhibit C (Tab 1) Consultant Profile (Tab 2)

Proposed Project Team Firms (Tab 3)

Specific Related Experience of the Firm (Tab 4) Key Proposed Project Team Personnel (Tab 5) Project Team Staffing Experience (Tab 5) Project Delivery and Approach (Tab 6) References - Exhibit D (Tab 7)

Conflict of Interest Disclosure Form - Exhibit E (Tab 8) Notification of Public Entity Crimes Law - Exhibit F (Tab 8) Drug-Free Workplace - Exhibit G (Tab 8)

Non-Collusion Affidavit - Exhibit H (Tab 8)

Truth-In-Negotiation Certificate - Exhibit I (Tab 8) W-9 Form (Tab 8)

EXHIBIT B - ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART 11, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated_____

Addendum #2, Dated_____

Addendum #3, Dated_____

Addendum #4, Dated_____

Addendum #5, Dated_____

Addendum #6, Dated_____

Addendum #7, Dated_____

Addendum #8, Dated_____

Addendum #9, Dated_____

Addendum #10, Dated_____

PART II:

__X__ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Tindale-Oliver & Associates, Inc., dba Tindale Oliver
Firm Name

William L Ball
Signature

William L. Ball, AICP, Chief Operating Officer
Name and Title (Print or Type)

June 9, 2020
Date

EXHIBIT C- QUALIFICATION SUBMITTAL SIGNATURE PAGE

By signing this Qualification, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Tindale-Oliver & Associates, Inc., dba Tindale Oliver

Street Address:

1000 N. Ashley Drive, Suite 400, Tampa, FL 33602

Mailing Address (if different from Street Address):

Telephone Number(s): (813) 224-8862

Fax Number(s): (813) 226-2106

Email Address: BBall@tindaleoliver.com

Federal Employer Identification Number: 59-2929811

Prompt Payment Terms: 0 % days' net. 30 days

Signature: William L Ball

(Signature of authorized agent)

Print Name: William L. Ball, AICP

Title: Chief Operating Officer

Date: June 9, 2020

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.



2

Consultant Profile

Photo courtesy of www.vpsfl.org/gallery

FIRM PROFILE

Established as an S-Corporation in the State of Florida on February 13, 1989, Tindale Oliver has developed a reputation as a leader in providing quality, innovative funding, planning and engineering services to its public sector clients. Tindale Oliver was created to provide innovative financing programs, comprehensive planning, and infrastructure planning services to local government entities.

The principals of Tindale Oliver have invested more than 80 years of their professional careers working for city, county, and state agencies. This experience affords them a real-life understanding of issues government officials face in comprehensive planning, infrastructure planning, and innovative infrastructure financing alternatives, and, more importantly, how to implement selected alternatives.

Tindale Oliver does not work for private development and we are completely committed to local, state and regional government agencies. Our firm's major business activities involve the following primary solution areas:

- Public Finance & Infrastructure Planning
- Community Planning & Design
- Transportation
- Transit

Our firm has grown from a firm of 3 employees in 1989 to a total staff of 76 in 2020, including full and part-time employees, with staff certifications including professional engineers, certified planners, LEED and GIS professionals, and accessibility inspectors, among others, as well as numerous planners, economists, and GIS analysts.

With offices and staff in Florida (Tampa, Bartow, Fort Lauderdale, Jacksonville, Miami), Maryland (Baltimore), and Washington (Seattle), Tindale Oliver has supported clients in 21 states, the District of Columbia, and Puerto Rico.

Work for this project will be provided by staff located in our Tampa office:

Tindale Oliver
Corporate Headquarters
1000 North Ashley Drive, Suite 400
Tampa, FL 33602-3719
(813) 224-8862, fax (813) 226-2106
www.tindaleoliver.com

ADDITIONAL CORPORATE INFORMATION

Corporate Officers

- Steven A. Tindale, P.E., FAICP - Principal/ President and Chief Executive Officer; Corporate Secretary
- William L. Ball, AICP - Principal/Vice President and Chief Operating Officer
- Joel R. Rey, P.E., AICP - Principal/Vice President and Director of Transportation and Transit Solutions
- A. Nilgün Kamp, AICP - Principal/Director of Public Finance and Corporate Treasurer

Federal Employers Indenfication Number (FEIN)

59-2929811

Bankruptcy Statement

Tindale Oliver's current financial condition is very strong. There are no claims, arbitrations, administrative hearings or lawsuits brought by or against our firm in the past ten (10) years. As a multi-disciplinary finance, planning and

engineering firm, we are well-positioned to capitalize on the growing opportunities in the public sector market in both Florida and other regions of the US. We will continue to concentrate on our core strengths and services to provide our clients with the best service possible.

Litigation Statement

Tindale Oliver has no past, pending, or present litigation, arbitration, or dispute relating to the services described herein, nor has Tindale Oliver been involved in any litigation within the last ten (10) years. In addition, no claims have been made against our errors and omissions insurance carrier for any service rendered, nor for any other purpose.

Criminal Proceedings/Public Entity Crimes Statement

Our firm, its principals or its officers have not been involved in any criminal proceedings or hearings concerning business related offenses and have not been convicted of any Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years.



Tab 3

3

Experience & Expertise

Tab 3

Experience and Expertise

PUBLIC FINANCE & INFRASTRUCTURE EXPERIENCE

Tindale Oliver's Public Finance & Infrastructure Planning Team specializes in impact fee studies, user fees, assessments, alternative funding studies as well as infrastructure plans. We are very familiar with various methodologies used to prepare fees and know how to apply each methodology correctly to ensure that the fee payer is not overcharged and that the fees are technically defensible.

The following paragraphs provide a summary of the Tindale Oliver Team's unique qualifications, experience, and innovations upon which we will draw in preparing the impact fee study for the Village of Palm Springs.

Impact Fee Methodology – Tindale Oliver principals have published articles on impact fees that document the correct methodology and approach to developing impact fee programs. These articles discussed and compared various methodologies available, such as consumption based and improvements based methodologies, set the standard for impact fee studies and have been used by many agencies across the US to develop impact fee programs, including work by other consultants.

Economic Growth Impact Fee Methodology – Tindale Oliver developed a methodology that allows impact fees to be sensitive to the growth rate of the jurisdiction or variation in the growth rate in subareas within a jurisdiction. We have directly tied the rate of growth in the impact fee equation and are now using this concept in our current Florida impact fee studies. The methodology has been applied in impact fee studies completed for and adopted by the City of Albuquerque, the City of Orlando, and the Florida counties of Indian River, Pasco, and Marion.

Comparative Databases – Tindale Oliver has compiled a cost database that includes unit costs for several infrastructure program areas, including fees that will be evaluated as part of this study. This database supplements local information, which tends to have a small sample size and serves as quality-control mechanism to determine whether the local costs are out of the range of what other jurisdictions experience. Similarly, our revenue credit database compares non-impact fee funding levels between jurisdictions and serves as a quality-control tool to ensure that the data used for impact fee calculations are accurate.

Economic and Demographic Analysis — Tindale Oliver maintains a database of demographic and economic characteristics of 67 Florida counties and multiple cities, historical trends, current rank of each jurisdiction in terms of each variable and the variation in this rank over time. Some of the variables included in the database are population (current, historical, projected), growth rates (rates and absolute growth), tax base distribution, permitting levels, employment, wages, income, taxable revenue per capita (property, fuel, sales, etc.), among others. This database and information enable Tindale Oliver to provide a perspective to each jurisdiction about their historical, current, and future conditions to make informed policy decisions.

Public Involvement/Presentations – Principals of Tindale Oliver have prepared and made more than 700 presentations on fees during the last 30 years. Our staff are qualified to prepare materials for impact fee adoption hearings, respond to questions from citizens and technical committees, and develop strategies that result in the successful implementation of new and updated ordinances. We also have worked very closely with fee evaluation and review committees and have been successful in building consensus among people

with different opinions on a variety of fee-related topics.

Given on-going restrictions due to COVID-19, Tindale Oliver currently offers multiple virtual meeting options to its clients to ensure that the projects remain on schedule. Examples of these options include GoToMeeting, GoToWebinar, MSTeams, and Zoom. Depending on the scope of the meeting and number of participants, certain platforms perform better than others. We have had much success conducting different types of meetings using these platforms, including staff meetings/presentations, public open houses, various Advisory/Stakeholder Committee presentations, and Board/Council presentations/ adoption hearings.

Infrastructure Planning/Master Plans – Tindale Oliver has prepared Parks Master Plans, Fire Station Master Plans, Long Range Transportation Plans, Transit Development Plans, traffic impact analyses, School Master Plans, and other planning documents for local governments, so we understand the relationship between fees, master plans, and economic development and growth management goals. With this experience, we address differential needs and funding on a citywide versus subarea basis, and this combination of providing infrastructure planning and funding services is one of the unique capabilities Tindale Oliver offers.

Expert Testimony – Steve Tindale has provided expert testimony and research on impact fee-related matters in several cases. Testimony has included a discussion that a development's impact fees did not constitute "adequate provision" to mitigate all traffic impacts associated with an overpass, demonstration that a developer's traffic study was flawed and incomplete, and parking testimony in an eminent domain case concerning the use of land for a parking garage. His testimony in these cases was key to winning an across-the-board victory for government clients in each of these cases.

Nationally Recognized – Nilgün Kamp is a member of the Growth and Infrastructure Consortium (GIC) (formerly National Impact Fee Roundtable), serving on the Board of Directors. She and Steve Tindale routinely make presentations and moderate sessions at annual GIC meetings.

Institutional Knowledge, Insight, and Outcomes – Our knowledge and insight, as described in this section, provide our clients with informative outcomes relevant to their specific needs.

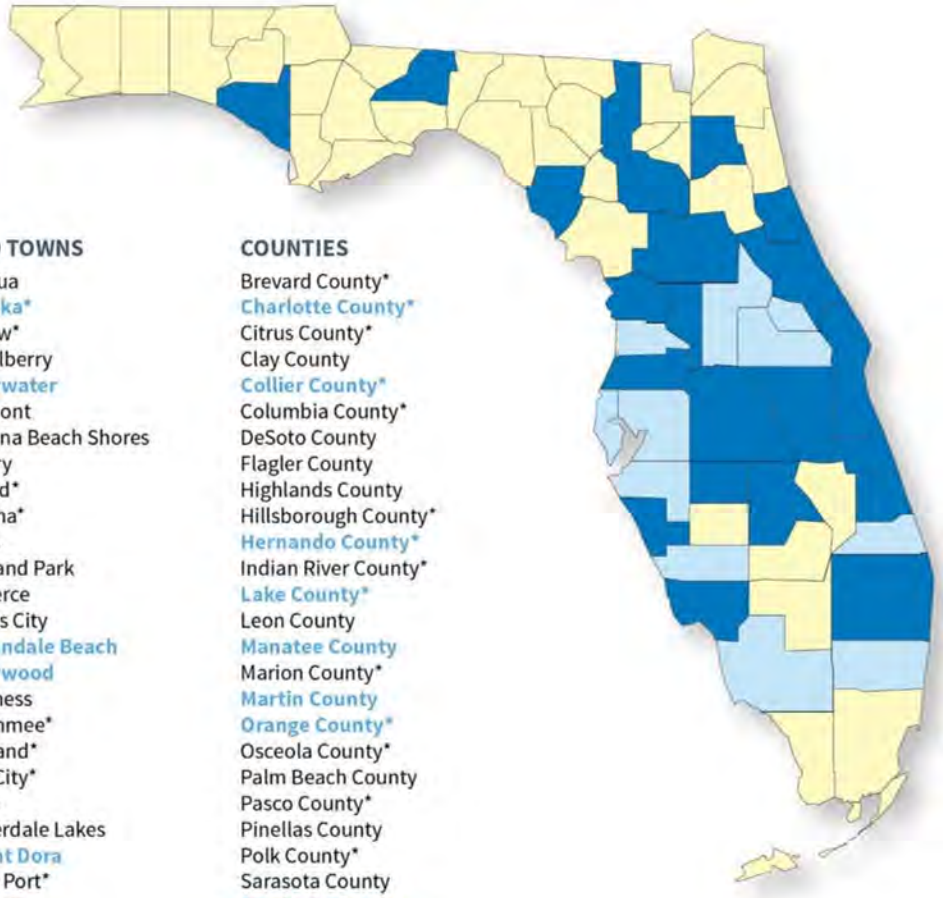
In summary, Tindale Oliver specializes in the development of impact fees and other funding methods and their successful implementation, as evidenced in our previous work for many jurisdictions in Florida and throughout the US.

RELATED PROJECT EXPERIENCE AND REFERENCES

A map of Tindale Oliver's Florida public finance experience is presented on the next page, followed by summaries of example impact fee projects with a similar scope to the study requested by the Village of Palm Springs.

Successful performance on similar jobs is best demonstrated through a sampling of projects requiring similar services and client references of individuals who can attest to our performance. We encourage you to contact any of our references included on these project summaries, as well as on Exhibit D - Project Specific Reference Forms contained in Tab 6 of our proposal response.

Tindale Oliver Florida Public Finance Experience



CITIES AND TOWNS

City of Alachua
City of Apopka*
City of Bartow*
City of Casselberry
City of Clearwater
City of Clermont
City of Daytona Beach Shores
City of DeBary
City of Deland*
City of Deltona*
City of Eustis
City of Fruitland Park
City of Ft. Pierce
City of Haines City
City of Hallandale Beach
City of Hollywood
City of Inverness
City of Kissimmee*
City of Lakeland*
City of Lake City*
City of Largo
City of Lauderdale Lakes
City of Mount Dora
City of North Port*
City of Orlando
City of Oviedo*
City of Palm Bay
City of Palm Beach Gardens
City of Palm Coast
City of Panama City
City of Parkland
City of Plant City*
City of Sanibel
City of Sarasota*
City of St. Cloud*
City of St. Pete Beach*
City of Tallahassee
City of Tampa*
City of Tamarac
City of Tavares
Town of Horseshoe Beach
Village of Royal Palm Beach

COUNTIES

Brevard County*
Charlotte County*
Citrus County*
Clay County
Collier County*
Columbia County*
DeSoto County
Flagler County
Highlands County
Hillsborough County*
Hernando County*
Indian River County*
Lake County*
Leon County
Manatee County
Marion County*
Martin County
Orange County*
Osceola County*
Palm Beach County
Pasco County*
Pinellas County
Polk County*
Sarasota County
Seminole County
St. Lucie County
Sumter County*
Volusia County*

FIRE DISTRICTS

North Collier Fire District*
Greater Collier Fire District

SCHOOL DISTRICTS

Broward County Schools
Hernando County Schools*
Hillsborough County Schools*
Lake County Schools*
Orange County Schools*
Osceola County Schools*
Sarasota County Schools
Seminole County Schools*
Volusia County Schools*

Public Finance Experience
*Repeat clients

On-going Studies

Impact Fee Update Study

City of Palm Beach Gardens, Florida

The City of Palm Beach Gardens is a high-growth municipality that offers large green space areas, extensive recreational facilities, a high quality of life, and a proactive business climate. To address the impacts of growth, the City implemented impact fees in **parks and recreation, police protection,** fire rescue and transportation and retained Tindale Oliver in 2015 to update its program.



Tindale Oliver updated the City's impact fee program.

Knowledge

> City's population increased by annual average of 2.7% between 2000 and 2014.
> City requires high-quality construction and offers amenities that add value to new development.
> Impact fee program last updated in 2011, using basic approach and minimal documentation.

Insights

> Desire for and requirement of high quality construction and extensive green space results in higher construction costs.
> Need to better documentation and use of more localized data to comply with State legislation and requirements.
> Active business community focusing on office development and concerns over impact of impact fees on local economy.

Outcomes

> Prepared detailed cost, credit, and demand estimates, carefully documented carefully in technical report to provide necessary transparency to the calculations.
> Met with business community multiple times and presented study results to Planning, Zoning & Appeals Board (PZAB) and City Council, responded to questions.
> Provided data and information on impact of impact fees.
> Study approved unanimously by PZAB and the City Council.

Prime or Subconsultant: Prime Consultant

Contract Duration: 9/2015 - 12/2016

Consultant Cost: $64,373

Key Personnel Involved *(all currently employed with Tindale Oliver):*
Steve Tindale, P.E., FAICP (Principal-In-Charge); Nilgun Kamp, AICP (Project Manager); Robert Layton (Project Planner); Ethan Hamilton (Economic Analyst Planner); Patrick Dougherty, AICP (Planner/GIS)

Change Orders: N/A

Status of Fee Study: Complete and all fees are adopted.

Tindale Oliver Contact:
Nilgün Kamp, AICP
Principal, Director of Public Finance
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(813) 224-8862
nkamp@tindaleoliver.com

Client Contact:
Niki Spencer
Operations Manager
City of Palm Beach Gardens
10500 Military Trail
Palm Beach Gardens, FL 33410
Phone: (561) 799-4275; Fax: N/A
nspencer@pbgfl.com

Impact Fee Study

Village of Royal Palm Beach

The Village of Royal Palm Beach has been experiencing a continuous population growth since 2000. Although the growth rate decreased during the economic downturn, it started to increase again as of 2014. In the early 1990s, the Village implemented an impact fee program for transportation, public buildings, parks and recreation, fire rescue, and police protection facilities to help fund growth related infrastructure. Since the initial implementation of the fees, fire and police services have been contracted out to the County and the Sheriff's Office. The Village retained Tindale Oliver in 2016 to update public buildings and **recreational facilities** impact fees.



Tindale Oliver was retained to update public buildings and recreational facilities impact fees.

Knowledge

> Royal Palm Beach experienced high growth levels in early 2000s (average annual growth rate of 6%). Although this rate decreased to 2% per year, it is still considered significant compared to statewide average growth.
> The Village's impact fee studies were last updated in 1996.
> Park land was addressed separately through land dedication and/or in-lieu fees.

Insights

> Significant changes to each variable due to time lapsed since the last impact fee studies.
> Need to measure recreational facility level of service in terms of dollar value of the investment.

Outcomes

> Prepared a comprehensive update to reflect current data.
> Prepared user-friendly presentations to explain these changes and resulting fees.
> The studies were successfully adopted by the Village Council.

Prime or Subconsultant: Prime Consultant

Contract Duration: 6/2016 - 5/2017

Consultant Cost: $32,479

Key Personnel Involved *(all currently employed with Tindale Oliver):*
Steve Tindale, P.E., FAICP (Principal-In-Charge); Nilgun Kamp, AICP (Project Manager); Robert Layton (Project Planner); Ethan Hamilton (Economic Analyst Planner)

Change Orders: N/A

Status of Fee Study: Complete and all fees were adopted.

Tindale Oliver Contact:

Nilgün Kamp, AICP
Principal/Director of Public Finance
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(813) 224-8862
nkamp@tindaleoliver.com

Client Contact:

Raymond Liggins, P.E.
Village Manager
Village of Royal Palm Beach
1050 Royal Palm Beach Blvd
Royal Palm Beach, FL 33411
Phone: (561) 799-4275; Fax: N/A
rliggins@royalpalmbeach.com

Impact Fee Studies

City of Oviedo, Florida

Oviedo has been experiencing significant growth since 1980. The City retained Tindale Oliver in 2004 to update its **police, parks & recreation facilities,** fire/EMS and transportation impact fees and to develop a new government buildings impact fee. Since then, Tindale Oliver has continued to work with the City and provided various impact fee support services, including a 2013 update of the 2004 Technical Study for all five program areas, development of a mobility fee, incorporation of Smart Growth application, and development of an Administrative Manual. Tindale Oliver was retained again in 2018 to update the City's impact fee studies.



Tindale Oliver was contracted by the City of Oviedo to update several impact fees.

Knowledge

- Oviedo's population of 34,965 has experienced an annual growth rate of 2.2% since 2000.
- Seminole County collects roadway impact fees in Oviedo for County roads. City wanted to collect local roadway fee to maintain level of service on City roads that would be collected in addition to County fee.
- City interested in multimodal transportation fee to provide more flexibility on type of infrastructure on which transportation impact fee revenue could be expended.
- City interested in providing incentives (reduced fees) to attract target land uses to certain areas within city.

Insights

- Questions regarding legality of City's current impact fees during initial update study performed by Tindale Oliver.
- Need to separate travel demand on road network by jurisdiction to determine impact fee specific to local collector road system to provide City with defensible local roadway fee.
- City had Multimodal Transportation Plan that would help provide framework for developing new multimodal fee.

Outcomes

- Prepared legally-sound technical study that resulted in fee decrease for some land uses in some program areas. Study successfully adopted.
- Updated roadway fee and produced multimodal fee that was implemented.
- City held up its incentives program based on concern of lack of local revenues to fund it.

Prime or Subconsultant: Prime Consultant

Contract Duration: 2/2018 - 6/2019 *(most recent update)*

Consultant Cost: $89,994

Key Personnel Involved *(all currently employed with Tindale Oliver)* -
Steve Tindale, P.E., FAICP (Principal-In-Charge); Nilgun Kamp, AICP (Project Manager); Robert Layton (Project Planner); Ethan Hamilton (Economic Analyst Planner)

Change Orders: N/A

Status of Fee Study: Complete and all fees were adopted.

Tindale Oliver Contact:
Nilgün Kamp, AICP
Principal
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(813) 224-8862
nkamp@tindaleoliver.com

Client Contact:
Teresa Correa, Ph.D., AICP
Development Services Director
City of Oviedo
400 Alexandria Blvd.
Oviedo, FL 32765
(407) 971-5751
Tcorrea@cityofoviedo.net

Fire, Law Enforcement, and Parks Impact Fee Update

City of Lakeland, Florida

The City of Lakeland has been experiencing high population growth over the last several years, and more development is expected in the future. Tindale Oliver was originally retained by the City in 1991 to update its transportation impact fee. In 2006, 2008, 2009, 2014, and 2019, the City again contracted Tindale Oliver to update several impact fee programs, including **parks and recreation, law enforcement,** and fire protection, as well as indexing studies.



A higher-than-average parks and recreation impact resulted from the City's extensive inventory.

Knowledge

> Lakeland has a population of 98,773 with an annual growth rate of 1.8% since 2000.

> Lakeland has one of the most progressive parks program in Florida providing a very high quality of service.

> Since 1989, when the City won an award from the Florida Chapter of the American Planning Association for it outstanding impact fee program, impact fees have been used to ensure a continuation of outstanding quality of service for it citizens.

Insights

> A higher-than-average parks and recreation impact fee resulted from the city's extensive parks inventory and high quality of service.

> The City has one of the most diverse revenue programs, including revenues from ownership of its electric utility and other unique sources.

> The City has a significant downtown development program and has developed exemptions of fees in this area.

Outcomes

> Originally provided the City with various adoption scenarios, including combinations of both phasing and indexing of impact fee schedules.

> Originally guided the City in development of master plans for fire protection and law enforcement program areas.

> Converted roadway fee to a multimodal fee, which was successfully adopted.

> Originally developed an administrative manual for the City's impact fee program and continue to assist the City in updating its policies and procedures.

Prime or Subconsultant: Prime Consultant

Contract Duration: 3/2019 - 9/2019 *(most recent update)*

Consultant Cost: $87,165

Key Personnel Involved *(all currently employed with Tindale Oliver)* -
Steve Tindale, P.E., FAICP (Principal-In-Charge); Nilgun Kamp, AICP (Project Manager); Robert Layton (Project Planner); Ethan Hamilton (Economic Analyst Planner); Patrick Dougherty, AICP (Planner/GIS)

Change Orders: N/A

Status of Fee Study: Complete and all fees were adopted.

Tindale Oliver Contact:

Steven A. Tindale, P.E., AICP
President
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(813) 224-8862
stindale@tindaleoliver.com

Client Contact:

Brian Rewis
Assistant Director
Community & Economic Development
City of Lakeland
228 S. Massachusetts Avenue
Lakeland, FL 33801
(863) 834-6258
Brian.rewis@lakelandgov.net

Impact Fee Update Study

Palm Beach County, Florida

Tindale Oliver
planning | design | engineering

With a population of 1.3 million, Palm Beach County is the third largest county in Florida. The County implemented its roadway impact fee in 1979, which was followed by the adoption of impact fees for six additional program areas, including schools, libraries, fire/EMS, law enforcement, parks, and public buildings. To comply with the legal requirements and reflect the most recent data, the County retained Tindale Oliver to update these fees.





Knowledge

> Large population with several cities.
> Variation in service areas by program area .
> Interest in new approaches that reflect the full cost of providing infrastructure.

Insights

> Large fluctuations in infrastructure costs over the past several years.
> Fluctuations in available funding.
> Changes in demand and service areas.

Outcomes

> Evaluation of long-term trends in all cost-demand components.
> Evaluation of available historical and projected funding to determine available non-impact fee funding in the future.
> Development of multiple scenarios as needed to address changing demographics, development patterns, and policies.
> Adoption of updated Impact Fee Schedules.

Prime or Subconsultant: Prime Consultant

Contract Duration: 2/2014 - 4/2019

Consultant Cost: $193,731

Key Personnel Involved *(all currently employed with Tindale Oliver)* -
Steve Tindale, P.E., FAICP (Principal-In-Charge); Nilgun Kamp, AICP (Project Manager); Robert Layton (Project Planner); Ethan Hamilton (Economic Analyst Planner)

Change Orders: N/A

Status of Fee Study: Complete and all fees were adopted.

Tindale Oliver Contact:

Nilgün A. Kamp, AICP
Principal
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(813) 224-8862
nkamp@tindaleoliver.com

Client Contact:

Willie M. Swoope
Impact Fee Manager
Palm Beach County Government
2300 N. Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5025
wswoope@pbcgov.org



4

Tab 4

Key Proposed Project Team Personnel

Photo courtesy of www.facebook.com/pg/villageofpalmsprings/photos

Tab 4

Key Proposed Project Team Personnel

PROJECT MANAGEMENT TEAM



Steve Tindale, P.E., FAICP (Tindale Oliver, Tampa) will serve as the **Principal-in-Charge** for this project. He will provide the overall direction of the study, review analysis and reports, and attend meetings and presentations. For over 50 years, his primary work activities have involved public finance studies and their implementation. He also has written papers on public finance methodologies and introduced new concepts. As the Public Works Director for the City of Tampa, he was responsible for several departments and has an in-depth understanding of operating budgets and capital infrastructure programs.



Nilgün Kamp, AICP (Tindale Oliver, Tampa) will serve as the **Project Manager** for this project. She has over 25 years of public finance experience and has managed multiple impact fee, and infrastructure planning studies. With a graduate degree in economics, she offers significant experience with annual budgets, capital improvement programs, and project expenditures to develop or update the demand, cost, and revenue components for assessments, user and impact fees. She will be responsible for the day-to-day management of the study and will serve as the key contact for the Tindale Oliver Team.

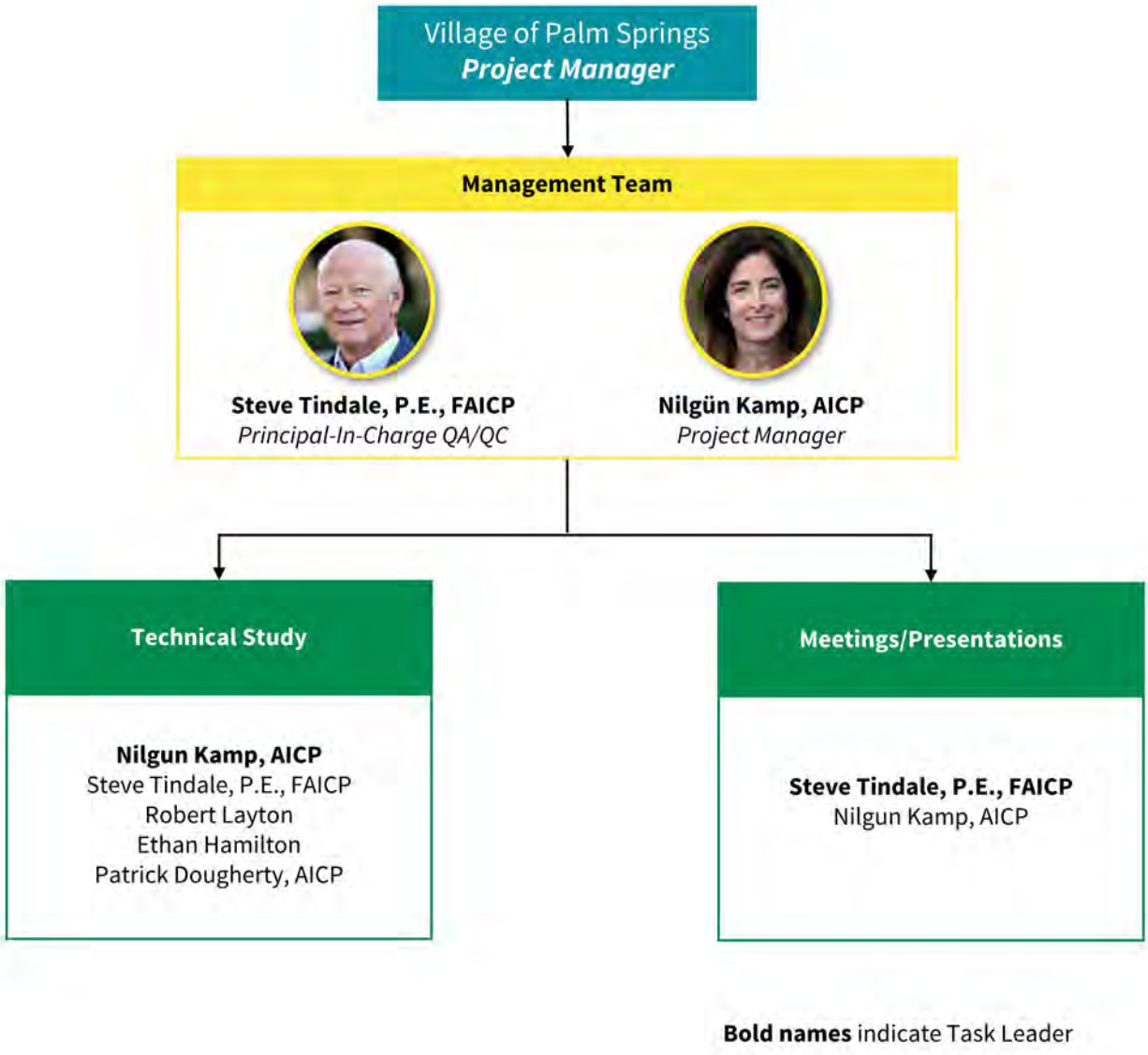
In addition to this management team, Tindale Oliver staff includes individuals with extensive database and analytical skills. This type of capability is highly important for impact fee studies in terms of being able to extract the necessary data, test the accuracy of the data, and conduct a high-quality and accurate analysis that is explained clearly to the community through the use of easy-to-follow graphs, charts, and tables.

Availability of these skills in-house also allows Tindale Oliver to provide its services in a cost effective manner.

Organizational Chart and Resumes

An organizational chart illustrating the key staff to be assigned to this project is provided on the next page, followed by resumes illustrating the significant qualifications and relevant experience offered by our team of skilled and dedicated professionals.

Tindale Oliver Team Organizational Chart



Bold names indicate Task Leader



Steve Tindale, P.E., FAICP

Principal/President and Chief Executive Officer

Role: Principal-In-Charge

Tindale Oliver
planning | design | engineering

Steve's primary work activities over the last 51 years have involved public funding studies and implementation of related ordinances. He has been involved in the development of impact fees, assessments, and user fees for a variety of infrastructure types, including law enforcement, parks and recreation, transportation, fire, EMS, schools, correctional facilities, government buildings, solid waste, and libraries. Steve introduced the concepts of "marginal costs" and "value added" to impact fee analysis. This was accomplished through the use of extensive database and spreadsheet analysis allowing sophisticated calculations to be made for complete systems and system improvements. Furthermore, in 1991, Steve was awarded "Most Outstanding Paper" from the Planning Council of the Institute of Transportation Engineers for a paper entitled "Impact Fees—Issues, Concepts, and Approaches." He presented a paper entitled "Smart Growth" at the Impact Fee Symposium in Atlanta and regularly speaks at the Growth & Infrastructure Consortium (GIC, formerly known as National Impact Fee Roundtable).

Office Location

Tampa, FL

Education

- MS, Business Administration/ Management, University of South Florida (1976)
- BS, Engineering, University of South Florida (1970)

Years of Experience

51

Years with Tindale Oliver

31

Certifications

- Florida P.E. #16434 (1977)
- AICP #014432 (1999)

Professional Affiliations

- College of Fellows, American Institute of Certified Planners (AICP)
- American Planning Association (APA)
- American Public Works Association (APWA)
- Institute of Transportation Engineers (ITE)
- Urban Traffic Engineers Council (UTEC)

Representative Impact Fee Projects

Law Enforcement

- City of Hollywood (2020)
- Hernardo County (2020)
- Martin County (2020)
- Manatee County (2020)
- City of Lakeland (2006, 2009, 2014, 2019)
- Indian River County (2004, 2013, 2019)
- City of Mount Dora (2018)
- City of Oviedo (2005, 2013, 2018)
- City of Hallandale Beach (2018)
- Orange County (2017)
- City of Palm Beach Gardens (2016)
- Collier County (2005, 2006, 2010, 2015)
- Palm Beach County (2014)
- City of Casselberry (2013)
- City of North Port (2011)
- Panama City (2008)
- City of Helena, MT (2007)
- Lewis & Clark County, MT (2007)
- City of St. Pete Beach (2006, 2007)
- Highlands County (2006)
- City of Tavares (2006)
- Citrus County (2006)
- City of Plant City (2006)
- City of Fruitland Park (2005)
- City of Deltona (2005)

Parks and Recreation

- City of Hollywood (2020)
- Hernardo County (2020)
- Martin County (2020)
- Manatee County (2020)
- Indian River County (2004, 2013, 2019)
- Collier County (2009, 2013, 2018)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Hallandale Beach (2018)
- City of Oviedo (2005, 2013, 2018)
- Town of Wake Forest, NC (2017)
- Orange County (2004, 2012, 2017)
- Village of Royal Palm Beach (2017)
- City of Largo (2016)
- Palm Beach County (2014)
- Brevard County (2014)
- City of Casselberry (2013)
- City of North Port (2011)
- Volusia County (2008)
- Panama City (2008)
- Lake County (2007)
- City of Kissimmee (2007)
- City of St. Pete Beach (2006, 2007)
- City of Ft. Pierce (2006)
- City of Tavares (2006)
- City of Apopka (2006)
- City of DeBary (2006)
- Highlands County (2006)



Office Location
Tampa, FL

Education
- MA, Economics, University of South Florida (1995)
- MA, International Relations & Pacific Studies, University of California San Diego (1992)
- BA, Economics, University of California San Diego (1990)

Years of Experience
27

Years with Tindale Oliver
17

Certifications
AICP #019238 (2004)

Professional Affiliations
- American Planning Association (APA)
- American Institute of Certified Planners (AICP)
- Women's Transportation Seminar, President, Tampa Bay Chapter
- Growth and Infrastructure Consortium, Board of Directors, Treasurer

A. Nilgün Kamp, AICP
Principal/Director of Public Finance

Role: Project Manager

Tindale Oliver
planning | design | engineering

Nilgün has been involved in public infrastructure financing for 27 years. She has served as the project manager for approximately 250 impact fee, assessment, and user fee development and implementation studies for law enforcement, parks and recreational facilities, transportation, fire, EMS, schools, correctional facilities, government buildings, solid waste, and libraries. Her experience also includes demographic and travel behavior analysis, demographic and population projections for funding studies, travel behavior analysis, economic and fiscal impact studies, demand components, demand analysis, and other related assessment and impact fee support activities. She is regularly invited to make presentations at the industry conferences.

Representative Impact Fee Projects

Law Enforcement
- City of Hollywood (2020)
- Hernardo County (2020)
- Martin County (2020)
- Manatee County (2020)
- City of Lakeland (2006, 2009, 2014, 2019)
- City of Mount Dora (2018)
- City of Oviedo (2005, 2013, 2018)
- City of Hallandale Beach (2018)
- Orange County (2017)
- City of Palm Beach Gardens (2016)
- Collier County (2005, 2006, 2010, 2015)
- Palm Beach County (2014)
- Indian River County (2004, 2013)
- City of Casselberry (2013)
- City of North Port (2011)
- Panama City (2008)
- City of Helena, MT (2007)
- Lewis & Clark County, MT (2007)
- City of St. Pete Beach (2006, 2007)
- Highlands County (2006)
- City of Tavares (2006)
- City of Fruitland Park (2005)
- City of Deltona (2005)
- Highlands County (2006)
- Citrus County (2006)
- City of Plant City (2006)
- City of Deltona (2005)

Parks and Recreation
- City of Hollywood (2020)
- Lake County (2007, 2020)
- Hernardo County (2020)
- Martin County (2019)
- Manatee County (2019)
- City of Lakeland (2006, 2009, 2014, 2019)
- Indian River County (2004, 2013, 2019)
- Collier County (2009, 2013, 2018)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Hallandale Beach (2018)
- City of Oviedo (2005, 2013, 2018)
- Town of Wake Forest, NC (2017)
- Orange County (2004, 2012, 2017)
- Village of Royal Palm Beach (2017)
- City of Largo (2016)
- Palm Beach County (2014)
- Brevard County (2014)
- City of Casselberry (2013)
- City of North Port (2011)
- Volusia County (2008)
- Panama City (2008)
- City of Kissimmee (2007)
- City of St. Pete Beach (2006, 2007)
- City of Ft. Pierce (2006)
- City of Tavares (2006)
- City of Apopka (2006)
- City of DeBary (2006)
- Highlands County (2006)
- Citrus County (2006)
- City of Deltona (2005)



Robert Layton

Project Manager

Role: Project Planner

Tindale Oliver
planning | design | engineering

Office Location
Tampa, FL

Education
BA, Economics/Business Administration, University of Florida (2007)

Years of Experience
12

Years with Tindale Oliver
12

Professional Affiliations
American Planning Association (APA)

Robert's primary experience is in public finance studies, including impact fee and assessment studies for transportation, fire, EMS, schools, law enforcement, correctional facilities, government buildings, solid waste, libraries, and parks and recreational facilities. His background in economics enables him to work effectively with economic/demographic variables, capital improvement programs, expenditure and revenue figures, and other financial material. He also has an extensive experience with property appraiser databases and has been involved in the preparation of administrative manuals for several jurisdictions.

Representative Impact Fee Projects

- City of Hollywood (2020)
- Manatee County (2020)
- Martin County (2020)
- Hernando County (2013, 2020)
- Hillsborough County (2016, 2019)
- City of Apopka (2019)
- Indian River County (2004, 2013, 2019)
- Sumter County (2008, 2014, 2018)
- Collier County (2005, 2008, 2010, 2013, 2018)
- City of Tamarac (2018)
- City of Mount Dora (2018)
- City of Hallandale Beach (2018)
- City of Bozeman, MT (2017, 2018)
- Clay County (2017)
- Orange County (2013, 2017)
- City of Sarasota (2016)
- City of St. Cloud (2016)
- St. Lucie County (2016)
- Palm Beach County (2015)
- City of Palm Beach Gardens (2016)
- City of Tampa (2009, 2014)
- Pasco County (2014)
- Brevard County (2014)
- Marion County (2014)
- Osceola County (2011, 2014)
- Sumter County (2008, 2014)
- City of Lakeland (2014)
- Charlotte County (2013)
- Indian River County (2013)
- City of Oviedo (2013)
- City of Casselberry (2013)
- Collier County (2008, 2013, 2018)
- City of Orlando (2012)
- City of North Port (2011)
- City of Haines City (2009)
- City of Helena (MT) (2007, 2009)
- Polk County (2009)
- Lewis & Clark County (MT) (2007, 2009)
- Leon County (2008)
- Panama City (2008)



Ethan Hamilton

Economic Analyst Planner

Role: Project Planner

Tindale Oliver
planning | design | engineering

Office Location

Tampa, FL

Education

> MA, Economics, University of South Florida (2018)
> BS, Economics, University of South Florida (2013)

Years of Experience

6

Years with Tindale Oliver

4

Ethan is primarily involved with public infrastructure financing and alternative revenue funding studies. Ethan has worked on 65 various impact fee, assessment, long range planning, and user fee studies for schools, parks and recreation, fire, EMS, government buildings, libraries, transportation, and correctional facilities.
Ethan has experience in demographic and population projections, valuations of capital infrastructure and equipment, estimation of land value, enrollment trends/ projections, and fire incident demand calculations, among other impact fee and assessment support activities. Additionally, Ethan's background in Economics enables him to work effectively with the multi-disciplinary groups at Tindale Oliver.

Representative Impact Fee Projects

> City of Hollywood (2020)
> Martin County (2020)
> Manatee County (2020)
> Hernando County (2018, 2020)
> Hillsborough County (2017, 2019)
> Collier County (2014, 2015, 2018)
> City of Hallandale Beach (2018)
> Broward County (2018)
> Orange County (2016, 2017)
> Osceola County (2014, 2017)
> City of Bozeman, MT (2017)
> Town of Wake Forest, NC (2017)
> Village of Royal Palm Beach (2017)
> City of Sarasota (2016)
> St. Lucie County (2016)
> City of Palm Beach Gardens (2016)
> City of Largo (2016)
> Lake County (2015)
> Sarasota County (2015)
> Seminole County (2015)
> Greater Naples Fire District (2015)
> North Collier Fire District (2015)
> Palm Beach County (2014)
> Brevard County (2014)
> City of Lakeland (2014)



Patrick Dougherty, AICP

Planner

Role: Planner/GIS

Tindale Oliver
planning | design | engineering

Office Location

Tampa, FL

Education

- MA, Urban and Regional Planning, The University of South Florida (2016)
- BS, Human Geography/GIS, The Pennsylvania State University (2014)

Years of Experience

5

Years with Tindale Oliver

5

Certifications

AICP #31949 (2019)

Professional Affiliations

- American Planning Association (APA)
- American Association of Geographers (AAG)

Patrick is Planner on Tindale Oliver's Community Planning & Design Team. With a background in human geography, GIS and spatial analysis, he is experienced in visualizing and analyzing data for an array of projects. He has gained experience working in both community and transportation planning projects.

Representative Impact Fee Projects

- Martin County (2020)
- Manatee County (2020)
- Flagler County(2020)
- City of Hollywood (2020)
- Broward County Schools (2018, 2020)
- Hillsborough County Schools (2017, 2020)
- Collier County (2018-Ongoing)
- Hillsborough County (2018)
- Orange County (2017, 2020)
- City of Tampa (2019)
- City of Sarasota (2020)
- City of Hallandale Beach (2018)
- City of Palm Beach Gardens (2016)
- Sarasota County Schools (2015)
- Greater Naples Fire District (2015)
- North Collier Fire District(2015)



5

Project Delivery and Approach

Photo courtesy of www.vpsfl.org/gallery

Tab 5

Project Delivery and Approach

BACKGROUND REVIEW & PROJECT UNDERSTANDING

Located in Palm Beach County, the Village of Palm Springs is the 12th largest city in Palm Beach County with a population of almost 24,000. Primarily due to an aggressive annexation program that included developed and occupied residential parcels, between 1997 and 2019 the Village area increased to 4.2 square miles, and the population increased from 11,699 residents in 2000 to approximately 24,000 residents today. Figure 1 on the following page presents the population growth trends of the Village since 2000 compared to the growth rate of Palm Beach County and Florida. As presented, given the small population base along with aggressive annexations, the population growth rate experienced by the Village has been significantly higher than countywide and statewide growth rates.

These annexations involved improved residential and commercial properties, with some vacant land. The increase in land area, businesses and residents has created an impact on law enforcement and community policing services and additional demand on Village parks, recreational facilities and programs, among other services. As presented in Figure 2, between 2000 and 2007, the Village experienced significant increase in its taxable value per capita, which averaged 21 percent increase per year. With the economic downturn, taxable values per capita decreased between 2008 and 2012, with an average decrease of 9 percent per year. Since 2012, the tax base started to recover and reached an average increase of 13 percent per year on a per capita basis between 2013 and 2019.

Given the increased demand on services due to annexations and fluctuations in ad valorem tax revenues, the Village adopted Law Enforcement and Recreational Impact Fees by Resolution No. 2006-58 on June 8, 2006 and restated by Resolution No 2012-53 on July 26, 2012.

At this time, to reflect most recent data, the Village is interested in an evaluation and modification of its law enforcement and parks and recreation impact fees, and has requested proposals from qualified firms.

The Tindale Oliver Team includes planners, engineers, economists, and GIS specialists with in-depth experience in planning and impact fee studies for a wide range of program areas, including those requested by the Village. In addition, the Tindale Oliver Team has prepared Parks Master Plan, Fire Master Plans, Long Range Transportation Plans, Transit Development Plans, and other planning studies and understands the relationship between impact fees, master plans, and economic development and growth management goals.

Tindale Oliver has conducted various impact fee studies for Palm Beach County, the City of Palm Beach Gardens, and the Village of Royal Palm Beach, and therefore we are very familiar with local conditions.

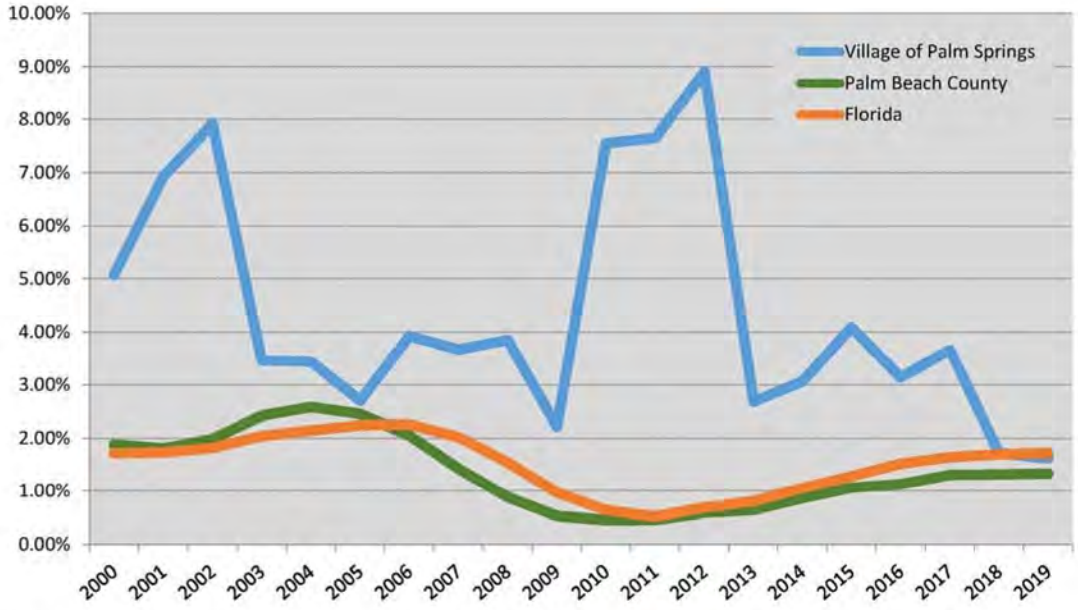
The remainder of this section includes the approach and methodology that will be used to update the Village's impact fee program.

APPROACH TO SCOPE OF SERVICES

The scope of services requested by the Village includes the update of the existing impact fees for the following service areas:

- Law enforcement and
- Parks and recreation facilities.

Figure 1: Annual Population Growth Rate Comparison



Source: Bureau of Economic & Business Research (BEBR)

Figure 2: Taxable Value per Capita



Source: Florida Property Valuations and Tax Databook

The methodology developed for this study will fulfill all legal requirements related to impact fees in Florida.

TASK 1: Background and Methodology Review

Upon receipt of the Notice to Proceed, Tindale Oliver will coordinate with the Village for the collection of specific studies, data, any technical reports, current policies and procedures, and other related information necessary to complete the impact fee study.

Tindale Oliver will review the background information and facilitate a kickoff meeting with key Village staff to identify and discuss major technical, legal, and policy issues, coordinate staff/Consultant responsibilities, and refine the project schedule as necessary. Some of the technical and policy issues that will be discussed include the following:

- Capital improvement plans, master plans, and projects and associated funding sources and levels.
- The Village's growth/redevelopment patterns and levels, annexation history as well as any planned annexation.
- Impact fee variables that need to be updated.
- Consumption-based vs. needs-based methodologies.
- Recent trends in land and construction costs experienced by the Village and other jurisdictions in Florida.
- Methodology used to measure demand for each impact fee program area.
- Review of land uses included in the current fee schedule and potential changes, if necessary.
- Potential impact fee reductions/waivers.
- Other related issues, as applicable.

The input received during this meeting will be incorporated into the remaining tasks.

TASK 2: Impact Fee Technical Analysis

Based on the results of the Task 1 review, this task addresses the update of the impact fees, which will reflect the capital costs of providing infrastructure in each service area in Palm Springs. This work effort will include development of the inventory of existing facilities, preparation of a demand component, and a review of the construction, land, and other related costs and credits.

Subtask 2.1: Inventory of Existing and Planned Facilities

The Village will provide information on the inventory of the law enforcement buildings and recreational facilities, as well as planned facilities. Tindale Oliver will provide templates to assist the Village during this process. The law enforcement facility inventory will include police stations and related buildings and associated land. Park land acreage will reflect all parks owned by the Village and the recreation facilities inventory will include existing recreational facilities on Village-owned parks, such as baseball/softball fields, playgrounds, trails, etc. A summary of the capital asset inventory for each program area will be incorporated into the technical report.

Subtask 2.2 – Level of Service Analysis

Tindale Oliver will document the Village's current, achieved level of service (LOS) and adopted LOS standards in the Comprehensive Plan, Capital Improvement Program, and other similar documents, as available. This will determine the appropriate LOS that can be used in the impact fee calculations. In addition, a comparison of achieved LOS and/or adopted LOS standards to those in other nearby/similar Florida jurisdictions will also be provided as data available.

Subtask 2.3: Demand Component

Tindale Oliver will calculate the demand component for each impact fee program area. In the case of law enforcement facilities, Tindale Oliver typically uses functional population per unit of land use. Functional population measures the benefit to each land use based on the presence of people at that land use throughout the day. In other words, land uses are charged for the availability of these services based on full-time equivalent persons present at each land use throughout the day.

Parks and recreational facilities impact fees are typically charged to residential land uses, and demand is measured in terms of population per housing unit. This information will be obtained from the American Community Survey (ACS) estimates.

As part of this task, population growth trends through annexations, development and re-development levels will be reviewed and population projections from the City or other available sources will be included in the study.

Subtask 2.4: Cost Component

The cost component for each impact fee program area will be calculated to reflect the current cost of adding capacity in Palm Springs. Cost elements reviewed will include design and engineering inspection, construction, land purchase, vehicle and equipment purchase, and other related costs. Tindale Oliver will review the Capital Improvement Program, the Capital Improvement Element of the Comprehensive Plan, annual budgets/reports, recent bids, recently-completed local projects (past five years), recent land purchases or appraisals, and other relevant documents to identify capital service improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the Village. **This information will be compared to and/or supplemented with Tindale Oliver's cost databases that include information from other Florida jurisdictions.** This work effort will be documented in the technical report.

Subtask 2.5: Credit Component

Tindale Oliver will review historical and projected capital improvement funding sources and expenditures for land, construction, design, and engineering inspection, as well as other related costs in Palm Springs. Debt service for any bond proceeds used for capacity expansion projects will be reviewed and documented as appropriate. These calculations will reflect any recent and/or anticipated changes in how the capital assets are funded. This information will be used to prepare the credit component of the impact fee formula. This work effort will be documented in the technical report.

Subtask 2.6: Development of Fee Schedules, Technical Report and Implementation Assistance

Results of subtasks 2.1 through 2.5 will be summarized in a draft technical report along with the resulting fee schedule for each program area. As part of the analysis, a phasing schedule will be provided that includes full recovery costs vs. partial recovery alternatives. Potential impact fee reductions/waivers will be discussed with the Village and incorporated into the draft report. A comparison of fees implemented in surrounding and/or similar jurisdictions will also be included. The technical report will include all information, estimates, projections, and data analysis as well as any assumptions made and methodologies employed to complete these tasks.

Upon receipt of comments from the Village, Tindale Oliver will make the necessary revisions to the draft report and submit the final report.

Tindale Oliver will also assist the Village during the implementation process in terms of legal requirements, in terms of notice requirements, providing examples of ordinance language, if needed, and review of the updated ordinance by the Village Attorney.

As part of the implementation process, Tindale Oliver will assist the Village in establishing the need for impact fee revenues. Through our experience in developing Master Plans, we have been able to assist our clients in establishing a list of projects that demonstrate the need for the impact fees and explain how the revenues generated will benefit the community.

TASK 3: Meetings and Presentations

As part of this study, the following meetings will be conducted:

- A kick-off meeting;
- A draft report review meeting with Village staff and Manager;
- Two Village Council workshops/hearings.

For all presentations, Tindale Oliver will prepare user-friendly, easy-to-follow material in PowerPoint and provide draft presentations to Village staff for review prior to the each meeting or presentation.

Given the current health concerns related to COVID-19, to ensure the study schedule is not adversely affected and the health and safety of both the City staff and Tindale Oliver personnel are protected, we will conduct all meetings virtually. This approach is reflected in the study budget through lower fees per meeting compared to in-person meetings.

TASK 4: Legal Assistance

Tindale Oliver will assist the Village to defend the fees if challenged. A separate budget will be provided for this effort, if needed.

CLIENT AND TEAM COMMUNICATION

The Tindale Oliver Team has a reputation for completing projects on time while meeting or exceeding our clients' expectations of quality. This is accomplished through the development of detailed tasks, time management practices, project staff meetings with assigned personnel, and regular communication with the client project manager.

Given the availability of our staff dedicated to Public Finance studies, we are confident our team can meet the Village's target time frames (adoption of fees within eight months) and provide a high-quality product. The daily tasks and communication for this project will be conducted by the Project Manager, Nilgün Kamp. Steve Tindale, as Principal-in-Charge, will provide the overall direction of the study, review calculations and reports, and attend meetings and presentations. Other staff will provide support for daily tasks.

Tindale Oliver will be in contact with the Village staff on a regular basis through phone conferences regarding any questions about data, the progress of the study, and other related issues. Throughout our history, we have been continuously successful in keeping our clients informed of the progress of their studies.

QUALITY CONTROL

Tindale Oliver has an extensive set of quality control measures to ensure that the data used for the study are accurate and the related analysis is complete and thorough. Throughout the analysis, our staff conducts several sets of checks to ensure the use of most accurate data.

Tindale Oliver's policy is that all work is reviewed by at least two principals to ensure both accuracy of the calculations and interpretation of the results. Our reports include a detailed explanation of the methodology along with all relevant data tables. In the past, our clients have indicated that our reports were transparent and of high quality, allowing readers to easily follow the calculations and understand the relevant steps in the process.

PROJECT SCHEDULE

Tindale Oliver's proposed project schedule is provided on the next page. Upon receipt of the contract, this schedule will be reviewed with the Village's Project Manager and, if needed, will be modified to better accommodate the Village's needs. With a dedicated Public Finance Group and other staff experienced in public finance-related analyses, Tindale Oliver has the necessary resources to meet most desired time frames and still provide a high-quality product.

To confirm that the study stays on schedule, Tindale Oliver will conduct weekly internal project meetings and communicate on the progress of this project to ensure that we continue to meet the schedule agreed to by the Village of Palm Springs.

Village of Palm Springs Impact Fee Study
Tindale Oliver Preliminary Project Timeline

Task Description	Time Frame
Receipt of Signed Contract	07/17/2020
Submittal of the Data Needs Memo	07/21/2020
Receipt of All Requested Data	08/21/2020
Kick-off Meeting - Virtual	Week of 08/03/2020
Technical Study	Aug 2020—Jan 2021
Submittal of Draft Technical Report	11/20/2020
Draft Report Review Meeting	Week of 11/30/2020
Village Council Workshop	Dec 2020
Submittal of Final Technical Report	Two weeks after receipt of all comments
Public Hearing	Jan 2021





6

References

Photo courtesy of www.vpsfl.org/gallery

Tab 6

References

In accordance with RFP # 2020R-002, the following are included in this section:

> Attachment D - Project Specific Reference Forms

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review: Tindale-Oliver & Associates, Inc., dba Tindale Oliver

RFP Number & Title: 2020R-002 Impact Fee Study

Reference: City of Lakeland
(Name of Company giving Reference)

Name/Title: Brian Rewis, Assistant Director Community & Economic Development **Telephone:** (863) 834-6258
(Name and Title of person giving Reference)

Project: Fire, Law Enforcement, and Parks Impact Fee Update **Fax:**
(Project for which references are being provided)

Project Manager: Steven A. Tindale, P.E., FAICP

Lead Professional: Nilgün Kamp, AICP

Other Key Project Personnel: Robert Layton; Ethan Hamilton

Describe the scope of work of the contract awarded by your company/agency to this contractor:
Multi-year contract. Updated several impact fee programs, including parks and recreation, fire protection, and law enforcement, as well as indexing studies. The 2015 update included converting the City's Roadway Transportation Fee to a Multimodal Transportation Fee, providing the City with more flexibility in its program expenditures.

No.	Questions	Rating	Comments
1.	**Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?**	5	Yes, TOA was extremely responsive.
2.	**Rate the quality of customer service and the competence and accessibility of the personnel.**	5	
3.	**Rate how well the firm listened and understood the project specific needs of your organization.**	5	
4.	**Rate how well the firm met the major schedule milestones for the project.**	5	
5.	**Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.**	5	No change orders.

6.	**Rate the overall quality of the work.**	5	
7.	**Rate the technical competence of the firm and its consultants.**	5	
8.	**Rate the integrity and professionalism of the firm.**	5	
9.	**If you have a similar contract to undertake in the future, would the firm be considered?** **Yes** X **No**		Absolutely.

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent



5/26/2020

Signature Date

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review: Tindale-Oliver & Associates, Inc., dba Tindale Oliver

RFP Number & Title: 2020R-002 Impact Fee Study

Reference: City of Oviedo
(Name of Company givingReference)

Name/Title: Teresa Correa, Ph.D., AICP/ Development Services Director
(Name and Title of person giving Reference)

Telephone: (407) 971-5751

Project: Impact Fee Studies
(Project for which references are being provided)

Fax: _____

Project Manager: Nilgün Kamp, AICP

Lead Professional: Steven A. Tindale, P.E., FAICP

Other Key Project Personnel: Robert Layton; Ethan Hamilton

Describe the scope of work of the contract awarded by your company/agency to this contractor:
Update to fire/EMS, transportation, police, and parks & recreation facilities impact fees, development of new government buildings impact fee to address infrastructure costs associated with new growth. Also, developed a mobility fee, incorporation of Smart Growth application, and development of an Administrative Manual. Tindale Oliver was retained in 2018 to update the City's impact fee studies.

No.	Questions	Rating	Comments
1.	**Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?**	5	Tindale Oliver has always demonstrated a high level of commitment with all projects associate with the City.
2.	**Rate the quality of customer service and the competence and accessibility of the personnel.**	5	Tindale Oliver staff is always available in answering questions when necessary
3.	**Rate how well the firm listened and understood the project specific needs of your organization.**	5	Tindale Olive has always been to the point in meeting the City's specific needs.
4.	**Rate how well the firm met the major schedule milestones for the project.**	5	Projects have always met the approved schedule
5.	**Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.**	5	never had issues with contracts.

6.	**Rate the overall quality of the work.**	5	Tindale Oliver provides high technical quality work.
7.	**Rate the technical competence of the firm and its consultants.**	5	technical competence that is always updated with the best practices of the field
8.	**Rate the integrity and professionalism of the firm.**	5	excellent!
9.	**If you have a similar contract to undertake in the future, would the firm be considered?** **Yes No**	5	Yes. The City of Oviedo has used Tindale Oliver for many years and is very satisfied with the firm.

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

May 26, 2020

Signature Date

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review: Tindale-Oliver & Associates, Inc., dba Tindale Oliver

RFP Number & Title: 2020R-002 Impact Fee Study

Reference: Palm Beach County
(Name of Company giving Reference)

Name/Title: Willie M. Swoope,Impact Fee Manager
(Name and Title of person giving Reference)

Telephone: (561) 233-5025

Project: Impact Fee Update Study
(Project for which references are being provided)

Fax: _____

Project Manager: Nilgün A. Kamp, AICP

Lead Professional: Steven A. Tindale, P.E., FAICP

Other Key Project Personnel: Robert Layton; Ethan Hamilton

Describe the scope of work of the contract awarded by your company/agency to this contractor:

Prepared an updated study for the six program areas, including schools, libraries, fire/EMS, law enforcement, parks, and public buildings, to reflect changes to the cost, credit, and demand components since the last technical study.

No.	Questions	Rating	Comments
1.	**Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?**	5	
2.	**Rate the quality of customer service and the competence and accessibility of the personnel.**	5	
3.	**Rate how well the firm listened and understood the project specific needs of your organization.**	5	
4.	**Rate how well the firm met the major schedule milestones for the project.**	5	
5.	**Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.**	5	

6.	**Rate the overall quality of the work.**	5	
7.	**Rate the technical competence of the firm and its consultants.**	5	
8.	**Rate the integrity and professionalism of the firm.**	5	
9.	**If you have a similar contract to undertake in the future, would the firm be considered?** **Yes** **No**		

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

Willie M Snoope 5/26/2020

Signature Date



7

Fee for Professional Services

Photo courtesy of www.vpsfl.org/gallery

Tab 7

Fees for Professional Services

PROJECT FEES

As shown in the detailed budget table on the next page, the professional fees and expenses associated with the Village of Palm Springs Impact Fee Study contract are estimated at $29,985 for the evaluation and modification of law enforcement and parks and recreation impact fees, which includes 4 virtual meetings.

This is a lump sum budget which includes all services, and the Village will be invoiced monthly for the portion of the work completed.

Tindale Oliver will be happy to respond to any questions from Village staff to clarify our proposed cost and/or provide additional information as necessary.

Village of Palm Springs Impact Fee Study
Tindale Oliver Proposed Project Budget

SUB TASK #	SUBTASK DESCRIPTION	Project Director $181.60	Project Manager $149.98	Senior Eng/Pln $132.48	Planner/ Engineer $79.69	Admin/ Clerical $76.08	TOTAL TASK HOURS	BURDENED COST/ TASK
TASK 1	**BACKGROUND & METHODOLOGY REVIEW**	**2.0**	**4.0**	**1.0**	**1.0**	**1.0**	**9.0**	**$1,251.37**
1.1	Send Data Request Memorandum		1.0			1.0	2.0	$226.06
1.2	Review Background Materials	1.0	2.0	1.0	1.0		5.0	$693.73
1.3	Review Study Methodology/Approach	1.0	1.0				2.0	$331.58
TASK 2	**IMPACT FEE TECHNICAL ANALYSIS**							
2.A	**UPDATE LAW ENFORCEMENT IMPACT FEE**	**6.0**	**11.0**	**33.0**	**24.0**	**1.0**	**75.0**	**$9,099.86**
2.A1	Inventory	1.0	2.0	5.0	4.0	1.0	13.0	$1,538.80
2.A2	LOS Analysis	1.0	1.0	4.0	3.0		9.0	$1,100.57
2.A3	Demand Component and Land Uses	2.0	4.0	10.0	8.0		24.0	$2,925.44
2.A4	Cost Component	1.0	2.0	8.0	6.0		17.0	$2,019.54
2.A5	Credit Component	1.0	2.0	6.0	3.0		12.0	$1,515.51
2.B	**UPDATE PARKS AND RECREATIONAL FACILITIES IMPACT FEE**	**5.0**	**18.0**	**28.0**	**28.0**	**1.0**	**80.0**	**$9,624.48**
2.B1	Inventory	1.0	5.0	7.0	8.0	1.0	22.0	$2,572.46
2.B2	LOS Analysis	1.0	3.0	6.0	6.0		16.0	$1,904.56
2.B3	Demand Component and Land Uses	1.0	3.0	5.0	4.0		13.0	$1,612.70
2.B4	Cost Component	1.0	4.0	6.0	7.0		18.0	$2,134.23
2.B5	Credit Component	1.0	3.0	4.0	3.0		11.0	$1,400.53
2.C	**DRAFT AND FINAL REPORTS**	**3.0**	**6.0**	**11.0**	**12.0**	**1.0**	**33.0**	**$3,934.32**
	Draft Report	2.0	4.0	6.0	8.0	1.0	21.0	$2,471.60
	Final Report	1.0	2.0	5.0	4.0		12.0	$1,462.72
TASK 3	**MEETINGS AND PRESENTATIONS**	**15.0**	**15.0**	**4.0**	**2.0**	**2.0**	**38.0**	**$6,075.46**
3.1	Kick-off Meeting (Virtual)	3.0	3.0				6.0	$1,255.04
3.2	Draft Report Review Meeting (Virtual)	4.0	4.0	1.0	1.0	1.0	11.0	$1,614.57
3.3	Village Council Workshop (Virtual)	4.0	4.0	2.0	1.0	1.0	12.0	$1,747.05
3.4	Adoption Hearing (Virtual)	4.0	4.0	1.0			9.0	$1,458.80
	TOTAL PROJECT BUDGET	**31.0**	**54.0**	**77.0**	**67.0**	**6.0**	**235**	**$29,985.49**



8

Attachments

Photo courtesy of www.vpsfl.org/gallery

Tab 8

Attachments

In accordance with RFP # 2020R-002, the following attachments are included in this section:

- Tindale Oliver State of Florida Certificate of Corporate Status
- Exhibit E - Conflict of Interest Disclosure Statement
- Exhibit F - Notification of Public Entity Crimes Law
- Exhibit G - Drug Free Workplace
- Exghibit H - Non-Collusion Affidavit
- Exhibit I - Truth-In-Negotiation Certificate
- Exhibit J - Scrutinized Companies Certification Form
- Tindale Oliver W-9 Form

State of Florida
Department of State

I certify from the records of this office that TINDALE-OLIVER & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 13, 1989.

The document number of this corporation is K58299.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 9, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2020

Secretary of State

Tracking Number: 0544444660CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

EXHIBIT E - CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes.* All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation 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 Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

__X__ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Tindale-Oliver & Associates, Inc., dba Tindale Oliver
Firm Name

William F Ball
Signature

William L. Ball, AICP, Chief Operating Officer
Name and Title (Print or Type)

June 9, 2020
Date

EXHIBIT F- 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 contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Tindale-Oliver & Associates, Inc., dba Tindale Oliver
Firm Name

William L Ball
Signature

William L. Ball, AICP, Chief Operating Officer
Name and Title (Print or Type)

June 9, 2020
Date

EXHIBIT G - DRUG-FREE WORKPLACE

Tindale-Oliver & Associates, Inc., dba Tindale Oliver Is a drug-free workplace and has
(Company Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Tindale-Oliver & Associates, Inc., dba Tindale Oliver
Firm Name

William L Ball
Signature

William L. Ball, AICP, Chief Operating Officer
Name and Title (Print or Type)

June 9, 2020
Date

EXHIBIT H- NON-COLLUSION AFFIDAVIT

STATE OF Florida COUNTY OF Hillsborough

Before me, the undersigned authority, personally appeared William L. Ball, AICP who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Chief Operating Officer of Tindale-Oliver & Associates, Inc., dba Tindale Oliver the Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2020R- 002 Title: Impact Fee Study for Village of Palm Springs

b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.

c. Such Proposal is genuine and is not a collusive or sham Proposal.

d. Neither the said Proposer 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 Solicitation and contract for which the attached Proposal 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 Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

e. 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.

William L Ball

Signature William L. Ball, AICP, Chief Operating Officer

STATE OF Florida)
COUNTY OF Hillsborough)
Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this 9 day of June, 2020, by William L. Ball, AICP.

Susan M. Boda

(Signature of Notary Public-State of Florida)

Susan M. Boda

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

Personally Known X OR Produced Identification ____Type of Identification Produced: _____

NOTARY PUBLIC STATE OF FLORIDA
SUSAN M. BODA
MY COMMISSION # GG 305062
EXPIRES: June 22, 2023
Bonded Thru Notary Public Underwriters

EXHIBIT I -TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name: William L. Ball, AICP

Title: Chief Operating Officer

Date: June 9, 2020

Signature: William L Ball

EXHIBIT J - SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, William L. Ball, AICP, on behalf of Tindale-Oliver & Associates, Inc., dba Tindale Oliver (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the entire term of the contract, including all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the entire term of the contract, including all renewals.

CONTRACTOR:
By: William L. Ball
Name: William L. Ball, AICP
Title: Chief Operating Officer Date: June 9, 2020

STATE OF Florida)
COUNTY OF Hillsborough)
Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization, this _____ this 9 day of June, 2020, by William L. Ball, AICP.

SUSAN M. BODA
MY COMMISSION # GG 305062
EXPIRES: June 22, 2023
Bonded Thru Notary Public Underwriters

Susan M. Boda
(Signature of Notary Public-State of Florida)

Susan M. Boda
(Print, type, or stamp commissioned name of Notary public)

Personally Known X OR Produced Identification ____ Type of Identification Produced: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tindale-Oliver & Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1000 N. Ashley Drive, Suite 400

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33602

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	2	9	2	9	8	1	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Linda J. Tindale | **Date ▶** **January 1, 2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



9

Additional Information

Photo courtesy of www.vpsfl.org/gallery

Tab 9

Additional Information

CLIENT REFERENCE LETTERS

Letters from clients who can attest to our performance conclude this section. The Tindale Oliver Team is dedicated to serving our clients, and we encourage you to contact any of our references regarding the quality of our staff and work.

PALM BEACH
Gardens

November 17, 2016

Nilgün Kamp, AICP
Director of Public Finance & Infrastructure Planning
Tindale Oliver
400 North Ashley Drive, Suite 400
Tampa, Florida 33606

Dear Nilgün;

I would like to thank you and Tindale Oliver for the excellent work your firm did for the City of Palm Beach Gardens during the update of our impact fee program. Tindale Oliver updated our existing fees in four service areas (transportation, parks, fire rescue, and law enforcement) and developed a new public buildings impact fee.

The technical report included detailed documentation of methodology and estimates for each of the impact fee variables used to calculate our fees. The level of detail and transparency gave us a comfort level that the calculated fees would stand any kind of scrutiny. The results were accepted by the development community and several of our City Council members indicated how useful the report was for them, not only for this study, but for our planning and CIP development tasks as well.

Throughout the study Tindale Oliver was extremely responsive to our needs and schedule. During the presentations you and Steve Tindale demonstrated an in-depth understanding and knowledge of issues related to impact fees and provided insightful responses that helped the program to be implemented successfully.

The study and resulting fees were approved unanimously by our Planning and Zoning Advisory Board and the City Council and the fees are now adopted at 100 percent level.

We truly enjoyed working with you and look forward to retaining the services of Tindale Oliver again in the future.

Sincerely,

Ron M. Ferris
City Manager

CITY OF PALM BEACH GARDENS
10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgfl.com

INDIAN RIVER COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
1801 27th Street, Vero Beach FL 32960
772-226-1237 / 772-978-1806 fax
www.ircgov.com

October 27, 2014

Steve Tindale, P.E., AICP, President
Nilgün Kamp, AICP, Associate Principal
Tindale Oliver
1000 North Ashley Drive, Suite 400
Tampa, Florida 33602

Re: Reference for Tindale Oliver

Dear Steve and Nilgün;

On behalf of Indian River County, I would like to thank you again for your recent impact fee work. Indian River County retained Tindale Oliver in 2005 and in 2013/2014 for the development and update of the County's impact fee program, which includes fees in nine program areas. Regarding both studies, the County had a very positive experience.

Tindale Oliver used broad and accurate technical knowledge to prepare legally defensible studies, and also provided innovative approaches that responded to County conditions and policy direction. During the most recent update study, Tindale Oliver's Affordable Growth approach provided an essential impact fee program tool that assisted in achieving growth management and economic development objectives. Using that approach, the County was able to adjust its impact fee program in a manner that balanced level of service needs with necessary impact fee and non-impact fee revenues.

Throughout the 2013/2014 study, Tindale Oliver was easily accessible and very responsive to all County requests and time frames. The technical reports thoroughly documented all detailed impact fee data and calculations in a logical order, providing a transparent and readable study. In addition, the study included local data augmented by Tindale Oliver's statewide cost and demand databases, resulting in the use of best available data and a high level of accuracy.

Tindale Oliver was the right choice for the County's impact fee study and the County looks forward to future possibilities of working with Tindale Oliver.

Sincerely,

Stan Boling, AICP
Community Development Director

CITY OF OVIEDO FLORIDA
400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765
407-971-5555 • WWW.CITYOFOVIEDO.NET

April 13, 2011

Nilgün Kamp, AICP
Associate Principal
Tindale-Oliver & Associates, Inc.
1000 North Ashley Street, Suite 100
Tampa, Florida 33620

RE: Reference for Tindale-Oliver & Associates, Inc.

Dear Nilgün,

I would like to let you know that we truly appreciate the work you and others at TOA are doing for the City of Oviedo. In the public finance arena, TOA updated our fire, police, parks, and transportation impact fees and developed the administrative buildings impact fee. Since the completion of the studies, TOA provided additional support during our annual indexing as well as with various questions that came up related to the impact fee program.

TOA staff is always available to assist the City. The work you completed included a thorough analysis that gained the approval of our City Council and the public. When we didn't have the necessary local data, TOA's knowledge of the industry and ability to find suitable data from other jurisdictions were critical in the development of an accurate impact fee program. The City believes that TOA is an expert in the impact fee arena and we rely on your expertise heavily.

TOA staff understood the needs of our community and was responsive to them. In addition, TOA's detailed, yet easy-to-understand and user-friendly presentations helped us immensely during the implementation of our fees.

We look forward to working with TOA during future updates.

Sincerely,
THE CITY OF OVIEDO

Debra M. Pierre
Planning and Development Manager

www.cityofoviedo.net

Tindale Oliver

www.tindaleoliver.com



wwww.tindaleoliver.com

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 6.3: Approve Interlocal Agreement - Restrictions of Land Development - Community Land Trust of Palm Beach County

SUMMARY:

The Planning, Zoning & Building (PZ&B) Department requests approval of an Interlocal Agreement with the Community Land Trust of Palm Beach County (CLT) to establish development terms/restrictions that would allow CLT homes to be assigned individual property control numbers (PCNs) with the sale of each house for assessment and ad-valorem/non-ad-valorem tax purposes. The proposed Interlocal Agreement, if approved, would enable each CLT house/structure to have a single PCN regardless of the number of dwelling units on the property.

Note: Community Land Trust of Palm Beach County is a county-wide housing non-profit (tax-exempt - quasi-governmental entity) organization created to provide permanently affordable housing opportunities for Palm Beach County residents. The CLT of PBC acquires land and makes it available in perpetuity for affordable housing. The CLT separates ownership of the land from ownership of the housing unit, and the housing units are sold to income-eligible households at an affordable price. The land is then made available to homeowners through a 99-years land lease.

Note: Currently, there are two (2) homes being constructed. Certificates of Occupancy were issued on February 18, 2021. An Administrative Site Plan approval was granted on September 15, 2017 to facilitate the development of the land owned by CLT.

The CLT has requested that the Village consider providing individual PCNs to each of these two (2) dwelling units for tax purposes and ensure that the homes remain affordable. As a result, the proposed Interlocal Agreement would provide for the following:

- Separate PCN's will not establish individual lots of record;
- Each property, as depicted on the site plan, will continue to be treated as a single property for application of Village codes (i.e., setbacks, etc.);
- Property owners will be restricted by the CLT from installing/making improvements to the property (i.e., sheds, accessory structures, etc.);
- Property taxes would only be paid on the value of the residential structure and not the property; thus, creating a more affordable housing opportunity.

The proposed Interlocal Agreement was prepared by the attorney for the Community Land Trust and reviewed by the Village Attorney and the Acting Planning, Zoning and Building Director.

FISCAL IMPACT:

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

ATTACHMENTS:

Proposed Interlocal Agreement - Restrictions on Development of Land -Community Land Trust (CLT) of Palm Beach County
Community Land Trust (CLT) Approved Site Plan and Final Surveys
Certificates of Occupancy - 3960 Dale Rd & 3974 Dale Rd

Agreement with Village of Palm Springs and

Community Land Trust of Palm Beach County, Inc.

Re: Affordable Housing

Interlocal Agreement

This Interlocal Agreement ("Agreement") for affordable housing is entered into this _____ day of _____, 2021, by and between the Village of Palm Springs ("LOCAL GOVERNMENT") and Community Land Trust of Palm Beach CLT of PBC, Inc. ("CLT OF PBC").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the CLT of PBC is a Florida not-for-profit corporation incorporated in 2006 and organized for purposes specified in section 501(c)(3) of the Internal Revenue Code. As provided in its articles of incorporation, the private nonprofit corporation was created to secure affordable access to land and housing and to hold that land for the benefit of the community to ensure perpetual affordability of housing units within the area served by the CLT of PBC.

The CLT of PBC is empowered to purchase or otherwise acquire, own, improve, and use real or personal property; to sell, convey, lease, transfer, or otherwise dispose of, or to mortgage or pledge or create a security interest in any or all of its property; to raise or solicit funds in furtherance of its charitable purposes; and to otherwise exercise all the powers of a non-profit corporation under Florida law.

The CLT of PBC has served as a sub-recipient for the NSP and NSP2 program for Palm Beach County. The Neighborhood Stabilization Program (NSP) was established for the purpose of providing emergency assistance to stabilize communities with high rates of abandoned and foreclosed homes, and to assist households whose annual incomes are up to

120 percent of the area median income (AMI). NSP funds are used to provide or improve

permanent residential structures that will be occupied by a household whose income is at or below 120% of area median income. The CLT of PBC was established with support of Palm Beach County was created for the purpose of expanding production of and to preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment. Palm Beach County recognizes that affordable housing is most effectively provided by combining available public and private resources to conserve and improve existing housing and provide new housing for very-low-income households, low-income households, and moderate- income households. Palm Beach County has expressed its intent that local governments achieve a combination of resources by encouraging active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons, and community groups to produce affordable housing and provide related services. State law provides that eligible counties may designate, by ordinance, the responsibility for the administration of the local housing assistance plan. The ordinance may also provide for contracting all or part of the administrative functions or other functions of the program to a third person or entity; and

WHEREAS, the LOCAL GOVERNMENT and the CLT OF PBC have recognized the need for the LOCAL GOVERNMENT to support establishment of affordable housing opportunities within the municipal boundaries of the LOCAL GOVERNMENT due to the ability of CLT OF PBC to leverage its resources for the greater good of citizens of the LOCAL GOVERNMENT; and

WHEREAS, in recognizing these facts, the LOCAL GOVERNMENT and the CLT OF PBC desire to enter into such an agreement which provides for the development of land owned by the CLT of PBC and located within the boundaries of the LOCAL GOVERNMENT for affordable housing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

The purpose of this Agreement is to set forth the agreement between the parties regarding certain restrictions that will encumber the land being developed by the CLT of PBC for affordable housing.

Section 2 Approval

The LOCAL GOVERNMENT approves of the development of affordable housing by the CLT OF PBC on the land described in the attached Exhibit A and in accordance with the site plans submitted for each property.

Section 3 Exhibits

The attached Exhibit A made a part hereof, sets forth the legal description and site plan of the land on which the CLT of PBC will have constructed 2 single family homes ("single family homes").

Section 4 Term

The term of this Agreement, unless terminated as provided herein, is for a period of ninety-nine (99) years. This Agreement shall automatically be renewed for an additional ninety-nine (99) years unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the LOCAL GOVERNMENT.

Section 5 Restrictions on Development of Land:

The following restrictions shall apply to the land described in Exhibits A and B.

Single Family Homes:

A. The CLT of PBC may have legal descriptions prepared for the area to be occupied by each of the 2 single family homes for the purpose of mortgage financing and 99-year ground leases, but they shall not be considered to be lots of record.

B. The CLT of PBC may obtain Parcel Control Numbers for each of the 2 single family homes, but the Parcel Control Numbers shall solely be for the purpose of assessment and payment of ad valorem and non-ad valorem taxes.

C. No owner of any one of the 2 single family homes shall be allowed to construct, expand or build beyond the "footprint" of the home, construct accessory structures, sheds or patios or any similar structure. Provided, however, a homeowner may construct a fence on the side and rear boundaries of the leased area, subject to all permitting requirements of the LOCAL GOVERNMENT.

D. The CLT of PBC may only convey the parcels described on Exhibit A as one parcel. In that event, the CLT of PBC will be required to replat the parcels, in accordance with current LOCAL GOVERNMENT Codes. Further, in the event that a request is made to rebuild any of the structures, the property must be re-plated.

Section 6 Termination

CLT OF PBC reserves the right to terminate this Agreement, at any time, for lack of funding, cause or convenience upon thirty (30) days' notice to LOCAL GOVERNMENT, however, prior to such termination, CLT of PBC shall either remove the structures or replat the property. LOCAL GOVERNMENT may terminate this Agreement for lack of funding, cause, or convenience upon thirty (30) days' notice to CLT OF PBC. The parties acknowledge that LOCAL GOVERNMENT shall sustain no damages, of any kind or character, as a result of the termination of this Agreement.

Section 7 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: LOCAL GOVERNMENT

Rich Reade, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(Telephone: 561-965-4011)

With a copy to:

Glen J. Torcivia, Village Attorney
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(Telephone: 561-686-8700)

To: CLT of PBC

Cindee LaCourse-Blum, Executive Director
4938 Davis Road
Lake Worth, Florida 33461
Office: 561.318.8430

With a copy to:

Simon and Schmidt, P.A.
David W. Schmidt, Esq.
766 SE 5th Avenue
Delray Beach, FL 33483
Telephone: (561) 278-2601

Section 8 Entire Agreement

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein.

Section 9 Choice of Law and Venue

This Agreement shall be governed by the laws of the State of Florida. Unless otherwise agreed to in writing by the parties, any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida.

Section 10 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 11 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 12 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. The parties further warrant and agree that no person shall be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out in the performance of this Agreement.

Section 13 Audits and Public Records

LOCAL GOVERNMENT acknowledges that its records relating to this Agreement are public records for the purposes of Chapter 119, F.S., and that it will comply and maintain such records in accordance with Florida's public records laws. LOCAL GOVERNMENT shall maintain records, documents and other evidence to sufficiently establish its performance under this Agreement. Such records shall be maintained in Palm Beach CLT of PBC for at least three (3) years after the termination of this Agreement. If any inquiry, investigation, audit or litigation is underway at any time during the three (3) year period, LOCAL GOVERNMENT shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit or litigation. The CLT OF PBC has the right, upon reasonable request and during normal business hours, to inspect, examine or copy said records.

Section 14 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach CLT of PBC Code, Section 2-421 -2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed CLT OF PBC contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the LOCAL GOVERNMENT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach CLT of PBC Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 15 Regulations, Licensing Requirements

The LOCAL GOVERNMENT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The LOCAL GOVERNMENT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 16 No Third-Party Beneficiary

No provision of this Agreement is intended to or shall be construed to create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or recipient, or official, employee, or volunteer of either party.

Section 17 No Agency

Nothing contained herein is intended to nor shall create an agency relationship between the CLT OF PBC and LOCAL GOVERNMENT.

Section 18 No Assignability

Neither this Agreement nor any obligation hereunder shall be assigned, subcontracted, transferred or otherwise encumbered by LOCAL GOVERNMENT, without the prior written consent of the CLT OF PBC.

Section 19 Amendments

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 20 Waiver

If the CLT OF PBC shall waive any provisions of the Agreement or fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed a continuing waiver and shall never be construed as such; and the CLT OF PBC shall thereafter have the right to insist upon the enforcement of such conditions or provisions.

Section 21 Continuing Obligations

Duties or obligations that are of a continuing nature extending beyond the Agreement's expiration or termination, including but not limited to those set forth in Section 7, shall survive the Agreement's termination or expiration.

Section 22 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 23 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

Section 24 E-Verify

LOCAL GOVERNMENT and CLT of PBC each warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. LOCAL GOVERNMENT and CLT of PBC each shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

LOCAL GOVERNMENT and CLT of PBC each shall terminate this Agreement if it has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

(Signatures on following page)

IN WITNESS WHEREOF, the CLT OF PBC and LOCAL GOVERNMENT have each caused this Agreement to be executed by its duly authorized official as of the date first set forth above.

Village of Palm Springs

ATTEST:

By _____
Kimberly Wynn, Village Clerk

By: _____
Beverly Smith, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Village Attorney

Community Land Trust of Palm Beach County, Inc.

By: _____
Cindee LaCourse-Blum, Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
David W. Schmidt, Esq.

EXHIBIT A

Single Family Homes

3960 DALE ROAD

A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 01° 41'10" WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 809.60 FEET; THENCE SOUTH 88° 06'29" EAST, A DISTANCE OF 164.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01° 41'10" EAST, A DISTANCE OF 103.00 FEET; THENCE SOUTH 88° 06'29" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF DALE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 2259 AT PAGE 926 OF SAID PUBLIC RECORDS, A DISTANCE OF 91.00 FEET; THENCE SOUTH 01° 41'10" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88° 06'29" WEST, A DISTANCE OF 91.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.

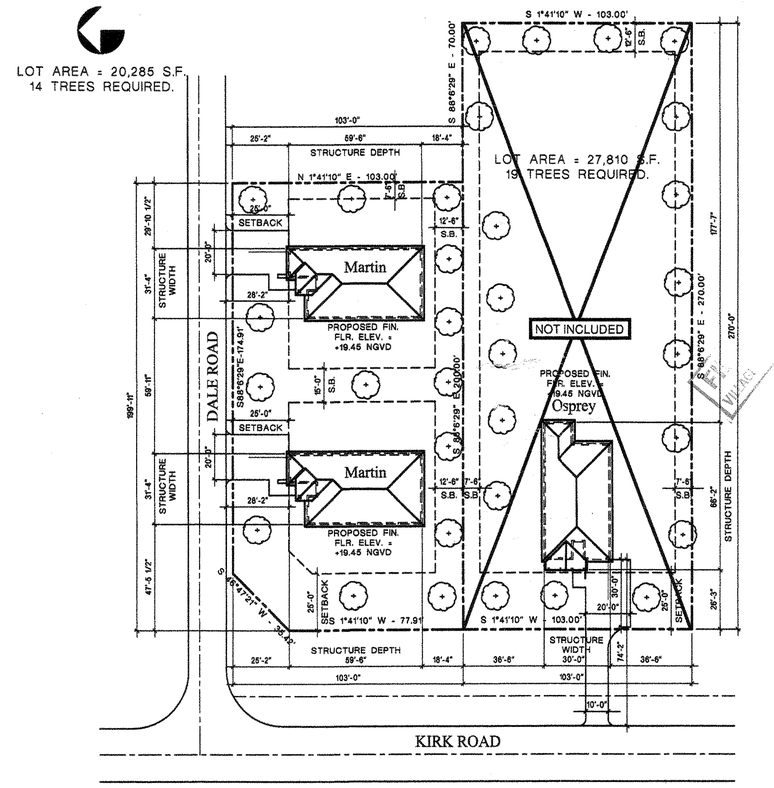
3974 DALE ROAD

A PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 18; THENCE SOUTH 01° 41'10" WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 809.60 FEET; THENCE SOUTH 88° 06'29" EAST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01° 41'10" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF KIRK ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 24527 AT PAGES 1406 AND 1417 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 77.92 FEET; THENCE NORTH 46° 47'21" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 35.42 FEET; THENCE SOUTH 88° 06'29" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF DALE ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 2259 AT PAGE 926 OF SAID PUBLIC RECORDS, A DISTANCE OF 83.91 FEET; THENCE SOUTH 01° 41'10" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°06'29" WEST, A DISTANCE OF 109.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.

Kirk Road and Dale Road



ZONING APPROVAL AS NOTED. ALL DEVELOPMENT MUST COMPLY WITH THE VILLAGE OF PALM SPRINGS CODE OF ORDINANCES AND DEVELOPMENT CODE.
DATE: 1-27-2020
APPROVED BY: J. Calcerrada

OFFICE COPY
VILLAGE OF PALM SPRINGS

VILLAGE OF PALM SPRINGS
PLAN REVIEW & APPROVAL
APPROVED BY DATE
BUILDING
ELECTRICAL
MECHANICAL YA 1-28-2020
PLUMBING
UTILITY

FIELD COPY
VILLAGE OF PALM SPRINGS

VILLAGE OF PALM SPRINGS
PZED DEPARTMENT
JAN 08 2020
RECEIVED

202000028

CONDITIONAL APPROVAL
THIS PLAN IS APPROVED SUBJECT TO THE CONDITIONS NOTED ON THE PLANS OR ATTACHED HEREWITH
10-3-2019
J. Calcerrada
ASP 2019011189

201701169

VILLAGE OF PALM SPRINGS
LAND DEVELOPMENT DEPARTMENT
SEP 15 2017
RECEIVED

Maurice Menasche, PA
Architecture - Planning - Design
FL. REG. #AR0024691 - FL. C.A. #AA26002281
12555 Orange Drive, Suite 122
Davie, Florida 33330
Ph: (954) 474-8540 Fax: (954) 474-8559

REVISIONS

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING, ARE OWNED BY AND THE PROPERTY OF THE ARCHITECT AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY, OR DISCLOSED TO, ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF MAURICE MENASCHE, AIA.

WRITTEN DIMENSION ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THE ARCHITECT MUST BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS PRIOR TO CONSTRUCTION. SAMPLE/MARIES WILL NOT BE ACCEPTED.

PALM BEACH CLT

PROPOSED SITE PLANS

TO THE BEST OF MY KNOWLEDGE, THE DESIGN DEPICTED ON THIS DRAWING COMPLYS WITH THE APPLICABLE MIAMI-DADE BUILDING CODE IN EFFECT AS OF DATE OF CERTIFICATION BELOW.

Maurice Menasche, AIA, LEED AP
FL. REG. #AR0024691 - FL. C.A. #AA26002281

SHEET TITLE	SITE PLANS
DRAWN	MM
CHECKED	MM
DATE	9/13/17
SCALE	1/32" = 1'-0"
JOB. NO.	
SHEET	S-1

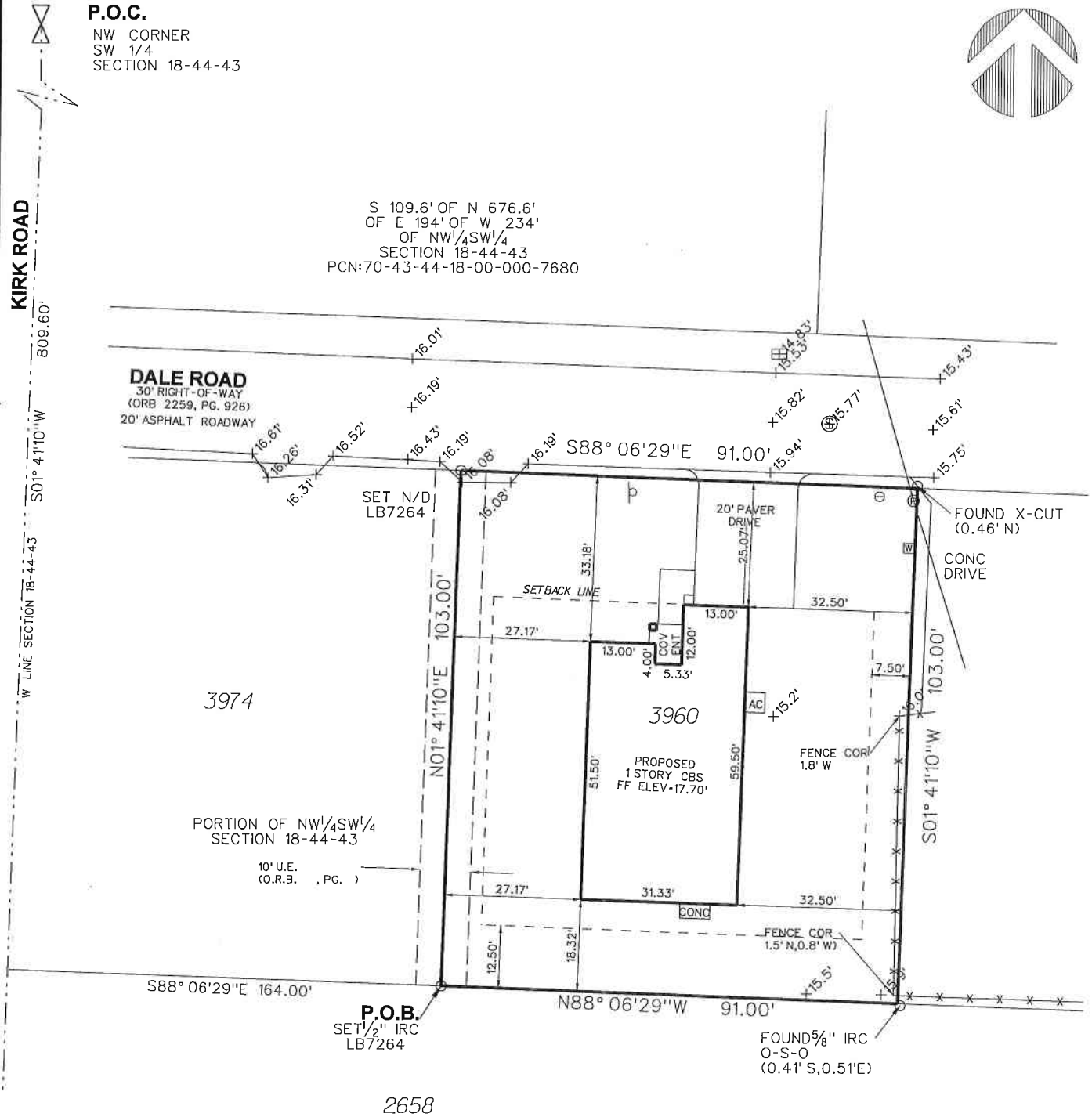
OF 1 SHEETS

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264

947 Clint Moore Road
Boca Raton, Florida 33487

Tel: (561) 241-9988
Fax: (561) 241-5182

BOUNDARY SURVEY/PLOT PLAN



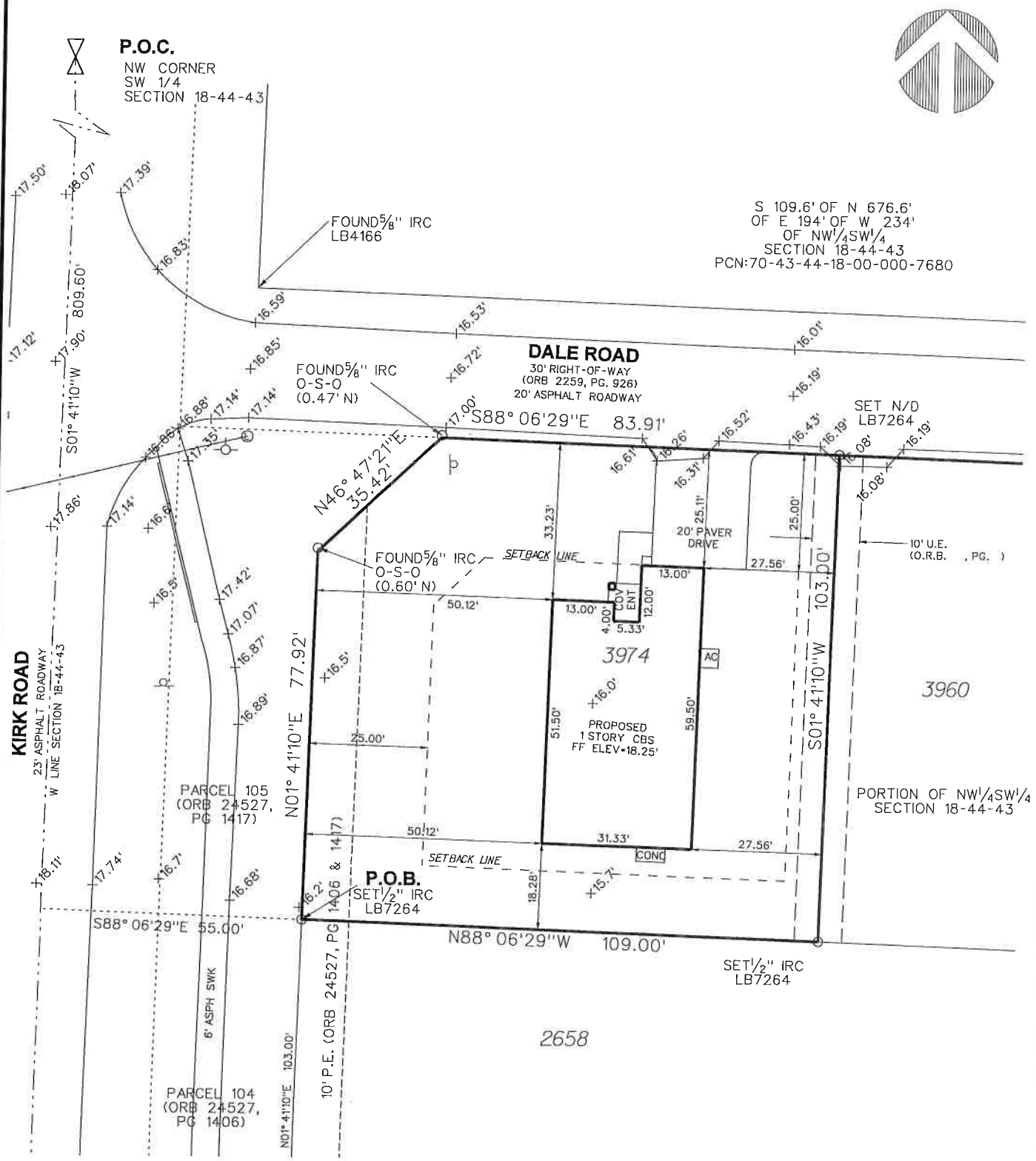
JOB NO. 17163	Project Name: 3709 KIRK ROAD	DWG BY: JSH	SCALE: 1"=30'	
		CK'D By: AR	DATE: 12/13/2019	SHEET 3 OF 3

947 Clint Moore Road
Boca Raton, Florida 33487

PERIMETER
SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

BOUNDARY SURVEY/PLOT PLAN



JOB NO. 17163	Project Name: 3711 KIRK ROAD	DWG BY: JSH	SCALE: 1"=30'	
		CK'D By: AR	DATE: 12/13/2019	SHEET 3 OF 3

CERTIFICATE OF OCCUPANCY

Date Completed:
02/18/2021

This Certificate issued pursuant to the requirements of the Florida Building Code Certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. Documentation of the as-built lowest floor elevation has been provided and is retained in the records of the department of building safety.

PERMIT NO:	B202000028
PROPOSED USE:	SFH
OCCUPANCY TYPE:	RESIDENTIAL R-3
CONSTRUCTION TYPE:	5-B
AUTOMATIC SPRINKLER SYSTEM REQUIRED?	NO
EDITION OF CODE:	2017 FBC (6TH EDITION)
PROPERTY OWNER:	COMMUNITY LAND TRUST OF PBC INC 4938 DAVIS ROADA LAKE WORTH FL 33461
PROPERTY ADDRESS:	3960 DALE ROAD PALM SPRINGS FL 33406

03/01/2021
DATE

BUILDING OFFICIAL

CERTIFICATE OF OCCUPANCY

Date Completed:
02/18/2021

This Certificate issued pursuant to the requirements of the Florida Building Code Certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. Documentation of the as-built lowest floor elevation has been provided and is retained in the records of the department of building safety.

PERMIT NO:	B202000026
PROPOSED USE:	SFH
OCCUPANCY TYPE:	RESIDENTIAL R-3
CONSTRUCTION TYPE:	5-B
AUTOMATIC SPRINKLER SYSTEM REQUIRED?	NO
EDITION OF CODE:	2017 FBC (6TH EDITION)
PROPERTY OWNER:	COMMUNITY LAND TRUST OF PBC INC 4938 DAVIS ROADA LAKE WORTH FL 33461
PROPERTY ADDRESS:	3974 DALE ROAD PALM SPRINGS FL 33406

03/01/2021
DATE

BUILDING OFFICIAL

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Public Service

ITEM 6.4: Approve Minor Construction Projects Contract - Piggyback - Public Service Department (FY 2021 Budget Funded) – Wynn and Sons Environmental Construction, Inc.

SUMMARY:

The Public Service Department, throughout the year, has a need to provide minor construction services (i.e., equipment and personnel) to assist the Village with miscellaneous public service-related projects such as sidewalk and roadway repairs as well as small utility construction projects. The Village has utilized Wynn and Sons Environmental Construction to assist with these types of projects/services and the previously piggybacked contract (from Palm Beach County) has expired on July 22, 2019.

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Palm Beach County contract awarded to Wynn & Sons Environmental Construction, Inc. This selection by Palm Beach County was completed through a competitive selection process – Palm Beach County Annual Pathway and Minor Construction Contract (Project Number 2020055 - August 4, 2020).

If approved, the Village would accept Wynn & Sons Environmental Construction's pricing by piggybacking the Palm Beach County's contract including all terms, conditions and pricing therein. The term of the proposed contract is set to expire on November 16, 2023. An internal budget transfer or amendment to support this proposed cost above the budgeted amount may be completed within the Water and Sewer 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 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; The Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or

from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The proposed agreement has been prepared by the Village Attorney and reviewed by the Assistant Public Service Director/Engineer, Utility Superintendent and the Finance Director.

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

FISCAL IMPACT:

Funds to support purchases under this proposed Agreement are available with the FY 2021 Budget - General Fund, and FY 2021 Budget - Water and Sewer Enterprise Fund.

Allocated/Estimated Services Funding:	***Amount***
FY 2021 Approved Budget - General Fund	$350,000
FY 2021 Approved Budget - Water & Sewer Fund	$ 6,200

Expected Project Costs:	***Amount***
FY 2021 Approved Budget - General Fund	$ 20,000
FY 2021 Approved Budget - Water & Sewer Fund	$ 46,303

The Village will not expend more than the amount within the approved budgets as they may be adopted/amended each year for these goods and services over the term of this contract.

An internal budget transfer or amendment to support this proposed cost above the budgeted amount may be completed within the Water and Sewer fund at a later date, if necessary.

ATTACHMENTS:

Piggyback Ageement for Minor Construction 2021- Wynn and Sons.pdf
Approval to Piggyback - Wynn and Sons Environmental Construction
Palm Beach County - Executed Contract - Wynn and Sons Environmental Construction
Palm Beach County - Bid Tabulation - Wynn and Sons Environmental Construction
Palm Beach County - Bid Response - Wynn and Sons Environmental Construction
Palm Beach County - Invitation to Bid

AGREEMENT FOR MINOR CONSTRUCTION PROJECTS

This Agreement for minor construction projects ("Agreement" hereafter) is made as of the _____ day of _____, 2021, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Wynn & Sons Environmental Construction Co., Inc.**, 7268 Belvedere Road, West Palm Beach, FL 33411, 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 minor construction projects for the VILLAGE; and,

WHEREAS, the County of Palm Beach through its competitive selection process awarded an annual contract for pathway and minor construction projects (Project No. 2020-055) ("PBCO 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 minor construction projects based on the pricing and terms and conditions of the PBCO Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the PBCO 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. PBCO Contract. The PBCO 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 Palm Beach County under the PBCO Contract and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the PBCO Contract and pricing therein, the CONTRACTOR shall perform minor construction projects as requested by the VILLAGE.

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

    (a) All written modifications and amendments hereto;

(b) This Agreement;
(c) PBCO Contract (including the Bid Package, Contractor's Proposal and Contract).

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

(a) All written modifications and amendments hereto;
(b) This Agreement;
(c) The PBCO 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 PBCO 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 in PBCO 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 PBCO Contract renewal term which shall expire on November 16, 2023.

6.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.12 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.

7. Palm Beach County Inspector General. 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.

8. 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.

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.

9. 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 Statues. 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.

10. Warranty. CONTRACTOR shall provide a warranty to the VILLAGE for services performed and/or material installed in accordance with the warranty provision of the PBCO Contract.

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

11.1. 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.

11.2. 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:
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.

(g) 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.

12. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, subcontractors 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.

13. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company 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;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

(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 Company may not be awarded a public contract for at least 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 parties hereto have caused this to be executed as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
_____, Mayor

ATTEST:

BY: _____
_____, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Glen J. Torcivia, Village Attorney

CONTRACTOR:
WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.

By: _____

Print Name: Daniel P. Wynn
Print Title: Pres.

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 4th day of June, 2021 by Daniel Wynn, as pres. of **Wynn & Sons Environmental Construction Co., Inc.**, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires: _____

RICHARD B. VOLPE
MY COMMISSION EXPIRES
JANUARY 27, 2024
#GG 917438
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

authorization

rickatwynnandsons@comcast.net <rickatwynnandsons@comcast.net>

Fri 5/28/2021 1:37 PM

To: Chad Girard <cgirard@vpsfl.org>

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.

This email authorizes Mr. Girard P.E , of The Town Palm Springs To piggyback my PBC annual contract for Pathway & minor construction 2020-055 to use for any purpose town wide.

Respectfully,

Rick Volpe-General Manager
Wynn & Sons Environmental Construction Co. Inc.
7268 Belvedere rd.
West Palm Beach,Fl.33411

561-797-9452

CONFIDENTIALITY NOTICE:
WYNN & SONS iNC., Inc. would like you to be aware that the information contained in this communication, including attachments is privileged and confidential. It is intended only for the exclusive use of the addressee.

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error please notify us by telephone immediately at (561)686-6077. Thank you

R2020 1641

NOV 17 2020

PALM BEACH COUNTY, FLORIDA

PROJECT NAME: ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT

PROJECT NO.: 2020055

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

Project Name: **Annual Pathway and Minor Construction Contract**

Project Number: **2020055**

ADDENDUM NO. 1

Date of Issuance: **June 26, 2020**

SPECIFICATIONS: Delete: A, C, P-1 through P-12

Insert: A-A, C-A, P-1A through P-12A

It is required that **ADDENDUM NO. 1** be acknowledged in the space provided on the **PROPOSAL FORM.**

APPROVED BY: _____ 6/26/20

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

Project Name: **Annual Pathway and Minor Construction Contract**

Project Number: **2020055**

ADDENDUM NO. 2

Date of Issuance: **July 8, 2020**

NOTE: BID DUE DATE CHANGED TO JULY 21, 2020

SPECIFICATIONS: Delete:A-A, C-A, SP-7, LW-2

Insert: A-B, C-B, SP-7B, LW-2B

Add: SP-31, SP-32

It is required that **ADDENDUM NO. 2** be acknowledged in the space provided on the **PROPOSAL FORM.**

APPROVED BY:* _____ 7/8/20

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

Project Name: **Annual Pathway and Minor Construction Contract**

Project Number: **2020055**

ADDENDUM NO. 3

Date of Issuance: **July 16, 2020**

NOTE: BID DUE DATE CHANGED TO JULY 28, 2020

SPECIFICATIONS: Delete: A-B, C-B, GP-6, GP-8

Insert: A-C, C-C, GP-6C, GP-8C

Add: SP-33, SP-34, SP-35

7/16/20

It is required that **ADDENDUM NO. 3** be acknowledged in the space provided on the **PROPOSAL FORM**.

APPROVED BY:

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

Project Name: **Annual Pathway and Minor Construction Contract**

Project Number: **2020055**

ADDENDUM NO. 4

Date of Issuance: **July 28, 2020**

NOTE: BID DUE DATE CHANGED TO AUGUST 4, 2020

SPECIFICATIONS: Delete: A-C, C-C

Insert: A-D, C-D

7/28 PAR

It is required that **ADDENDUM NO. 4** be acknowledged in the space provided on the **PROPOSAL FORM.**

APPROVED BY: _____

7/28/20

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

Project Name: **Annual Pathway and Minor Construction Contract**

Project Number: **2020055**

ADDENDUM NO. 5

Date of Issuance: **July 30, 2020**

SPECIFICATIONS: Delete: P-10A

Insert: P-10E

It is required that **ADDENDUM NO. 5** be acknowledged in the space provided on the **PROPOSAL FORM.**

APPROVED BY:* _____

7/30

7/30/20

INDEX

Bidding Forms

Cover Sheet..... Cover
Index ..... A-D
Notice to Bidders ..... B
Advertisement for Bid ..... C-D
Submittals Requested with Bid ..... D
Instructions to Bidders..... ITB-1 to ITB-11

Specifications / Provisions

Special Provisions..... SP-1 to SP-30
Special Provisions [Requests for Information (Contractor RFI's)] ..... SP-31 to SP-35
Technical Special Provisions..... TSP-1 to TSP-32
Standard Specifications SS-1
General Provisions..... GP-1 to GP-140

Release / Permits / EBO Forms

Driveway Construction Release ..... DE-1 to DE-2
Permits..... PER-1
EBO Forms ..... EBO-1 to EBO-6

Proposal

Proposal Form..... P-1A to P-12A

Bid Forms / Requirements / Bid Bond

Palm Beach County Local Preference Ordinance & Cert. of Business Location ..... LP-1 to LP-2
Living Wage Ordinance and Certifications ..... LW-1 to LW-4
Scrutinized Companies SC-1
Bid Bond..... BB-1 to BB-2
Certificate of Resolution..... CC-1

Contract Forms / Requirements / Construction Bond

Contract ..... C-1 to C-3
Public Construction Bond..... PCB-1 to PCB-4
EBO Schedules 3 and 4 ..... PC-1 to PC-2
Certification of Sublet Work SW-1
Certificate of Insurance..... CI-1
Construction Coordination Forms ..... CONST-1 to CONST-11

NOTICE TO BIDDERS

A PRE-BID MEETING WILL BE HELD ON

THURSDAY JUNE 25, 2020 AT 10:00 A.M.

AT THE ENGINEERING & PUBLIC WORKS DEPARTMENT

IN THE THIRD FLOOR MAIN CONFERENCE ROOM (3W-12)

LOCATED AT 2300 NORTH JOG ROAD

WEST PALM BEACH, FLORIDA, 33411-2745

ATTENDANCE VIA TELECONFERENCE OPTION:
CALL (561) 776-2160
PIN: 327060

IF THERE ARE ANY QUESTIONS

CONCERNING THIS MEETING,

PLEASE CONTACT THE OFFICE OF

ROADWAY PRODUCTION

AT (561) 684-4150

ADVERTISEMENT FOR BID

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida,in the Office of Palm Beach County Engineering & Public Works Department, Roadway Production Division, located at 2300 North Jog Road, Third Floor Room 3W-33, West Palm Beach, Florida, 33411-2745, up to 2:00 P.M., local time, and opened on Tuesday, August 4, 2020, for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO. 2020055

Bids will be accepted **via standard shipping services** *(such as UPS, FedEx, USPS, or similar)* at 2300 North Jog Road, Third Floor Room 3W-33, West Palm Beach, Florida, 33411-2745 up to the deadline listed above.

Bids will be accepted **via hand delivery** *(including courier services)* **from 1:00 p.m until 2:00 p.m.** on the bid due date outside the Engineering & Public Works Lobby at 2300 North Jog Road, ThirdFloor Room 3E-62 and opened at 2:00 p.m. in this location.

All conditions and requirements for Bid submission, consideration, and award are contained in the Contract Documents, which are posted on the following Palm Beach County web site:
https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService

To review the Contract documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Contract documents (Plans, Specifications, Excel Proposal Forms, check list "with required forms" and any other related documents).

Hard copy documents will be available at the Department for a non-refundable service fee of **$25.00**. The Contractor shall contact Palm Beach County Roadway Production Division at (561) 684-4150 in advance to arrange for hard copies.

All Bids shall be submitted in accordance with the Bid documents, including but not limited to the General Provision Section 2 and accompanied by the documentation referenced therein.

The Pre-Bid Meeting will be held on Thursday, June 25, 2020 at 10:00 A.M., in the Third Floor Main Conference Room (3W-12) in the Palm Beach County Building at 2300 North Jog Road, West Palm Beach, Florida. The pre-bid meeting may be attended via teleconference by calling (561) 776-2160 and entering PIN 327060 at the above listed date and time. Attendance at this pre-bid meeting is highly recommended and strongly encouraged. To the extent you are unable to attend the pre-bid meeting, you may request and obtain an audio recording of the meeting by contacting Palm Beach County Roadway Production Division at (561) 684-4150.

The Board of County Commissioners reserves the right to reject any or all Bids. By order of the Board of County Commissioners, Palm Beach County, Florida.

ATTEST:
SHARON R. BOCK, CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DAVID RICKS, P.E., COUNTY ENGINEER

BY: Dave Kerner, Mayor

PUBLISH: PALM BEACH POST
SUNDAY: JUNE 14, 2020
SUNDAY: JUNE 21, 2020

SUBMITTALS REQUESTED WITH BID

At a minimum, submit one original package containing the following:
(see contract documents to determine of other requirements apply)

- ✓ EBO Schedules 1 & 2 (pages EBO-1, EBO-2)
- ✓ All Proposal Pages (P Pages)
- ✓ Signed Contractor's Certification (Last P Page)
- ✓ Signed/Sealed Local Preference (Page LP-2) with Copy of Bidder's Palm Beach County Tax Receipt (If Eligible)
- ✓ Signed/Sealed Living Wage (Pages LW-2, LW-3, LW-4)
- ✓ Scrutinized Companies (Page SC-1)
- ✓ Acknowledged/Sealed Bid Bond and Bid Bond forms pages BB-1 and BB-2
- ✓ Certificate of Resolution (Page CC-1)
- ✓ Copy of Firm's Active License to Conduct Business in the State of Florida
- ✓ FDOT Pre-qualification Letter or Similar Project Experience (see General Provisions Section 2-1)

** Please do not staple or permanently bind the bid documents.

Total Bid
$ 9,583,225.00
Addendum 1-5

INSTRUCTIONS TO BIDDERS

Prospective Bidders are hereby advised that Division I of the FDOT Standard Specifications for Road and Bridge Construction 2017 (and as amended herein) ("Specifications") shall serve as instructions to Bidders along with the following:

1. **VSS REGISTRATION REQUIRED**: Prior to Contract award or renewal ("Award"), Contractor must register in the County's Vendor Self Service ("VSS") at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If Contractor intends to use subcontractors, Contractor must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize Contract Award until Contractor has certified that the Contractor and all of its subcontractors are registered in VSS.

2. **LAWS AFFECTING PUBLIC WORK:** Bidders shall be familiar with the various Federal, State and Local Laws affecting the prosecution of the Work. As outlined in Section 2-11 of the Specifications, Palm Beach County (County) Administrative Code Section 305.02 & 402.00, and the Purchasing Ordinance (Palm Beach County Code, Chapter 2, Article III, Division 2, Part A), the County is responsible to assure the qualifications of any or all prospective Contractors.

3. **POWER OF ATTORNEY:** Attorneys-in-fact who sign Proposal Guaranties and Contract Bonds must file with such bond a certified copy of their power of attorney to sign said bonds.

4. **ADDENDA – CHANGES WHILE BIDDING:** No interpretation of the meaning of the Plans, Specifications or other Contract Documents will be made to any Bidder orally. Every Request for Information (RFI) is preferred to be submitted to the Director, Palm Beach County Roadway Production Division via electronic mail (e-mail) to email address:

   ENG-RoadwayBids@pbcgov.org

   RFI's may also be mailed or faxed to the Director at the following: 2300 N. Jog Road, Suite #3W-33, West Palm Beach, Florida, 33411-2745. Fax: 561-684-4166. For the RFI to be given consideration, it must be submitted at least five (5) Working Days prior to the date and time fixed for the opening of Bids.

   Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be posted on the following URL: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService
   up to seventy-two (72) hours prior to the date and time fixed for the opening of Bids. The exceptions to this notification period shall be that of an Addenda whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes, which shall be issued up to 24 hours prior to the date fixed for the Contract Letting. The request for Bids may be withdrawn, or the date for receipt of Bids may be postponed, at any time prior to the bid opening.

   The Bidder shall acknowledge and certify receipt of all addenda by completing the Proposal Form page. Copies of Addenda will also be made available for inspection at the Department where Bidding Documents are on file for that purpose. Failure of any Bidder to receive any

such Addenda of interpretation shall not relieve any Bidder from any obligation under the Bid as submitted. All addenda so issued shall, ultimately, become part of the Contract Documents.

5. **POSTING OF BID TABULATIONS:** Recommended award will be posted for review by interested parties at the Engineering & Public Works Department located at 2300 N. Jog Rd., Suite #3W-33, West Palm Beach, Florida, 33411-2745, Florida, and will remain posted for a period of at least seventy-two (72) hours prior to approval by the Board of County Commissioners. Failure to file a protest to the Director of Purchasing Department within the time prescribed in the County Purchasing Ordinance shall constitute a waiver of proceedings under the referenced County Ordinance.

6. **EQUAL BUSINESS OPPORTUNITY PROGRAM**

Please note that all forms related to the Equal Business Opportunity (EBO) Program, including waiver forms and good faith effort documentation can be found at:

http://discover.pbcgov.org/oebo/Pages/Documents.aspx.

6.1 - Definitions The following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, "any" includes "all," "and" includes "or." Capitalized terms are defined as set forth in the EBO Ordinance, and in the Contract.

6.1.1 - **"Prime"** and **"prime consultant"** mean, refer, and relate to **"Prime Contractor,"** as defined in the EBO Ordinance, and to **"CONSULTANT,"** as defined in the Contract, and as applicable.

6.1.2 - **"Solicitation"** and **"solicit"** mean, refer, and relate to Advertisement for Proposals.

6.1.3 - **"Proposer"** shall mean **"Bidder"**

6.1.4 - **"Proposal"** shall mean **"Bid"** as defined in the EBO Ordinance.

6.1.5 – **"Subcontractor"** shall mean **"Subconsultant"** as applicable.

6.2 - Policy

It is the policy of Palm Beach County's Board of County Commissioners that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the Department's procurement process, prime contract and subcontract opportunities. To that end, the Department's Board of County Commissioners adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance)

which sets forth the requirements for the EBO Program, and which is incorporated in this solicitation. The Contractor must comply with the requirements contained in this section for the Contractor to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

6.3 - Application of S/M/WBE Goals through Affirmative Procurement Initiatives (APIs)

6.3.1 - Application of API(s)

The AP approved for this solicitation, including any applicable S/M/WBE goals is:

SBE Subcontracting Program (EBO Ordinance Section 2.80.27(1)(c))
A 15% SBE subcontracting participation goal is established for this Contract.
A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or Subcontractor firms.

Any bid that fails to comply with the API requirements included in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive to the solicitation requirements.

6.3.2 - API Waiver Requests

If The Contractor is unable to comply with the API(s) requirements as set forth in this solicitation, the Contractor shall submit a request for a waiver or partial waiver at least seven (7) business days prior to the bid due date as stated in the solicitation. If the Contractor requests a waiver from an API requirement from the Office of Equal Business Opportunity (OEBO) at least seven (7) business days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if The Contractor, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then The Contractor must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the Contractor is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Contractor's inability to meet the goal requirement. In the event the Contractor is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

6.3.3 - Good Faith Efforts

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by The Contractor to comply with the requirements as described under the selected API. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the EBO website at http://discover.pbcgov.org/oebo/Pages/Documents.aspx. The OEBO shall review a waiver request within seven (7) business days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the Contractor to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the Department in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Proposers and the bid due dated extended. However, if the OEBO determines that the Proposer failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the Proposer to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Proposer shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

6.3.4 - Documentation Required for Good Faith Efforts

Documentation means documentation of the Proposer's intent to comply with the applicable API(s), including, but not limited to, the following:

- documentation as stated in the solicitation reflecting the Proposer's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or
- documentation of efforts made toward achieving EBO program goals
    - solicitations of bids/proposals/qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms;
    - correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts;
    - documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms;
    - documentation of a Prime Consultant's posting of a bond covering the work of S/M/WBE subcontractors;

- documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the Proposer; and
- documentation of consultations with trade associations and contractors that represent the interests of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors.

Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.

6.4 - Proposal Submission Documentation

S/M/WBE bidders, proposing as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractors, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidder's own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce.

6.4.1 - S/M/WBE Participation. Proposer represents and warrants that Proposer will meet the S/M/WBE participation percentages submitted in its bid with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Proposer agrees to provide any additional information requested by the Department to substantiate participation.

6.4.2 - Proposers are required to submit Schedules 1 and 2 with their bid in order to be deemed responsive to this solicitation. Subcontractor documentation shall be submitted as follows:

6.4.2.1 - Schedule 1 - List of Proposed Subcontractors

A completed Schedule 1 submitted by the prime shall list the names of all subcontractors intended to be used in performance of the Contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Contractor is performing all or any portion of this Contract with their work force.

6.4.2.2 - Schedule 2 - Letter of Intent

A completed Schedule 2 is a binding document between the Contractor and a subcontractor (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Contractor and by the proposed subcontractor. If the Contractor is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed

by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor on this form. All named subcontractors on this form must also complete and submit a separate Schedule 2. The Contractor may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Contractor submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or bid may be attached with a signed Schedule 2.

6.4.2.3 – Schedule Submittals

6.4.2.3.1 - Failure to submit a properly executed Schedule 1 and Schedule 2 will result in a bid being rejected as non-responsive to the solicitation.

6.4.2.3.2 - In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

6.4.2.3.3 - In the event of mathematical error(s), the unit price, if available, shall prevail and the prime's total offer shall be corrected accordingly.

6.5 - S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the Contract as the Department may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

6.6 - Counting S/M/WBE Participation

Once a business is determined to be an eligible S/M/WBE according to the County certification procedures, the Contractor may count toward its goals only that portion of the total dollar value of a contract performed by the S/M/WBE. Prior to issuance of this solicitation, the total dollar value of a contract will be determined by the Department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.

6.6.1 - Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.

6.6.2 - The Contractor may count toward the established API a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by the certified S/M/WBE of the joint venture.

6.6.3 - The Contractor may count toward the established API the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

6.6.4 - The Contractor may count sixty percent (60%) of its expenditure to S/M/WBE suppliers / distributors that are not manufacturers toward the established goal.

6.6.5 - The Contractor may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE.

6.6.6 - The Contractor may count the entire expenditure to an S/M/WBE manufacturer toward the established goal (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

6.6.7 - The Contractor may only count towards the established goal the goods and services in which the S/M/WBE subcontractor is certified and performs with their work force.

6.7 - Responsibilities After Contract Award

6.7.1 - Schedule 3- Subcontractor Activity Form

The Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors, and specify the contracted dollar amount; approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

6.7.2 - Schedule 4- Payment Certification Form

A fully executed Schedule 4 shall be submitted for each subcontractor after receipt of payment from the Contractor. The Contractor shall submit this form with each payment application or invoice submitted to the Department when the Department has paid the

Contractor on the previous payment application for services provided by a subcontractor. If any subcontractor intends to disburse funds associated with this payment to another subcontractor for labor provided on this Contract, the amount and name of the subcontractor shall be listed on this form. All named subcontractors on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Contractor is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Contractor for services performed by its own workforce. All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Respondents or bidders agree to provide any additional information requested by the Department to substantiate participation.

6.7.3 - The successful CONSULTANT shall submit a Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Contractor and the Payment Certification Forms (Schedule 4) are to be executed by the subcontractor to verify receipt of payment.

6.7.4 - Upon letter notification by the Department that the EBO payment portal/tracking system is available for use, the Contractor is required to input all subcontractor payment information directly into the EBO payment portal prior to submitting a payment application.

6.7.5 - Post Proposal Waiver Request. After submission of a bid, if Proposer, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Proposer must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Proposer is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Proposer's inability to meet the goal requirement. In the event the Proposer is found not to have performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth herein may be imposed by the EBO Office.

6.7.6 - Change Orders and Modifications. If the Department's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a S/M/WBE subcontractor listed at bid opening, the Contractor must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

6.8 - S/M/WBE Substitutions

6.8.1 - After Contract award, the Contractor will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Contractor will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the Department's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid.

6.8.2 - All requests for modifications or substitutions shall be submitted to the Department's Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Contractor shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution. A detailed quote or bid may be attached with a properly executed Schedule 2.

6.9 - EBO Program Compliance- Penalties

6.9.1 - Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the Department's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of Palm Beach County contracts. All Proposers are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Proposer in its Proposal, which utilization plan forms a part of any resulting Contract.

6.9.2 - The Director of the OEBO or designee may require such reports, information, and documentation from the Proposer as are reasonably necessary to determine compliance with the EBO Ordinance requirements.

6.9.2.1 - Proposer shall correct all noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the Department.

6.9.2.2 - If the Contractor does not resolve the non-compliance within fifteen (15) calendar days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the Department regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any

or all of the following penalties on the non-complying party any or all of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of Contract based upon a material breach of Contract pertaining to EBO Program compliance;
- Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the Department for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

7. INCENTIVES

Apprentice Incentive

Palm Beach County offers an Apprentice Incentive payment to a contractor who actually expends a minimum of $25,000 (including subcontractors) in payroll costs on apprentice wages. For purposes of this section, "apprentice" means any person who is participating in a Florida Department of Education registered apprenticeship program. The Living Wage provisions of this Contract shall not be diminished by paying an apprentice less than the Living Wage.

Upon completion of the Contract, Contractor may apply for the payment which will be added to the Contract by change order. If the County determines that the Contractor complied with the requirements of this section, it will reimburse the contractor 20% of its apprentice wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of $100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

For projects with construction costs of $20,000,000 or greater, the threshold amount of expenditures for apprentices which must be paid to qualify for the incentive shall increase to $50,000 and the maximum reimbursement payment to $200,000.

To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Contractor) must provide the following documentation: apprentice name(s), contact information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the project, registered trade, and certified payroll for the apprentice hours worked on the project.

The Contractor is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

Glades Resident Incentive

Palm Beach County offers an incentive Payment to any contractor (and subcontractors) who hires a new employee that is a resident of the Glades area for work on County contracts ("Glades Employee"). For purposes of this section, "resident of the Glades area" means any person whose legal residence is located in the Glades area as defined in the Palm Beach County Local Preference Ordinance.

To be eligible for the Incentive Payment, the employee must be a full-time employee of the Contractor for a minimum of 3 weeks on this project and cannot have worked for the Contractor claiming the Glades Employee as a new hire for 90 days prior to this project. Within 5 days of the Contractor hiring and the Glades Employee reporting to work at the project site, Contractor must provide the following documentation ("Hiring Certification"): Glades Employee name, contact information including legal residence, copy of driver's license or other proof of residence, hire date, start date at project site, and trade. Both the Glades Employee and employer must sign the Hiring Certification with signatures notarized.

The County has the right, but not the obligation, to conduct unannounced field interviews with the Glades Employee to ensure compliance with the requirements of this Section.

Upon completion of the Contract, Contractor may apply for the Incentive Payment which will be added to the Contract by change order. The documentation ("Incentive Certification") required includes resubmitting of the Hiring Certification along with the employment end date or last day on the job site (whichever is earlier), a certified payroll for the hours worked on the project, and employee wages and benefits paid. The Incentive Certification must be signed by both the Glades Employee and employer with both signatures notarized. No markup will be allowed either by the General Contractor or a subcontractor.

If the County determines that the Contractor complied with the requirements of this section, it will reimburse the contractor 30% of the new employee(s) wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of $100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

A Contractor can only claim the Incentive Payment once for each Glades Employee within a rolling twelve (12) month period, but the incentive can be claimed across multiple County contracts.

It is a Contract requirement of the Contractor that any reimbursement requested by a subcontractor under this Section be processed by the Contractor to the County for review.

8. ANNUAL CONSTRUCTION CONTRACT ON A TASK WORK ORDER BASIS

See Special Provisions for Method of Ordering Work (SP-10) and Annual construction Contract intent and spending limits (pages SP-11, C-1).

SPECIAL PROVISIONS

1. COMMERCIAL NON-DISCRIMINATION: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Contractor warrants and represent that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

The Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy described in Resolution 2017-1770, as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Contractor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include this commercial non-discrimination clause.

2. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Department contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

3. PUBLIC ENTITY CRIMES: In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit Bids, Contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Twenty five Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

As provided in F.S. 287.132-133, 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).

The Contractor, Contractor's employees, or subcontractors of Contractor and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the Department.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. Department staff representing the Department will contact the Contractor(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the Department. If the Contractor or its subcontractor(s) terminates an employee who has been issued a badge, the Contractor must notify the Department within two (2) hours. At the time of termination, the Contractor shall retrieve the badge and shall return it to the Department in a timely manner.

The Department reserves the right to suspend the Contractor if the Contractor 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the Department regarding a terminated Contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

4. CHAPTER 119, F.S. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.070 I, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the Department as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Contractor is specifically required to:

1. Keep and maintain public records required by the Department to perform services as provided under this Contract.

2. Upon request from the Department's Custodian of Public Records, provide the Department 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 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.

4. Upon completion of the Contract the Contractor shall transfer, at no cost to the Department, all public records in possession of the Contractor unless notified by the Department's representative/liaison, on behalf of the Department's Custodian of Public Records, to keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department 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 by the Contractor must be provided to the Department, upon request of the Department's Custodian of Public Records, in a format that is compatible with the information technology systems of the Department, at no cost to the Department.

Failure of the Contractor to comply with the requirements of this Article shall be a material breach of this Contract. The Department shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of State law applicable to public records not specifically set forth herein.

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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Records Request, Palm Beach County Public Affairs Dept.
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
Or by Telephone at: 561-355-6680

5. SUBLETTING OR ASSIGNING CONTRACTS: All awards will be made with the understanding that the Work awarded will be performed by the Contractor to whom the award is made, with the assistance of workers, under the Contractor's immediate supervision, and the Contract shall not be sublet, conveyed, transferred or assigned to another Contractor except with the consent of the Department. In no event will the Contractor be released from responsibility. Contractor shall perform not less than 40% of the total Contract amount with its own organization.

6. THE USE OF PATENTED PROCESSES, ETC.: The basis on which a Contract will be awarded will be the bid prices. Prices shall include all charges for the use of patent processes, Materials or methods, and for all other similar incidental charges not expressly provided for in these Contract Documents.

7. NON-COLLUSION: Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same Materials, services, supplies, or Equipment and is in all respects fair and without collusion or fraud. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of Materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

8. CONFLICT OF INTEREST: The award is subject to the provisions of the applicable Federal laws, rules and regulations, the Florida Statutes and the Department's ordinances and resolutions. All Bidders must disclose with their Bid the name of any officer, director, or agent of their firm who is also an employee of the Department.

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Contractor further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Contractor shall promptly notify the Department's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the Department as to whether the association, interest or circumstance would, in the opinion of the Department, constitute a conflict of interest if entered into by the Contractor. The Department agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Department, the prospective business association, interest or circumstance would not constitute

a conflict of interest by the Contractor, the Department shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Department by the Contractor under the terms of this Contract.

Further, all Bidders must disclose the name of any Department employee who owns, directly or indirectly, an interest of ten percent or more in the Bidder's firm or any of its branches.

9. REGULATED SUBSTANCE USE REQUIREMENTS

"Best Management Practices" for the Construction Industry

A. The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may post particular problems for the handling 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 Regulated Substances shall have constructed below it an impervious containment system constructed of Materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

C. Each contractor shall familiarize themselves 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 a release.

D. Upon completion of construction, all unused and waste Regulated Substance 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.

10. UNIT PRICES: The Contractor is advised that the Contract is a unit price contract. As such, the Bidder shall include all labor, Materials, transportation, Equipment, fuel, and all other items necessary to complete the item of Work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

The Contractor shall also comply with to Section 9-3.1 in relation to unit prices.

11. CONTINGENT ITEMS: The Contractor shall not use contingent items to meet the EBO goal(s) participation for the Contract. The SBE and M/WBE participation goals established for the Contract, as specified in the Instructions to Bidders, shall include all pay items for the project,

less the contingency items. The use of contingent pay items shall only increase the SBE and M/WBE participation of the Contract, over and above the required goals achieved by use of regular pay items.

12. DAILY REPORTS: The Contractor shall keep daily reports of all personnel and Equipment on the project for review by the Department for the entire Contract Time.

13. UTILITIES CONTACTS: Potential utility conflicts may vary with each Work site. Prior to commencing Work, the Contractor shall visit the Work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures. Contractor shall contact the utility owners to arrange for protection or adjustment of utilities as provided in Section 7.

The Contractor shall notify all utilities servicing the Work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-4770** to schedule marking locations of the utilities which subscribe to their service. The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility locations.

The Contractor shall properly maintain and protect all utilities. The Contractor shall be responsible for the cost to repair all damages to utilities caused by his operations.

The Contractor shall fully cooperate at all times with the Owners of Utility Companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

When utility installation/adjustments are included as part of the Proposal, all utility companies (including Palm Beach County Water Utilities Dept.) reserve the right to accept or reject Bid items on their part of Work and perform their Work by their forces or other contracted forces.

14. MAINTENANCE OF TRAFFIC: Maintenance of Traffic (MOT) including Pedestrian MOT shall be incidental to the pay items. If the Contractor and/or its subcontractors do not perform the MOT and do not install and maintain those items covered under MOT according to the requirements of the standards, then Palm Beach County reserves the right to reduce said item based on the pro rata performance as determined by the Department on each payment application or $1,000.00 per day, whichever is greater.

The Contractor shall assure compliance with FDOT Index 600 of the current Roadway and Traffic Design Standards. All references to "determinations by engineer" will be the responsibility of the Contractor, and shall be brought to the attention of the Department prior to implementation. The cost of complying with the stated standards shall be incidental to the MOT pay item. The Contractor shall ensure that at no time will traffic (temporary or otherwise) be permitted over installed exfiltration trenches.

Pedestrian traffic must be maintained throughout the duration of construction unless otherwise indicated.

For any lane closures that extend into the peak hour(s) or any other lane closure time restriction presented in the Contract Documents, the Contractor may be charged up to $1,000.00 per lane per ½ hour.

Lights and flags are required on the first two warning signs in the series.

15. SCHOOL ZONE

During the first and last weeks of the school year, no Work may occur within a school zone.

16. PREMIUM FOR CONFLICT CONDITION: The pay item is included for use when conflicts are encountered:

"Premium for Conflict Condition" - when pay items for regular inlet/manhole structures are specified in the Proposal, and it becomes necessary to construct a 'conflict structure', the Contractor shall provide a unit price cost (premium) to cover the additional Work necessary to convert the regular inlet / manhole structure into a conflict structure.

The above item shall be paid for on an 'EACH' basis and shall include the cost of all labor, Materials, Equipment, fuel, transportation, and other items necessary to complete the Work.

17. METHOD OF ORDERING (WORK ORDERS): The Department(s) will issue Work Orders on an "as needed" basis. All terms and conditions of the Bid are applicable. The individual orders will specify the Work to be performed, its location, a not-to-exceed cost (based on the Contract unit prices), and a schedule for performance. The Contractor will be sent a Work Order for signature. Within five (5) Working Days of receipt, the Contractor shall sign and return the Work Order along with all applicable OEBO schedules. Then each Work Order will be executed (signed) by the authorized Department representative and notice to commence will be sent to the Contractor. If the Contractor fails to sign the Work Order within the required time, the Work Order will be signed by only the authorized Department representative and will serve as the fully executed Work Order and notice to commence will be sent to the Contractor. The Contractor's failure or refusal to sign a Work Order within five (5) Working Days does not prevent execution of the Work Order (which is solely by signature of the authorized Department representative), and all Work Orders must be performed upon notice to commence.

Upon completion of the Work Order task, the Contractor will submit an individual invoice, a copy of the original Work Order, the appropriately completed SBE-M/WBE participation forms referenced in Item 7 of the SBE-M/WBE Program section of this Contract, a Contractor's affidavit, and consent of Surety.

Contractor shall comply will all requirements in the Contract Documents for obtaining final payment. Final payment of a Work Order does not terminate the Contract or extinguish the Surety's obligations under the Contract.

The Contractor will receive progress payments based on submitted invoices. The payment amount will be based on the Work done and accepted. No retainage is withheld.

18. PROSECUTION OF THE WORK: The Contractor will be required to maintain within Palm Beach County, at all times while this Contract is in effect, the Equipment necessary to properly carry out the provisions of these Specifications. After receiving notice to commence with the Work for a particular project the Contractor shall commence promptly within five (5) Working Days and shall efficiently prosecute the Work with adequate personnel and Equipment until completion, within 30 Calendar Days, or as designated by the County Engineer or his duly appointed representative. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a Work Order basis and in the amounts shown in Section 8-10.2 of the Standard Specifications.

19. EXTENSION: This Contract expires thirty-six (36) months from the date of Board approval. Option for extension and other Contract deviations will only be exercised upon mutual written agreement through a Board approved Contract Amendment, while adhering to all other original terms, conditions and unit prices of the Contract.

20. AWARD: As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) on an item-by-item basis, Lot-by-Lot basis, all-or-none or any combination thereof. See General Provision 3-2.1.

21. ANNUAL CONSTRUCTION CONTRACT ON A TASK WORK ORDER BASIS: The intent of this Contract is to award a Contract to a Contractor(s) to perform Work on a Work task order basis. Work Task Orders shall be issued on an "as needed" basis. See Special Provisions for Method of Ordering Work. The line items in the Proposal pages are intended to set unit prices for the task Work Orders. No tasks are guaranteed as part of this Contract. The total value of Work Orders issued under this Contract shall not exceed the amount listed on page C-1 of this document, however, this may be increased by mutual agreement between the Contractor and Palm Beach County via a Contract Amendment.

22. PIPE CULVERTS

1. For pipe Culverts not within the scope of a FDOT Permit or Construction Agreement, proposed pipe material and size shall meet FDOT Specifications, but is limited to:

    - Reinforced Concrete
    - High Density Polyethylene except:
        - Not permitted under Thoroughfare Roadway pavement.
        - Not permitted under pavement of Roadways providing immediate access to coastal islands.
        - Not permitted within the confines of a mechanically stabilized earth (MSE) wall.
        - Not permitted in locations where failure would jeopardize buildings adjacent to the Right-of-Way.
        - The above restrictions include pipe locations taking into consideration the angle of repose of soil under any structure or the proposed pavement, including planned future widening.
    - A-2000 Polyvinyl-chloride, except:

- Not permitted where the pipe will be exposed to direct sunlight.
- Not permitted when the manufacture date of the pipe to be installed exceeds 2 years.

- Corrugated Polypropylene.

Corrugated metal pipe may only be used as the last segment of pipe before discharging into a lake or canal when called for on the Plans.

Pipe diameter must match or exceed sizes shown in Plans; equivalent larger size pipes may be required if proposed pipe n value exceeds 0.012. Contractor to supply the required certified testing and computations for pipe life (see FDOT Drainage Manual). All pipe Culverts provided must meet or exceed 100 year design service life.

2. For pipe Culverts within the scope of a FDOT Permit or Construction Agreement, proposed pipe material and size are limited to pipes approved by FDOT, except non-reinforced concrete pipe shall not be used. Pipe diameter must match or exceed sizes shown in Plans; equivalent larger size pipes may be required if proposed pipe n value exceeds 0.012. Contractor to supply the required certified testing and computations for pipe life (see FDOT Drainage Manual). All pipe Culverts provided must meet or exceed 100-year design service life.

23. PIPE CULVERTS (STORM SEWER PUMPING & CLEANING)

New Storm Sewer System

The Contractor is advised that this Contract includes "pumping-down" and "cleaning" of the new storm sewer system(s), as directed by the Engineer. The Contractor shall include the cost of all labor, Materials, Equipment, transportation, fuel and all other items necessary to complete the "pumping-down" and "cleaning" of the new system(s). The Contractor shall remove the water from the system(s) to allow for visual inspections for leaks, deficiencies and lamping. When directed by the Engineer, the Contractor shall make all the necessary repairs to the new storm sewer system(s)

Payment for this Work on the new storm sewer system(s) shall be incidental to the pay item, "Pipe Culvert (Storm)", L.F.

Existing Storm Sewer System

Also included as a pay item is "pumping-down" of the **"existing"** storm sewer system(s) (to the lake/canal outfall point, or as directed by the Engineer), and shall be paid on a lineal foot basis under the pay item(s):

"Storm Sewer Pumping" (Exist.) (24" or less),
"Storm Sewer Pumping" (Exist.) (>24" to 48"),
"Storm Sewer Pumping" (Exist.) (>48")

The item(s) shall also include all costs associated with the removal of the water from the system(s) for visual inspection of leaks, deficiencies and/or lamping.

"Cleaning" of the existing storm system(s) is included as a contingent pay item and the Work required under this item will be determined by the Engineer upon review of the system(s) after the pumping phase.

The "cleaning" of the existing storm sewer system(s) shall be paid on a lineal foot basis under the pay item(s):

"Storm Sewer Cleaning" (Exist.) (24" or less),
"Storm Sewer Cleaning" (Exist.) (>24"to 48"),
"Storm Sewer Cleaning" (Exist.) (>48")

At the semi-final inspection, the contractor shall temporarily plug the system(s) at structures, outfall, or as otherwise directed by the Engineer, and pump the water out of the system to below one third of the diameter of the pipe (from the invert), or as otherwise directed by the Engineer. The Contractor and the Engineer shall visually inspect the system(s) for leaks, deficiencies, and lamping problems. If leaks, deficiencies and/or lamping problems are discovered in the new pipe system(s), the contractor shall make corrective repairs, as required, in accordance with Article 5-10.2 of the General Provisions of this specification, at no additional cost to the Department. If leaks, deficiencies and/or lamping problems are discovered in the existing pipe system(s), the contractor shall notify the Engineer, and the Engineer shall determine if the Contractor should provide a cost proposal for the Work required to make the corrective repairs, in accordance with Article 5-10.2.

24. STORM SEWER SYSTEM PIPE PLUGS: The Contractor shall prepare, and submit to the Engineer for approval, a plan/sequence of the plug locations for pumping down the storm system(s) satisfactory to the Engineer. Upon completion of the storm pumping sequences, the Contractor shall notify the Engineer 24 hours prior to removing any of the temporary plugs for the Engineer to visually confirm/verify the removal of the pipe plug. Cost for the Plans and coordination of all the Work required for the above shall be incidental to the cost of the storm sewer items of Work.

25. FINAL PIPE INSPECTION: Upon completion of placement of concrete pavement or the placement of structural asphalt, but prior to placement of asphalt friction course, dewater installed pipe and provide the Engineer with a video recording schedule allowing for pipe videoing and reports to be completed and submitted to the Department and reviewed prior to continuation of pavement.
For pipe 48 inches or less in diameter, provide the Engineer a video DVD and report using low barrel distortion video Equipment with laser profile technology, non-contact video micrometer and associated software meeting the requirements outlined in Section 430-4.8.

The cost of the above Work shall be incidental to the related pay item for the pipe.

26. VIDEO REPORT: Provide a video report in accordance with Section 430-4.8.1. The cost of the above Work shall be incidental to the related pay item for the pipe.

27. LIMITS OF CONSTRUCTION: The Contractor shall confine the construction of the Roadway within the limits of the right of way unless the right of entry to adjacent properties has been acquired by the Department at the time of construction.

28. RESTORATION AGREEMENTS: Contractor is hereby notified that any construction performed within Restoration Agreement (RA) areas shall be restored to a condition similar or equal to that existing before such construction occurred, at no expense to the Department. Prior to disturbing the Restoration Agreement area, the Contractor shall stake the RA limits, locate/document all improvements within the area, and submit this information to the Department, prior to starting construction. Upon completion of the construction, the Engineer, together with the Contractor, shall conduct an inspection of the area to confirm that all improvements have been appropriately restored. Payment for all Work to complete the item shall be incidental to the cost of the Project.

29. GRAVITY WALL CONSTRUCTION: Unless otherwise directed, gravity walls are to be constructed from "inside" the Right of Way (no encroachment on private property). Any construction methods necessary to satisfy this requirement shall be incidental to the cost of the gravity wall.

30. IRRIGATION SYSTEM WITHIN RESTORATION AGREEMENT AREAS: The Contractor, prior to start of construction, shall obtain as-built information of the irrigation system(s) within restoration agreement areas, and catalogue related component information (manufacturer/part number/etc.) required to ensure appropriate replacement of the system and components. The as-built information shall be submitted to the Department, Construction Coordination Division, and upon completion of the construction, the Contractor shall restore the irrigation system and components to its original or better condition. Payment for all Work to complete the item shall be incidental to the cost of the Project.

31. COLOR TREATED AND STAMPED CONCRETE (5" THICK): The Contractor's attention is directed to the pay item for "Color Treated and Stamped Concrete", S.Y. This item which is proposed to be constructed in lieu of concrete traffic separators, as directed by the Engineer, consists of cast-in-place concrete (5") between Type "F" Curb and Gutter, having the surface colored with a color hardener (equivalent to the products supplied by Wm. D. Adeimy, Inc., 561/832-6305), and with the surface textured or imprinted with a pattern (as directed by the Engineer), and then sealed with a color seal. The Contractor is responsible for assuring the curbing is in no way discolored, damaged, marked, etc. by the application of the above.

Color Hardener:

- Apply the dry hardener when the bleed water disappears and the floating process will not disrupt the level of the surface.
- Normally apply the dry hardener evenly in two separate hakes, using two-thirds of the material for the first shake.
- Use wood floats or a power-troweling machine equipped with float blades to work the dry hardener completely and thoroughly into the surface after each application.
- After floating the final shakes, hand or machine trowel the surface to a flat, uniform finish and apply the specified texture. Apply antiquing release before imprinting with mat-type tools.

- Coverage requirements may vary according to intended use and color. 90lbs. per 100sq.ft. is considered the median range.

Curing:

- Use colored concrete sealer in the matching color to cure interior color hardened floors and exterior flat Work, that will receive regular maintenance and re-coating.
- Newly placed concrete should receive one thin finish coat of colored concrete sealer after placement and after the required curing time of 14-28 days has been reached. Before application of the finish coat, the moisture content of the concrete must be low enough so alkali and other salts do not become trapped beneath the coating, causing discoloration or clouding, thus the reason for the 14-28 day time frame.

The Work is to be performed on the job site by trained and experienced workers.

The pay item "Color Treated and Stamped Concrete", S.Y., includes all labor, Equipment, Materials, transportation, fuel and all other items incidental to or necessary for completing the Work.

The Contractor shall install a longitudinal 6" PVC (Schedule 80) pipe at stamped concrete areas, in accordance with the details for the "Irrigation Sleeves" (as detailed in the Special Provisions). This item shall be paid for under, "6" PVC Pipe (Schedule 80)", Lineal Feet, and shall include the cost of all labor, Materials, Equipment, fuel, transportation, and other items necessary to complete the Work.

32. ENGRAVING OF CURB FACE: The Contractor is hereby notified that the names of the roads shall be engraved on all quadrants of major intersections (two per quadrant), with four (4) inch high block letters, having a depth of one-half inch, and painted with a black finish. Locations shall be determined by the Engineer.

Samples of the engraving are available at the office of the Director, Construction Coordination Division, 2300 N. Jog Rd., Suite #3W-57, West Palm Beach, Florida, 33411-2745, Florida.

The cost for the pay item, "Engraving of Curb Face", EACH, shall include all labor, Equipment, Materials, transportation, fuel and all other items incidental to or necessary for completing the Work.

33. GUARDRAIL & SPECIAL SAFETY PIPE RAIL: At locations where sidewalks, walkways, bike paths or other media for bicycle and/or pedestrian traffic are within 4' of the back of the guardrail post, the contractor shall utilize "steel posts" and "special safety pipe rail" (2" diameter) as shown in FDOT INDEX 400.

Special note: Trinity Industries ET-plus system guardrails will not be allowed on Department Projects.

34. ADDITIONAL INSURED PARTIES: The Contractor performing the construction for Palm Beach County (County) shall be required to carry and furnish insurance coverage, in accordance

with General Provision Section 7-13, "Insurance Required", naming County as additional insured on the Certificate of Insurance Form(s), which shall reference the Project Limits and the Project Number, and shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents".

Where the limits of Work for this Department project impact the rights-of-way of other agencies (e.g., Florida Department of Transportation (FDOT); South Florida Water Management District (SFWMD); Lake Worth Drainage District (LWDD); and other agencies as applicable), said parties shall also be named as "ADDITIONAL INSURED", either on the same form or on separate forms.

The Contractor shall coordinate all Work within the rights-of-way and air rights-of-way, as they apply, through the Engineer. Also, the Contractor shall notify the County and the agencies, as required in the Contract Documents or within a reasonable time frame prior to the start of any Work within said Right-of-Way, to allow for appropriate accommodations by the agencies.

35. PERMIT COMPLETION CERTIFICATIONS: The Contractor is advised that this Contract includes completing and executing all Construction Completion/Construction Certifications as required by each permit included in the PER section of the Contract Documents.

The Contractor is responsible for retaining the services of a Professional Engineer, registered in the State of Florida and qualified in the field of the required Work, to inspect the Work related to Permit(s), and certify in accordance with the instructions of each permit.

The Contractor shall submit two (2) originals of the completed and executed form to the Department, along with the required "As-Built" information (to be obtained by the Contractor).

All costs associated with Permit Compliance Certifications, including obtaining and depicting "As-built" information are incidental to the Contract.

36. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S) COMPLIANCE: This Contract requires compliance with the N.P.D.E.S. General Permit. The "Florida Department of Environmental Protection Generic Permit For Stormwater Discharge from Large and Small Construction Activities", dated May 2003, which contains the description and requirements of the permit, is available at the following URL:

http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf

The MSWORD format of the Stormwater Pollution Prevention Plan (SWPPP) template is available at the following URL:

http://www.dep.state.fl.us/water/stormwater/npdes/SWPPP.htm

Notice of Intent and Notice of Termination forms are available on DEP's URL:

http://dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

The Contractor shall complete and submit the NOI and payment to DEP. If a SWPPP is not included in the Contract Plans, or the Contractor chooses to prepare his own SWPPP, the SWPPP template shall be utilized by the Contractor for developing the SWPPP for the project. Any SWPPP prepared by the Contractor shall be submitted to the Department at the Pre-Construction meeting for the project for approval by the Engineer.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

All costs associated with obtaining and complying with the provisions of this permit and to all federal, State and local storm water pollution prevention permits, rules, laws or ordinances, including the implementation of the S.W.P.P.P. for the project during construction are incidental to the Contract. Also included is the cost of all construction erosion and pollution control measures not covered under other specific pay items, the cost of performing and executing the joint inspection & maintenance reports (as shown in the SWPPP "Template"), and the execution of the Contractor Certification form of the Proposal pages. The Contractor Certification form must be signed and submitted with the Bid Proposal.

37. ADDITIONAL REPORTING

The Department requires Contractor to track during the Project, and report at the end of the Project, on the county of residence of Contractor's employees and its subcontractors' employees. Contractor agrees to prepare and provide the required report with its request for final payment.

THIS SPACE LEFT BLANK INTENTIONALLY

SPECIAL PROVISIONS

PALM BEACH COUNTY
CONTRACTOR'S FINAL REPORT
COUNTY OF RESIDENCE FOR EMPLOYEES

(to be submitted with Contractor's Application for Final Payment)

To: Palm Beach County Project Manager

From: Contractor Superintendent

Date:

Project Name:

Project Number:

In accordance with the Special Provisions of the Contract, Contractor reports the following:

Total number of employees of Contractor and subcontractors who worked for more than one day on the Project: _____

Number of employees of Contractor and subcontractors who reported their county of residence as Palm Beach County: _____

_____

Signed

38. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S) COMPLIANCE (CONTINUED):

SITE DESCRIPTION

Project Name and Location:	**Annual Pathway and Minor Construction Contract** Palm Beach County, Florida
Palm Beach County Project No.:	**2020055**
Owner Name and Address:	Board of County Commissioners, Palm Beach County Roadway Production Division 2300 N. Jog Road West Palm Beach, FL 33411
Work Description:	**Pathway and Minor Construction Contract**
Runoff Coefficient:	**0.9**
Site Area:	TBD
Site Map:	TBD

Sequence of Major Soil Disturbing Activities:

1. Paving
2. Drainage
3. Earthwork

Name of Receiving Bodies: TBD

39. DYNAMIC LOAD TEST SUPPORT: Dynamic Load Test Support shall include contractor furnishing of Equipment and personnel necessary for attachment of leads, supply power source, man-basket, shelter, and any other services necessary to provide support for the testing (reference FDOT Specifications Section 455-5.13). The Department will secure test lab services, including Pile Driver Analyzer (PDA), required for dynamic measurements during the driving of the test piles. All costs for Dynamic Load Test Support shall be incidental to the cost of test pile.

40. CONSTRUCTION IMPACTS TO BUS OPERATIONS: Public Works and private development construction activities often impact Palm Tran bus operations and bus stops. Timely communication and coordination with Palm Tran and other affected transit agencies during preliminary project.

Planning is essential in order to prevent potential conflicts. Contractors should make every effort to schedule their Work to minimize impacts and the duration of impacts to transit operations and riders.

Contractors should provide Palm Tran with the name and telephone contact of their construction managers prior to the commencement of all construction projects affecting bus stops or impacting bus routes.

- Contact Palm Tran for coordination and review requirements (561 841-4246, 561 841-4223, or 561 841-4224).
- Maintenance of rider access to and from bus stops during construction is desirable. This issue should be discussed at the Pre-Construction Meeting.
- All Work shall conform to the requirements of the Americans with Disabilities Act (ADA), including provisions for temporary access to and from bus stops.
- If necessary, the contractor shall work with Palm Tran to establish an approved temporary bus stop location.
- Contractor shall notify Palm Tran through Palm Beach County Construction Coordination Division at least 10 Working Days (2 weeks) in advance of the start of construction, modification of construction effort with transit impacts, and construction completion, so that Palm Tran can advise its riders.
- Contractor may not remove any bus stop signs, transit shelters, transit benches, or other related transit infrastructure without prior Palm Tran authorization. Contractor may be asked to remove existing bus stop signage or install temporary and permanent bus stop signage. Typically, Palm Tran will make arrangements to remove all other transit infrastructure. If Palm Tran does not remove their facilities in a timely manner, these facilities may become part of the clearing and grubbing.
- Contractor is responsible for construction of an approved ADA accessible access to and from bus stop boarding and alighting areas, when called for in the Plans.
- The cost for the above is incidental to the project.

41. RECORD DRAWINGS (ROADWAY): The Contractor shall note that this Contract includes preparation of "Record Drawings". By definition, "Record Drawings" shall be the electronic information which reflects the as-built conditions of the project recorded at or about the time of the "substantial completion" inspection. The as-built information and permitting forms shall be prepared and certified (i.e., signed and sealed) by a Professional Engineer or Land Surveyor licensed in the State of Florida, as required by the project.

The as-built information shall indicate (at a minimum) the following:

- All changes, additions or deletions to the original design documents.
- Centerline/baseline ties to section line(s) (including ties at P.C. & P.T.).
- Stations/elevations/offsets at P.C.'s, P.T.'s, P.I.'s, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (E.O.P.), top-of- curb and back-of-sidewalk, at locations shown on the Plans, at a minimum.

- At non-curb inlets show state plane coordinates, station/offset/elevation to the top-center of the grate.
- At curb inlets show the state plane coordinates, station/offset/elevation at E.O.P.
- At special and slotted structures - show the elevation(s), dimensions, and the invert of the weir; the bleeders/orifices; and pipe inverts.
- At outfalls, show the state plane coordinates, station/offset/invert/diameter of pipe, structure type and dimensions.
- The diameter, invert, shape, and material type of connecting pipes between all structures.
- For Irrigation Sleeves - show the state plane coordinates, station/offset/elevation for all end caps, and the invert elevation at the end cap.
- At lakes obtain cross sections at 50 foot intervals, or as otherwise directed by the Engineer (Top of Bank, Top of Slope, etc.).
- At bridges, show the low member elevation/station/offset.
- At end bents, show station/offset/elevation at two corners to ensure proper offset location.
- For "Begin and End" Bridge, indicate the stations/offsets/elevations at the respective points.
- All existing and proposed trees, show state plane coordinates, station/offset to the approximate center of the tree.
- All existing and proposed Irrigation wells and valve boxes, show state plane coordinates, station/offset to the top-center of the well and/or valve box.
- All existing and proposed pull boxes, show state plane coordinates, station/offset to the top-center of the box.
- All existing and proposed traffic control cabinets, show state plane coordinates, station/offset to the center of the box.

The above information shall be collected by survey, and the collected data shall be referenced on the Micro Station (.dgn) design file of the project (Micro Station (.dgn) is the only acceptable format). The electronic Micro Station (.dgn) files (and .pdf files of same) shall be submitted on three (3) CDs labeled with project information, one (1) set of black line Plans, and six (6) sets of signed & sealed black line Plans, boldly marked in large print **"RECORD DRAWINGS ROADWAY"**. PDF files shall be digitally or electronically signed and sealed in accordance with either F.A.C. 5J-17.062 or F.A.C. 61G15-23.

The above information shall be submitted to the Department (Director, Construction Coordination), for approval, prior to scheduling a final inspection.

The cost of the location survey, compilation/reproduction/conversion of electronic files, Plans, and other information necessary to satisfy the above, shall be incidental to the cost of the items of Work.

The Contractor shall review all permits for this project and the general/special conditions which may call for "Record-Drawings" for a specific agency. The Contractor is responsible to satisfy the permit requirements in accordance with that agency's policy, with the understanding that the cost for said "Record-Drawings", shall be paid in accordance with PER-1.

42. RECORD DRAWINGS and DOCUMENTS (BRIDGE):

The Contractor is advised that bridge structures are subject to FDOT load rating requirements and shall take all necessary steps to comply with these requirements. See FDOT Load Rating Manual (Topic No. 850-010-035) at https://www.fdot.gov/maintenance/loadrating.shtm.

RECORD DRAWINGS (BRIDGE):
The Contractor shall note that this Contract includes preparation of "Record Drawings". By definition, "Record Drawings" shall be the electronic information which reflects the as-built conditions of the project recorded at or about the time of the "substantial completion" inspection. The as-built information and permitting forms shall be prepared and certified (i.e., signed and sealed) by a Professional Engineer or Land Surveyor licensed in the State of Florida, as required by the project.

The as-built information shall indicate (at a minimum) the following:

- All changes, additions or deletions to the original design documents (including shop drawings).
- Centerline/baseline ties to section line(s) (including ties at P.C. & P.T.).
- Stations/elevations/offsets at P.C.'s, P.T.'s, P.I.'s, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (E.O.P.), top-of- curb and back-of-sidewalk, at locations shown on the Plans, at a minimum.
- At non-curb inlets show station/offset/elevation to the top-center of the grate.
- At curb inlets show the station/offset/elevation at E.O.P.
- At bridges, show the low member elevation/station/offset.
- At end bents, show station/offset/elevation at two corners to ensure proper offset location.
- For "Begin and End" Bridge, indicate the stations/offsets/elevations at the respective points.

The above information shall be collected by survey, and the collected data shall be referenced on the Micro Station (.dgn) design file of the project (Micro Station (.dgn) is the only acceptable format). The electronic Micro Station (.dgn) files (and .pdf files of same) shall be submitted on three (3) CDs labeled with project information, one (1) set of black line Plans, and six (6) sets of signed & sealed black line Plans, boldly marked in large print **"RECORD DRAWINGS BRIDGE"**.

The above information shall be submitted to the Department (Director, Construction Coordination), for approval, prior to scheduling a final inspection.

The cost of the location survey, compilation/reproduction/conversion of electronic files, Plans, and other information necessary to satisfy the above, shall be incidental to the cost of the items of Work.

The Contractor shall review all permits for this project and the general/special conditions which may call for "Record-Drawings" for a specific agency. The Contractor is responsible to satisfy the permit requirements in accordance with that agency's policy, with the understanding that the cost for said "Record-Drawings", shall be paid in accordance with PER-1.

DOCUMENTS (BRIDGE):

- **Schedule of Anticipated dates of Inspections:**
  In-Service Inspections and or Pre-Acceptance Inspection (before any new lanes are opened to traffic). The Schedule should be received within 60 days of the preconstruction meeting. The Department must receive a two week advance confirmation notice prior to the In-Service Inspections and or Pre-Acceptance Inspection.
- **As-Built Load Rating**
  If the bridge is built per plan, the As-built load rating is simply a signed and sealed load rating FDOT summary sheet stating that there was no change during construction that would affect the load rating.
- **Pile Driving Records**
- **In-Service Inspection**
  The Structures Maintenance In-Service Inspection is conducted prior to any new lanes opening to public traffic. Note that for phased construction, there will be multiple in-service inspections required. The intent of this inspection is to verify the bridge is safe for public traffic in accordance with **FHWA** instructions **Q303-7**

43. LOCAL GOVERNMENT PROMPT PAYMENT ACT: In accordance with the Local Government Prompt Payment Act (F.S. 218.70, *et seq*), the Contractor is hereby notified of the following:

1. The Contractor will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the Department. For a pay request to be deemed acceptable, the Contractor must provide the following:

   Pay Request No. 1
   - OEBO Schedule 3
   - Certification of Compliance with the Living Wage Ordinance

   Pay Request No. 2 and all others following, but not including the Final
   - OEBO Schedule 3
   - OEBO Schedule 4
   - Disbursement of Previous Periodic Payments to Subcontractors
   - Certification of Compliance with the Living Wage Ordinance

   Final Pay Request
   - OEBO Schedule 3
   - OEBO Schedule 4
   - Disbursement of Previous Periodic Payments to Subcontractors
   - Disbursement of Final Payment to Subcontractors
   - Form 1
   - Form 2 including Bonding Affidavit
   - Record of Construction Materials Affidavit
   - Certification of Compliance with the Living Wage Ordinance

- Equal Business Opportunity (EBO) Final Participation Form
- Release and Concurrence of Final Payment Amount
- Form of Guarantee

2. A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. The Punch List shall be developed as a result of a joint inspection of the Work, conducted within 30 Calendar Days after reaching substantial completion, by the Contractor, together with the Department, with all unsatisfactory Work listed on the Punch List. The Punch List shall be provided to the Contractor within 5 Working Days of the joint inspection.

3. If the pay request and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Department's instructions. Otherwise, the Contractor shall prepare and submit to Department an invoice in accordance with the estimate, as approved. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and the Department, Contractor shall, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In place of the County Engineer, the Deputy County Engineer may conduct the meeting and review. Such meeting and review shall occur within forty-five (45) Working Days of receipt by the Department of Contractor's written demand. The County Engineer, or Deputy County Engineer, shall issue a written decision on the dispute within fifteen (15) Working Days of such meeting. This decision shall be deemed the Department's final decision for the purposes of the Local Government Prompt Payment Act.

   Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the Contractor's receipt of payment from the Department, pursuant to Section 218.70 et seq., Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

44. BASIS OF PAYMENT: Payment will be based on field measured quantities. No additional payment will be made for any Work which exceeds that called for in the Contract Documents.

45. CLEARING AND GRUBBING: The Contractor is required to notify the owner of any fences, irrigation systems, etc., that lie within the Right-of-Way, to give them the courtesy to remove them before construction. The Contractor shall replace fences, shrubbery, sod, etc., within the limits of construction and outside the Right-of-Way to their original condition, unless otherwise directed by the Engineer. Cost of which is incidental to construction. All Work associated with the re-establishment and/or temporary relocation of mailboxes shall be done in accordance with Index no. 532 of the current F.D.O.T. Roadway and Traffic Design Standards. Specific attention should be directed to coordination with the local postmaster. Payment for all Work required to establish each mailbox in the temporary and/or final location, including any material required to construct the mailbox to current standards, shall be included in the cost of clearing and grubbing, unless the Contract includes a pay item for the Work.

46. SUBSOIL EXCAVATION: Where muck, rock, clay, or other material within the limits of the Roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the Plans as the removal limits, of ±0.2 feet in depth and ±6 inches (each side) in width. Final payment for the Subsoil Excavation, C.Y. will be based on initial and final cross sections, and signed & sealed quantity computations which are to be prepared by a Professional Land Surveyor or Professional Engineer licensed in the State of Florida, and submitted to the Department for acceptance. Initial cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. When the excavation of unsuitable material is completed to satisfy field conditions, and verified as such by the Engineer, final cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. The cross sections shall show elevations at the appropriate break points and shall be plotted. Quantity computations shall be prepared (using the Average End Area Method), and submitted to the Engineer for acceptance. The Contractor is advised that no compensation will be made for excavation below the depth required to satisfactorily remove the unsuitable material. The cost for the cross sections and computations shall be incidental to the pay item, Subsoil Excavation, C.Y. Subsoil Excavation, C.Y., shall include the cost of embankment to replace the excavated subsoil, labor, Materials, Equipment, fuel, transportation and other related Work to complete the pay item.

47. EMBANKMENT: The quantity will be at the plan quantity compacted in place. Where payment for embankment is not to be included in the payment for the excavation, and is to be paid for on a cubic yard basis for the item of Embankment, the plan quantities to be paid for will be calculated by the method of average end areas unless the Engineer determines that another method of calculation will provide a more accurate result. The measurement will include only material actually placed above the original ground line, within the lines and grades indicated in the Plans or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment, and no allowance will be made for subsidence of material below the surface of the original ground. In no case will payment be made for material allowed to run out of the embankment on a flatter slope than indicated on the cross-section. The Contractor shall make his own estimate on the volume of material actually required to obtain the compacted in-place pay section.

48. RESETTING FENCE: The quantities to be paid for under this item shall be the length in feet of reset fence including gates. The quantity of removed and reset fence determined, as provide above, shall be paid for at the Contract unit price per linear foot for removed and reset fence. The item includes the cost of removing and resetting any existing gates. The above price and payment shall be full compensation for all the Work specified in this Section, including furnishing all the required new hardware, additional posts and replacement of any material damaged by the Contractor.

49. PRICE/DELIVERY/ACCEPTANCE: Price quoted must be the price for new merchandise and free from defects. Any Bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the Bid Specifications.

Deliveries of all items shall be made as soon as possible. **Deliveries resulting from this Bid are to be made during the normal working hours of the Department**. Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the Bidder, to whom the order or Contract is awarded, fail to deliver on or before his/her stated date, the Department reserves the right to **CANCEL** the order or Contract and make the purchase elsewhere. The successful Bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items will not be considered "accepted" until authorized agent for the Department has, by inspection or test of such items, determined that they fully comply with Specifications.

The Board of County Commissioners may return, for full credit, any item(s) received which fail to meet the Department's performance standards.

50. E-VERIFY: The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

51. COUNTERPARTS: This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The Department may execute the Contract through electronic or manual means. Contractor shall execute by manual means only, unless the Department provides otherwise.

52. BOND WAIVER PROGRAM: A Bid Bond is not required for bids of less than $50,000 and will be waived for all other bids of less than $200,000 if the Bidder is going to participate in the Bond Waiver Program, provided that the Bidder complies with Palm Beach County Resolution R89-1178 and with Palm Beach County Policies and Procedures relative to the Bond Waiver Program (CW-F-016). For bids with values between $50,000 and $200,000, the Bidder must complete an affidavit entitled "Intent to Participate in Bond Waiver Program Bid Affidavit" or provide a Bid Bond. Failure to provide a Bid Bond or complete and return this affidavit with the Bid shall result in rejection of the Bid. For all contracts less than $200,000, the Public Construction Bond will be waived as well, provided that the Bidder complies with Palm Beach County Resolution R89-1178 and with Palm Beach County Policies and Procedures relative to the Bond Waiver Program (CW-F-016). Copies of the requirements of the Bond Waiver Program (CW-F-016) can be found at the following website: http://discover.pbcgov.org/PDF/PPM/Index.pdf. The forms for the Bond Waiver Program can be found at http://discover.pbcgov.org/engineering/roadwayproduction/Pages/Bid-Documents.aspx.

SPECIAL PROVISIONS

INTENT TO PARTICIPATE IN BOND WAIVER PROGRAM
BID AFFIDAVIT

Project Number: _____

If the Contractor intends on participating in the Bond Waiver Program, this form must be completed in its entirety and returned with the Contractor's Bid.

FAILTURE TO COMPLETE THIS FORM OR INCLUDE A BID BOND FOR PROJECTS WITH VALUES BETWEEN $50,000 AND $200,000, SHALL RESULT IN REJECTION OF THE BID.

_____ (Bidder) hereby states that it intends on participating in the Bond Waiver Program as described in Palm Beach County Resolution R89-1178 and Palm Beach County Policies and Procedures.

_____
Contractor Signature

_____
Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____ *(name)*as _____ *(title)* for _____ _____ *(firm)*, on behalf of the *(choose one)* corporation / company / partnership, who is ☐ personally known to me or has produced _____(type of identification) as identification.

_____
Notary Signature

Notary Public, State of _____

(Stamp/Seal)

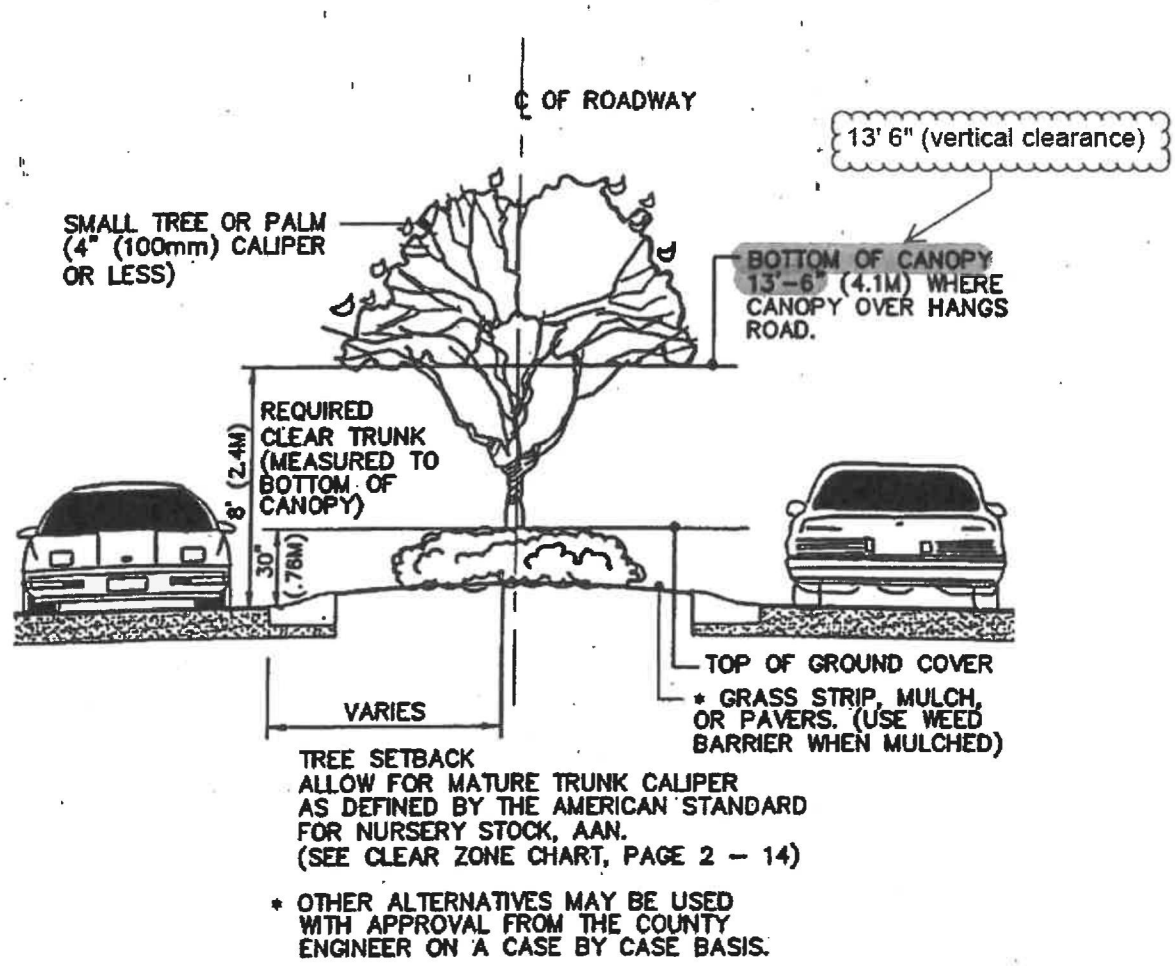
_____
Print Notary Name

Commission Number

My Commission Expires_____

53. PLANTING STANDARDS

Mountable Curb and Uncurbed Median within Safe Sight Distance Triangle

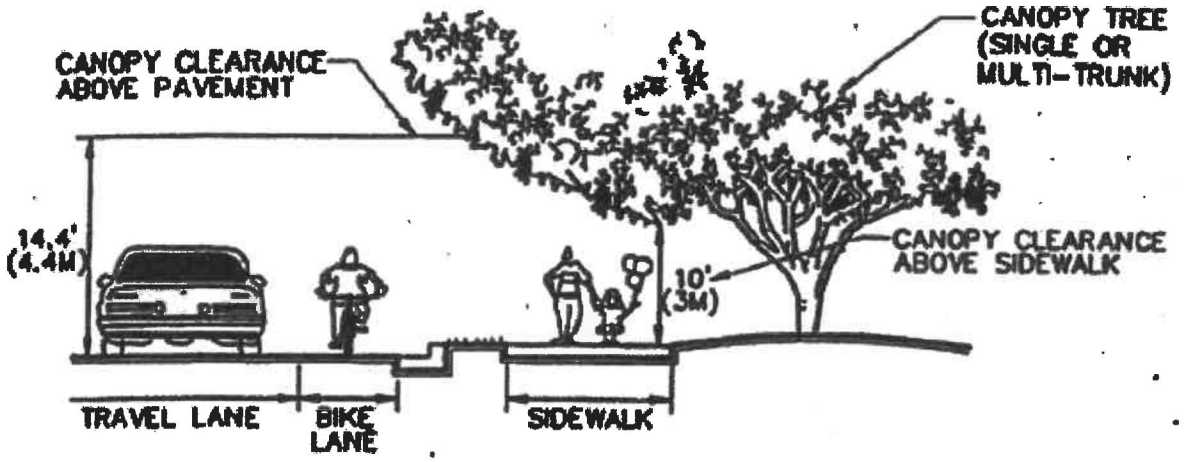


TYPICAL SECTION

Small trees and palms shall be used within mountable and uncurbed medians. Tree and palms that are 4" in caliper or less measured at 6" above grade shall be considered small and may be used within the medians. The plant material within these areas shall be maintained so that they do not overhang into the travel lane. Any portion of the tree that overhangs the travel lanes shall be maintained with a 13'-6" vertical clearance. Otherwise, no encroachment will be permitted.

Canopy Clearance for Sidewalks and Bicycle Paths
Sidewalks should be maintained free of all growth. The bottom limbs of trees overhanging the sidewalk should be at least 10' above the sidewalk.

When tree limbs extend over separate bike paths, they should be at least 10' above the bike path. When they extend over designated or undesignated bike lanes within the roadway, they must be at least 14.4' above the pavement (see below).



BIKE LANE SECTION

Roadside Clear Zone

The roadside clear zone is that area outside the traveled way, available for use by errant vehicles. Vehicles frequently leave the traveled way during avoidance maneuvers and due to loss of control by the drive or due to the collisions with other vehicles. The primary function of the clear zone is to allow space and time for the driver to regain control of vehicle and avoid or reduce the consequences of collision with roadside objects. This are4a also serves as an emergency refuge location for disabled vehicles.

The width of the clear zone should be as wide as it is practicable. The minimum permitted widths are given in the following table. These are minimum values only and should be increased whenever feasible.

In rural areas it is desirable and frequently economically feasible, to substantially increase the width of the clear zone. Where traffic volumes and speeds are high, the width should be increased. The clear zone on the outside of horizontal curves should be increased due to the high probability of vehicles leaving the Roadway at a high angle.

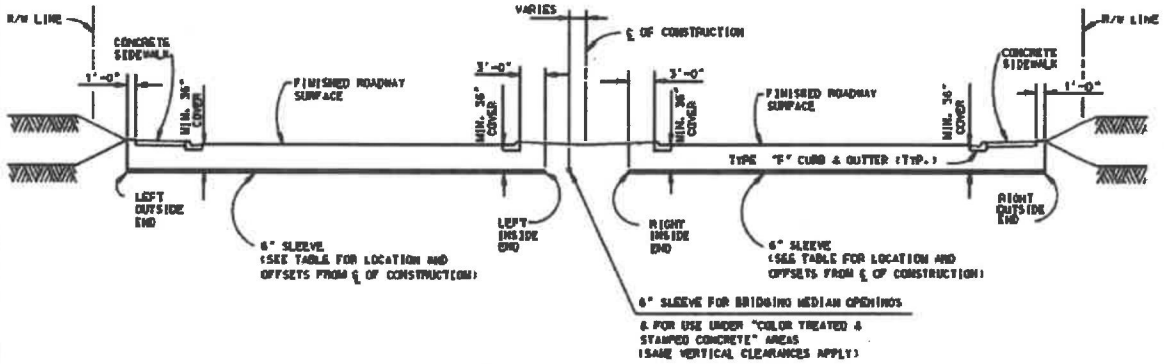
THIS SPACE LEFT BLANK INTENTIONALLY

Minimum Width of Clear Zone

Type of Facility	Design Speed or Posted Speed (whichever is greater)						
	30 mph	35 mph	40 mph	45 mph	50 mph	55 mph	60 mph and above
	Minimum Clear Zone						
Rural	6' Local 10' Collector 14' Arterials	6' Local 10' Collector 14' Arterials	10' Collectors 14' Arterials	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 24' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 30' Arterials and Collectors ADT ≥1500
Urban	4'	4'		4'	N/A	N/A	N/A

Urban Facilities clear zone is measured from face of curb (6" type D or F)
Rural Facilities Use rural for urban facilities when no curb and gutter is present. Measured from edge of through travel lane on rural section.
Curb and gutter not to be used on facilities with design speed > 45 mph.
ADT in the table above refers to design year ADT.

THIS SPACE LEFT BLANK INTENTIONALLY



DETAIL FOR INSTALLATION OF MEDIAN IRRIGATION SLEEVES FOR THOROUGHFARE ROADS

(NOT TO SCALE)

AS-BUILT CERTIFICATION FORM

P.B.C. # _____

STATION	OFFSETS FROM ℄ OF CONSTRUCTION FOR ENDS OF 6" SLEEVES						REMARKS
	LEFT OUTSIDE END	LEFT INSIDE END	LENGTH OF PIPE ON LEFT SIDE	RIGHT INSIDE END	RIGHT OUTSIDE END	LENGTH OF PIPE ON RIGHT SIDE	
SUB-TOTAL							
TOTAL PROJECT #							

GENERAL NOTES

1. ALL SLEEVES (LEFT & RIGHT) SHALL BE INSTALLED AT SAME ℄ STATION. UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. ALL SLEEVE ENDS ARE TO BE CAPPED.
3. ALL SLEEVE ENDS ARE TO BE MARKED AT THE TIME OF INSTALLATION WITH A 2"x4" WOODEN BOARD STANDING VERTICALLY FROM SLEEVE END TO 1' ABOVE FINISHED GROUND. EXPOSED WOODEN MARKER IS TO BE PAINTED ORANGE FOR FUTURE LOCATION PURPOSES.
4. SLEEVES ARE TO BE 6" P.V.C. SCHEDULE 80 PIPE BASED UPON F.D.O.T. SPECIFICATION SECTION 948. OR 6" BLACK HOT-DIPPED GALVANIZED STEEL PIPE WITH A MINIMUM WALL THICKNESS OF 0.280" BASED UPON A.S.T.M. STANDARD A53-84A.
5. BACKFILLING ABOVE SLEEVES SHALL BE PERFORMED ACCORDING TO F.D.O.T. SPECIFICATION SECTION 125-8.3 (BACKFILLING REQUIREMENTS FOR PIPE CULVERTS AND STORM SEWERS).
6. ALL STATIONS ARE APPROXIMATE. CONTRACTOR MUST CONTACT COUNTY ENGINEER PRIOR TO INSTALLATION TO DETERMINE EXACT LOCATION IN THE FIELD.
7. EACH SLEEVE END IS TO BE MARKED AT THE TIME OF INSTALLATION WITH A 3M ELECTRONIC MARKER (MODEL 1252) AND GPS STATE PLANE COORDINATES SHALL BE RECORDED.

PALM BEACH COUNTY · ENGINEERING AND PUBLIC WORKS · ROADWAY PRODUCTION

REVISED JANUARY 2008

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT
PALM BEACH COUNTY, FLORIDA
LIQUID ASPHALT CALCULATIONS

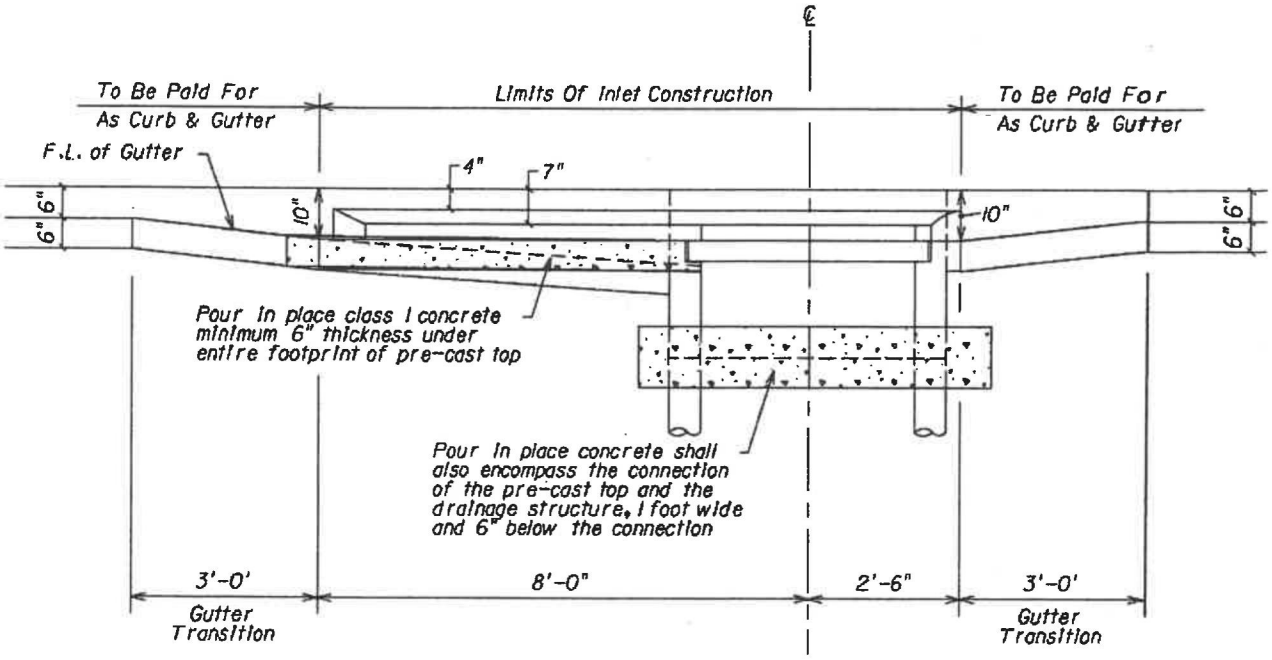
Estimate No: _____ Page No. _____ Status of: _____
Contractor: _____
Contract for: _____
Bid Index: _____

Month/Year	Tons	Pounds	*L.A. %	Weight of L.A.	Gal.	0.95% or 1.05% of Bid Index	Monthly Index	Difference (+ or -)	Change in Cost	Cumm.	Comm. Total
A	B	C	D	E	F	G	H	I	J	K	L
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00

LIQUID ASPHALT:
All bids for materials covered by the Proposal are to include required liquid bituminous materials and tack coats. No additional payment will be made for the liquid bituminous materials in the prime and tack coats. The Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt, to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received.
A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the liquid bituminous materials used in the Asphaltic Concrete Mixes included in this proposal exceed 5% (See General Provision Section 9-2.1.2 "Bituminous Material").

* NOTE: The L.A. % to be applied for Friction Courses is 6.5%.
For all other asphalt mixes the L.A. % shall be 6.25%.
This form shall be submitted to the Engineer on a monthly basis.

Rev 1/2008



INLET TYPE 5

(Curb Inlet Top Type 6 Symmetrical with Left Half)

SUPPLEMENTAL CONCRETE AT DRAINAGE STRUCTURE TOP DETAIL

REQUEST FOR INFORMATION

RESPONSE TO CONTRACTOR RFI'S:

July 1, 2020 & July 6, 2020
4:54 p.m. & 3:47 p.m.
Community Asphalt Corp.
Joel.acevedo@ohlna.com

QUESTIONS AND OR COMMENTS:

1. Page LW-2 has contract amount of $23,000,000, however Engineer's Estimate is $12,250,000. Please clarify.

2. What are the calendar days for this project?

3. What are the liquidated damages for this project?

RESPONSES:

1. Page LW-2 has been updated to show the contract amount of $25,000,000 to match that on page C-1. The contract amount is the maximum dollar amount of work orders that can be written under this contract without an Amendment.

   The Engineer's estimate is the cost expected if a work order were placed for the exact quantities shown on pages P-2A through P-7A.

2. See section 19 of the Special Provisions, page SP-8.

3. See Section 8-10 of the FDOT Standard Specifications per page SS-1.

July 6, 2020
9:10 a.m.
Florida Blacktop Inc.
reception@floridablacktopinc.com

QUESTIONS AND OR COMMENTS:

1. What are the licensing requirements for this job?

2. Please provide the annual expenditure.

3. Please provide historical pricing for the project.

RESPONSES:

1. Please see section 2-1 of the General Provisions. The contractor is required to comply with all Federal, State, and Local laws and rules.

2. The contract amount is $25,000,000 as shown on page C-1 and described in the answer above.

3. The current contract, Project #2017055 can be found online at http://discover.pbcgov.org/engineering/roadwayproduction/Pages/CCNA.aspx It is the third contract down in the right column.

July 7, 2020
6:35 a.m.
DP Development
rrichards@dpdevelopment.com

QUESTIONS AND OR COMMENTS:

1. HDPE Class I and Class II are included in the pay items. Please detail the differences between the two classes of pipe.

RESPONSES:

1. See FDOT Standard Specification 948-2.3.1 & 948-2.3.2 per page SS-1.

RESPONSE TO CONTRACTOR RFI'S:

July 7, 2020
4:11 p.m.
OHL / Community Asphalt
Joel.acevedo@ohlna.com

QUESTIONS AND OR COMMENTS:

1. Please provide the curb pad requirement.

RESPONSES:

1. See Palm Beach County Land Development Design Standards Manual, Tables 100.6 & 100.9 available at: (http://discover.pbcgov.org/engineering/LandDevelopment/Design-Standards.aspx) and also FDOT Standard Specifications (per page SS-1) Sections 520 and 520-4 with foundation material specified in Section 120-9.

July 9, 2020
1:25 p.m.
DP Development, LLC
rrichards@dpdevelopment.com

QUESTIONS AND OR COMMENTS:

1. Is the project going to be awarded to one contractor or will multiple contractors be selected?

RESPONSES:

1. See updated page GP-8, section 3-2.1.

REQUEST FOR INFORMATIO.

July 9, 2020
1:28 p.m.
Florida Blacktop, Inc.
reception@floridablacktopinc.com

QUESTIONS AND OR COMMENTS:

1. How much of a performance bond do you require?

RESPONSES:

1. See section 3-5 of the General Provisions for bond requirements and pages PCB-1 through PCB-4.

July 10, 2020
2:51 p.m.
DP Development, LLC
rrichards@dpdevelopment.com

QUESTIONS AND OR COMMENTS:

1. Is the bid bond for the $25,000,000 contract amount or the bid amount?

2. Will the County return the bid bond and use the public construction bond for the work orders?

3. Does the County intend to keep the entire bid bond for the entire three years?

RESPONSES:

1. The Bid Bond is required to be in the amount of 5% of the Bid amount. See General Provisions Section 2-7 and pages BB-1, BB-2, P10-A, and P-11A.

2. See General Provisions Sections 2-7 and 3-5, and pages BB-1,BB-2, P10-A, and P-11A.

3. See answer to previous question.

REQUEST FOR INFORMATION

July 14, 2020
11:52 a.m.
The Paving Lady, Inc.
john@pavinglady.com

QUESTIONS AND OR COMMENTS:

1. Is the 5% bid bond for the $25,000,000 contract amount?

2. What size purchase orders will be issued under this contract?

RESPONSES:

1. The Bid Bond is required to be in the amount of 5% of the Bid amount. See General Provisions Section 2-7 and pages BB-1, BB-2, P10-A, and P-11A.

2. There is no size limit to the work task orders under this contract. It is not possible to predict future work task order sizes. However, historically tasks have typically ranged from $2,000 to $200,000 with a couple as high as $500,000. Most past work task orders have fallen in the $25,000 to $75,000 range.

TECHNICAL SPECIAL PROVISIONS

OVERVIEW

The purpose and intent of this bid is to establish an Annual Pathway and Minor Construction Contract to include maintenance of traffic, hauling and disposal and all equipment, material, labor, etc., as needed to complete Work Orders for construction of bid items.

Work Orders are likely to include construction and/or resurfacing of pathways, construction of parking areas, speed humps, traffic separators, miscellaneous concrete works (inlets, manholes, curbing, etc.) and other minor construction projects required by various County Departments on an as needed basis.

All work will be done according to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction noted on page SS-1, as amended herein by Palm Beach County, as well as all other applicable FDOT, County and contract standards.

The Contractor should fully understand that the Board of County Commissioners does not, hereunder,contract to do any specific amount of work during the contract period.

The locations for the construction projects on which the material will be used will vary, and may be at any point within the boundaries of Palm Beach County. The Contractor will not be expected to operate his equipment or personnel beyond the limits of Palm Beach County under this contract.

The Contractor is advised that all non-contiguous work sites within the same park, subdivision and/or intersection, where individual work locations are separated by no more than 1000', or as directed by the Engineer, shall be considered one job-site. User Divisions/Departments are responsible for issuing a single work order for projects meeting the above conditions and the Contractor shall honor unit prices based upon the total work required.

DEFINITIONS

WEST DISTRICT: All areas of Palm Beach County west of 20 Mile Bend (Belle Glade)

EAST DISTRICT: All areas of Palm Beach County east of 20 Mile Bend

INSPECTIONS

The Department, from time to time, may appoint representatives to inspect equipment used under this contract, observe personnel employed, and the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge or relax the conditions of these specifications, approve or accept any portion of the completed work, issue instructions contrary to authority, reject defective equipment, report on inept personnel, nor suspend any work.

ASPHALT PATHWAY AND MINOR CONSTRUCTION

GENERAL

The work associated with this specification consist of both resurfacing existing and constructing new pathways, in accordance with the current FDOT Standard Specifications for Road and Bridge Construction as noted on page SS-1, and as amended herein by Palm Beach County.

The location of pathways will vary. The pathways may be placed in accordance with the attached typicals, at the right of way line or as shown on the plans for a specific project. All work shall be in conformance with the lines and grades so shown.

At the commencement of each project, the specifications presented to the Contractor will outline such amounts, locations and project duration as estimated by the Department.

For resurfacing projects, the work shall include conditioning of the existing base or surface, such as blading the grass back from the existing pavement edges and or sweeping if directed by the Department.

CONTROL OF WORK

SECTION I - STATE AND COUNTY JURISDICTION

1. Subgrade

Excavation for the placement of base material shall be made to the required depth and width. The material on which the base is to be placed, shall be compacted to a firm, even surface, true to grade and cross section, by means of watering, rolling or mechanical tamping.

2. Base Material

The base for asphalt pathways shall be a minimum of four (4) inches thick and compacted one foot wider than the proposed finished width of the pathway. The base shall be compacted to a

firm even surface, true to grade and cross section by means of watering, rolling or mechanical tamping.

The base material may consist of any acceptable base material as specified in this specification or that of the FDOT, as amended herein by Palm Beach County. The base will be constructed to the thickness indicated in these specifications regardless of the type of material used.

In the Glades area (West of 20 Mile Bend) the contractor may use local crushed rock (Limerock) with prior approval from the Department. In the Glades area the base shall be constructed twelve (12) inches thick. The price bid for this construction shall include excavation and disposal of the material.

3. Prime Material

The base shall be primed with material meeting the requirements of Section 300, FDOT specifications, and as amended herein by Palm Beach County. Prime material shall be applied to the base at the rate of 0.15 gallons per square yard.

4. Excavation and Embankment

Excavation and/or Embankment averaging 0.3 feet or more over a contiguous area exceeding 350 square yards, shall be calculated as to its cubic yard volume and paid at the bid price for Excavation or Embankment.

Payment for Excavation and or Embankment, based on the above criteria, is for any section under the asphalt or concrete construction, as measured from the bottom of the base material.

5. Asphalt

Prior to the laying of the asphaltic mixture, the base shall be cleaned of all loose and deleterious material to the satisfaction of the Engineer.

The design mix formula and mix stability for Asphaltic Concrete Surface Courses and Asphaltic Concrete Friction Courses delivered under this Contract shall conform to the General Provisions herein.

All bids for materials covered by the Proposal are to include required liquid bituminous materials and tack coats. No additional payment will be made for the liquid bituminous materials in the prime and tack coats.

The asphalt shall be placed to the width and depth as indicated on the typical section for the specific project or the attached typicals. The asphalt shall be compacted and finished with neat edges, true to line and grade.

Included in the cost of the asphalt used for overlays is an application of approved herbicide to all vegetation within the area to be overlayed 3 to 7 days prior to the placement of the asphalt.

SECTION II - METHOD OF MEASUREMENT

The Method of Measurement for the various items associated with the project shall be in accordance with the units indicated in the proposal.

BASIS OF PAYMENT

Payment will be made in accordance with the unit prices bid in the proposal. If the project is in excess of 2,500 linear feet in length the Contractor may request payment for portions of the pathway that have been constructed and found to be acceptable by the Department. Requests will only be considered on a monthly basis.

Pathway resurfacing, requiring tonnage asphalt, will be paid for by invoice tickets from the asphalt supplier received by the Department representative at the job site.

The unit price per ton or per square yard (SY) for asphalt items shall include the cost of furnishing all materials, including the asphalt and prime and/or tack coat; mixing, , transporting, placing and rolling; all labor and equipment necessary to complete the work, including clean-up and restoration, and all necessary maintenance of traffic.

CONCRETE PATHWAY AND MINOR CONSTRUCTION

SECTION I

The intent of this Annual Contract is to construct facilities such as traffic lanes, intersection modifications, turning and passing lanes, sidewalks and driveways and other miscellaneous repairs, modifications and new facilities all within a reasonably small area and as may be designated by the Department.

The work specified in these specifications shall be done according to Section 520, FDOT Standard Specifications for Road and Bridge Construction as noted on page SS-1, and as amended herein by Palm Beach County, except that paragraph 520.12.2 excavation payment, shall be paid as previously specified herein. All other items to be as stated and the units shall include the complete construction of the following: new concrete curb, curb and gutter Types D, E & F, and concrete traffic separator Types I, II, III IV & V, all according to 2013 FDOT Standards, and new concrete curb, curb and gutter per Palm Beach County Standards for 9" curb and gutter, driveway curb, mountable gutter and new driveways, generally to be constructed in conjunction with any of the above stated items; all to be measured and paid for on a linear foot or square yard basis, as the case may be, per the proposal section of this bid.

Removal items shall include all items similar to above concrete items that may be existing on the job site prior to commencing work and designated to be removed by the Department, and shall also include any such existing items that may consist of asphaltic materials, and/or materials other than concrete that are so designated to be removed by the Department. Removal items shall conform to Articles 110-7 and 110-11.3 of 2013 FDOT Standards, and as amended herein by Palm Beach County, and shall be measured and paid for on a similar basis as stated above.

The requirements for all Portland Cement concrete work shall be Class I (2500psi). The construction of Portland Cement concrete items shall be properly placed upon prepared base or existing surface course in accordance with the specifications and in conformity with the lines, grades, thickness and typical section shown on the plans as presented to the Contractor at the commencement of each job, all according to FDOT Standard Specifications for Road and Bridge Construction as noted on page SS-1, except as otherwise amended, and as amended herein by Palm Beach County, in such amounts to such locations and at such times as may be designated by the Department or appointed representative. This work shall include the conditioning of the existing base or surface, such as blading the grass back from existing pavement edges or sweeping if directed by the Department.

SECTION II

The intent of this section is to provide for the repair, rebuilding, modification and/or placement of new Curb Inlets, Closed Flume Inlets, Ditch Bottom Inlets, Shoulder Gutter Inlets and adjuncts thereto.

The work specified shall be according to Section 425 of the FDOT Standard Specifications for Road & Bridge Construction as noted on page SS-1, and as amended herein by Palm Beach County, except that the work shall consist of complete removal of all damaged concrete and

reinforcing steel in an existing structure, including tops, throat and curb areas, etc., and reconstructing the facility and adjuncts in place or by precasting and proper placement, all per FDOT Design Standards and Standard Specifications as noted on page SS-1 and as amended herein by Palm Beach County.

Contractor shall furnish, install and maintain proper signs, barricades and barriers at no cost to the Department. However, this will in no way absolve the Contractor from his legal responsibilities as stated herein.

Measurement and payment shall be per the contract unit price bid for each type of facility repaired and is to include all labor, equipment and material necessary to satisfactorily complete the work.

SPEED HUMP CONSTRUCTION

The following specifications apply to the construction of speed humps in accordance with Palm Beach County Standards:

1. Each end of the speed hump will be keyed in to a minimum of 2" deep and 4' wide.

2. Base material shall be any acceptable material normally used in road base construction and as approved by the Department.

3. Speed humps shall be surfaced with a minimum of 1" asphalt Type SI or SIII.

4. Price per square yard includes all materials, labor, equipment and incidentals necessary to construct speed humps.

GUARDRAIL & SPECIAL SAFETY PIPE RAIL

At locations where sidewalks, walkways, bike paths or other media for bicycle and/or pedestrian traffic are within 4' of the back of the steel guardrail post, the contractor shall utilize Pedestrian Safety Treatments as shown in FDOT INDEX 400.

STAMPED COLORED CONCRETE (5" THICK)

Attention is directed to the pay item for "Stamped Colored Concrete (5" Thick)", S.Y. This item may be constructed in lieu of concrete traffic separators, as directed by the Engineer. Stamped

Colored Concrete consists of cast-in-place concrete (5" Thick) between Type F Curb and Gutter, having the surface colored with a color hardener (equivalent to the products supplied by Wm. D. Adeimy, Inc., 561/832-6305), and with the surface textured or imprinted with a pattern (as directed by the Engineer), and then sealed with a color seal. The Contractor is responsible for assuring the curbing is in no way discolored, damaged, marked, etc. by the application of the above.

Color Hardener

1. Apply the dry hardener when the bleed water disappears and the floating process will not disrupt the level of the surface.

2. Normally apply the dry hardener evenly in two separate shakes, using two-thirds of the material for the first shake.

3. Use wood floats or a power-troweling machine equipped with float blades to work the dry hardener completely and thoroughly into the surface after each application.

4. After floating the final shakes, hand or machine trowel the surface to a flat, uniform finish and apply the specified texture. Apply antiquing release before imprinting with mat-type tools.

5. Coverage requirements may vary according to intended use and color. 90 lbs. per 100 sq. ft. is considered the median range.

Curing - Use colored concrete sealer in the matching color to cure interior color hardened floors and exterior flat work, that will receive regular maintenance and re-coating.

Newly placed concrete should receive one thin finish coat of colored concrete sealer after placement and after the required curing time of 14-28 days has been reached. Before application of the finish coat, the moisture content of the concrete must be low enough so alkali and other salts do not become trapped beneath the coating, causing discoloration or clouding, thus the reason for the 14-28 day time frame.

The work is to be performed on the job site by trained and experienced workers.

The pay item "Stamped Colored Concrete (5" Thick)", SY, includes all labor, equipment, materials, transportation, fuel maintenance of traffic, and all other items incidental to or necessary for completing the work.

The Contractor shall install a longitudinal 6" PVC (Schedule 80) pipe at Stamped Colored Concrete areas. This item shall be considered incidental to the Item, and shall include the cost of all labor, materials, equipment, fuel, transportation, and other items necessary to complete the work.

GRAVITY WALL CONSTRUCTION

Unless otherwise directed, gravity walls are to be constructed from "inside" the Right of Way (no encroachment on private property). Any construction methods necessary to satisfy this requirement shall be incidental to the pay item "Concrete Gravity Wall, CY"

A-2000 POLYVINYL CHLORIDE (PVC) PIPE (12 TO 48 INCHES)*

A-2000 PVC pipe has been reviewed and found acceptable for use on Palm Beach County roadway construction projects. Installation shall be in accordance with manufacturer's recommendations, FDOT Standard Specification 125 (Excavation for Structures and Pipe), 430 (Pipe Culverts and Storm Sewers) and 948 (Miscellaneous Type of Pipe), and as amended herein by Palm Beach County.

* When the pipe type is not specified in the pay items (Proposal pages) the Contractor shall notify the Engineer, in writing, and receive written approval prior to implementation.

STEEL BOLLARD

1. Steel Bollards shall be 6" diameter, Schedule 40 black steel pipe, completely filled with concrete.

2. Steel Bollards shall be a minimum 60" long, placed with a minimum of 36" above finished grade elevation and not less than 24" set below finished grade.

3. Steel Bollards shall be installed in a concrete foundation 24" x 24" x 24".

4. Steel Bollards shall be painted with two coats traffic yellow paint or covered with an appropriately sized, yellow, HDPE sleeve securely fastened to the bollard pipe.

5. Steel Bollards shall be paid per unit price bid for each bollard installed and accepted.

REMOVABLE BOLLARD

Removable Bollard System

1. Removable Bollard system shall consist of a painted, steel bollard post and a permanently set, galvanized steel ground sleeve with flush-closing, stainless steel lid and locking mechanism capable of securing the bollard post.

2. Removable Bollards shall be a minimum 6.62" OD mounted with a minimum of 36" above finished grade elevation.

3. Removable Bollard ground sleeves shall be installed in a concrete foundation as specified below.

4. Removable Bollards shall be Model RPL6, Round Post Lock Bollard system, manufactured by TrafficGuard Direct, Inc., P.O. Box 201, Geneva, IL 60134, or accepted equal.

Ground Sleeve Installation

1. Bollard ground sleeves shall be set in concrete with the mounting assembly flush with proposed grade surface.

2. Excavation for the concrete foundation shall be a minimum 24" diameter and 36" deep.

3. The bottom 12" shall be backfilled with #57 stone for drainage.

4. The bollard ground sleeve shall be placed in concrete for the remaining 24" depth. If the ground sleeve is shorter than 24", a properly sized PVC drain pipe shall be added to allow drainage to the rock below.

5. Removable Bollards shall be paid per unit price bid for each Removable Bollard system installed and accepted.

TREATED TIMBER PILINGS, PRE-STRESSED CONCRETE PILINGS

The intent of this section is to provide for the repair, reconstruction and/or initial placement of treated timber and pre-stressed concrete pilings.

Concurrent with issuance a work order for work that includes treated timber or pre-stressed concrete pilings, the Contractor will be provided signed and sealed plans, prepared by a Professional Engineer licensed in the State of Florida, containing detailed design information for construction of any of the above stated items.

All materials, labor and completed work shall be in accordance with Section 455 of the FDOT Standard Specifications for Structures Foundations and the design documents referenced herein.

Treated Timber and Pre-stressed Concrete Pilings shall be measured and paid per linear foot of piling furnished, installed and accepted by the Department. Unit price shall include, but is not limited to, all labor, equipment and materials, fasteners and cutting. Treated Timber Pilings shall include a maximum of 10% waste over and above installed material measured in the field.

Treated Timberguard™ Wood Piles (10")

The intent of this section is to provide for the repair, reconstruction and/or initial placement of 10" Treated Timberguard™ Wood Piles (or equal approved by the Department) submerged or partially submerged in fresh water wetland locations on plans or as designated by the Department.

10" Treated Timberguard™ Wood Piles shall be pressure treated wood pile material wrapped with a UV Resistant Polymer and shall meet the requirements of Timberguard™ style treated wood pile materials as manufactured by Crane Materials International, 4501 Circle 75 Parkway, Suite E-5370, Atlanta, GA 30339, or an equivalent approved by the Department. This approval shall be at the sole discretion of the Department.

Contractor will be provided signed and sealed plans, prepared by a Professional Engineer licensed in the State of Florida, containing detailed design information for construction. Design plans will be prepared using Timberguard™ to illustrate an acceptable product for the intended use.

Unless otherwise noted, 10" Treated Timberguard™ Wood Piles shall extend as far below the firm ground surface as pilings are exposed above the ground surface, except minimum piling penetration shall be 4' into ground and maximum piling penetration shall be 10' into ground. All nuts, bolts, and washers shall be hot dipped galvanized.

10" Treated Timberguard™ Wood Piles shall be measured and paid per linear foot furnished, installed and accepted by the Department. Unit price shall include, but is not limited to, all labor, equipment and materials, fasteners and cutting, and shall include a maximum of 10%

waste over and above installed material measured in the field.

TEMPORARY OR PERMANENT STEEL SHEET PILING

The intent of this section is to provide for the repair, reconstruction and/or initial placement of Temporary or Permanent Steel Sheet Pilings.

Piling material shall be PZ27 or equal.

All materials, labor and completed work shall be in accordance with Section 455 of the FDOT Standard Specifications for Structures Foundations and the design documents referenced herein.

Temporary or Permanent Sheet Piling shall be measured and paid per square foot of piling actually installed and accepted by the Department, including, but not limited to, all labor, equipment and materials, cutting, splicing, dynamic and static testing, adjustments resulting from testing, removal of temporary piling and restoration of the area.

DOUBLE RAIL WOOD FENCE

Double Rail Wood Fence Construction

1. Post: Wooden fence posts shall be #2 (or better) grade southern yellow pine lumber, pressure treated to a minimum of 0.60 LBS chemical per cubic foot.

   Each post shall consist of two (2) 3" x 6" x 6', S 3 S boards notched and nailed together with ten (10) #20 hot dipped galvanized nails. Nail location should be staggered from side to side.

   Posts shall have a 45° canted top. Refer to Double Rail Wood Fence Details for dimensions.

2. Rail: Rails shall be 4" x 4" x 10' southern yellow pine, S 4 S, pressure treated to a minimum of 0.60 lbs. chemical per cubic foot; notched 9" minimum as shown in Rail-End detail. Badly warped rails shall be rejected.

3. Installation: The completed fence post height after installation shall be 42" above existing common grade to the top of the post. This should provide 11" clearance from grade to the center of bottom rail, and 31" clearance to the center of the top rail.

After rails are inserted they shall be nailed at each end with one (1) #16 hot dipped galvanized common nail to provide continuous construction.

For installation of posts, clean soil (fill) shall be tamped around each fence post and any fill remaining from digging post hole shall be spread around fence area to provide a neat appearance when finished.

Double Rail Wood Fence Removal

The Contractor shall remove existing fence rails and posts from locations shown on plans or as directed. Unless otherwise required, the removed materials shall become the property of the Contractor and shall be removed and disposed properly.

If directed by the Department, removed materials shall be stockpiled on-site, at a designated location, for pickup by Department staff. Care shall be exercised in the removal of these items to minimize damage.

Double Rail Wood Fence Relocation

The Contractor shall remove existing fence rails and posts from locations shown on plans or as directed. Extreme care shall be exercised in the removal of these items to minimize damage. Contractor shall be responsible for replacing any materials damaged during removal.

The Contractor shall reconstruct Double Rail Wood Fence at locations shown on plans or as directed, using the original materials, supplemented by replacement materials when necessary.

Double Rail Wood Fence Construction, Removal and/or Relocation shall be measured and paid per linear foot of fence actually constructed, removed and/ or relocated and accepted by the Department.

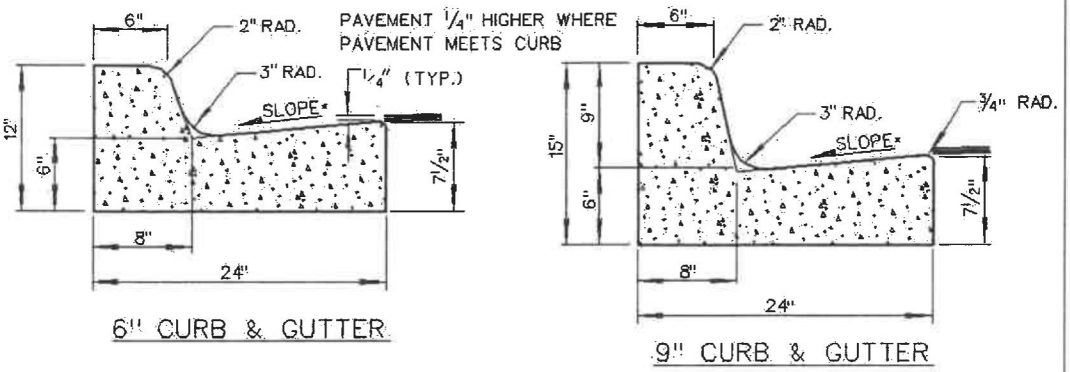
IPE BOARDWALK DECKING AND TOP RAIL

The intent of this section is to provide for the repair, reconstruction and/or initial placement of clear, solid wood IPE Boardwalk Decking and Top Rail.

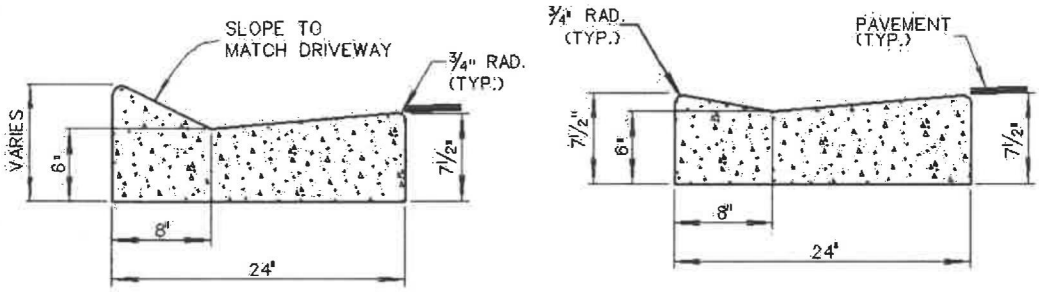
Boardwalk decking and top rail shall be constructed of the Tropical Hardwood IPE amarelo (*Tabebuia serratifolia*). IPE shall have a Fire-Spread Index of Class A. All material shall be approved by the Department prior to installation.

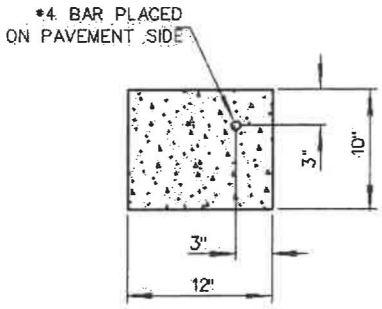
Ipe clear solid wood decking shall be fastened, crown side up, with #8 x 3" stainless steel "grabber" deck screws (with square recess drives), or equal approved by the Department, two per stringer (joist) location. Decking shall be pre-drilled for a flush screw set. Spacing between deck boards shall be the width of a 20d nail with a tolerance of 1/16" (+/-).

Ipe Boardwalk Decking and Top Rail shall be measured and paid per linear foot furnished, installed and accepted by the Department. Unit price installed shall include all labor, equipment and materials, fasteners, and cutting; and shall include a maximum of 10% waste over and above installed material measured in the field.

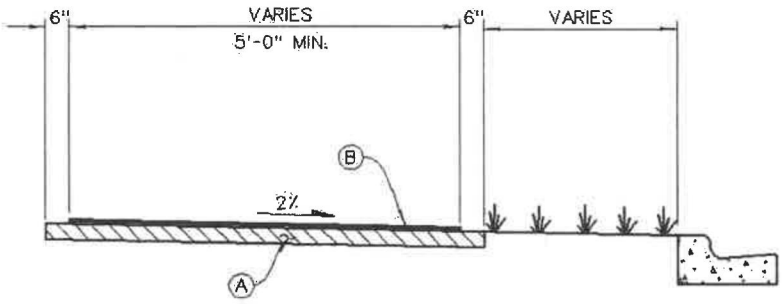


* NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS .





PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS ENGINEERING SERVICES DIVISION				PALM BEACH COUNTY STANDARDS TYPICAL ROAD SECTIONS CURBS & GUTTERS		DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:			
K.V.	06/04/03			APPROVED:	EFFECTIVE:	ACD-1
CHECKED BY:	DATE:					
M.A.S.	06/04/03			COUNTY ENGINEER	DATE	

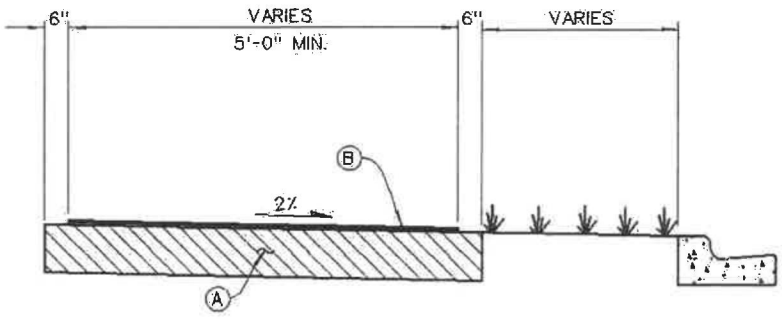


(A) 4" BASE

(B) 1¼" TYPE S-III ASPHALT SURFACE

NOTE: FOR THOSE AREAS WHERE CURBING DOES NOT EXIST, THE PATHWAY IS TO BE CONSTRUCTED TO MEET CLEAR ZONE REQUIREMENTS AS STATED IN TABLE 3-12 OF THE F.D.O.T. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (COMMONLY KNOWN AS THE "FLORIDA GREENBOOK"), LATEST EDITION.

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS ENGINEERING SERVICES DIVISION				PALM BEACH COUNTY STANDARDS COUNTY JURISDICTION EAST OF 20 MILE BEND	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		ACD-2
K.V.	06/04/03			APPROVED: EFFECTIVE:	
CHECKED BY:	DATE:				
M.A.S.	06/04/03			COUNTY ENGINEER DATE	

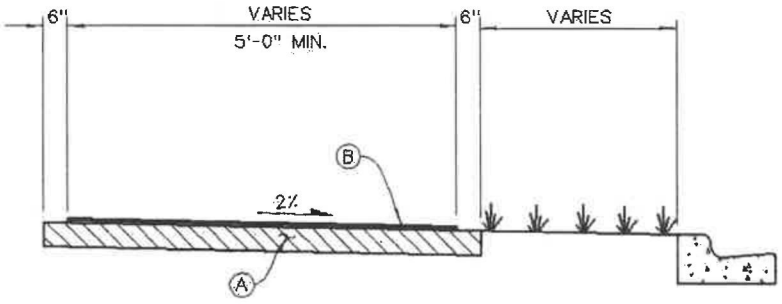


(A) 12" BASE

(B) 1¼" TYPE S-III ASPHALT SURFACE

NOTE: FOR THOSE AREAS WHERE CURBING DOES NOT EXIST, THE PATHWAY IS TO BE CONSTRUCTED TO MEET CLEAR ZONE REQUIREMENTS AS STATED IN TABLE 3-12 OF THE F.D.O.T. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (COMMONLY KNOWN AS THE "FLORIDA GREENBOOK"), LATEST EDITION.

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS ENGINEERING SERVICES DIVISION				PALM BEACH COUNTY STANDARDS COUNTY JURISDICTION WEST OF 20 MILE BEND		DRAWING NO. ACD-3
DRAWN BY:	DATE:	REVISED BY:	DATE:			
K.V.	06/04/03			APPROVED:	EFFECTIVE:	
CHECKED BY:	DATE:					
M.A.S.	06/04/03			COUNTY ENGINEER	DATE	

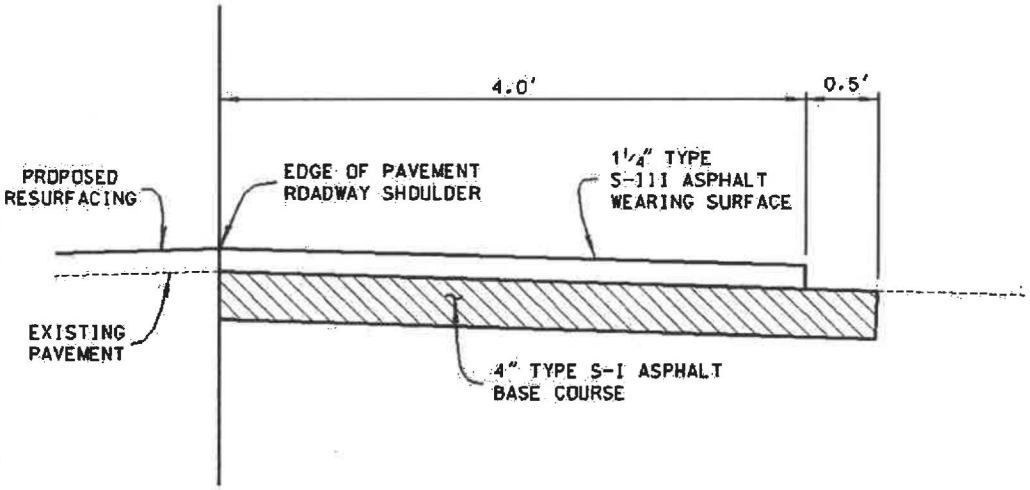


(A) 6" BASE

(B) 1¼" TYPE S-I ASPHALT SURFACE

NOTE: FOR THOSE AREAS WHERE CURBING DOES NOT EXIST, THE PATHWAY IS TO BE CONSTRUCTED TO MEET CLEAR ZONE REQUIREMENTS AS STATED IN TABLE 3-12 OF THE F.D.O.T. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (COMMONLY KNOWN AS THE "FLORIDA GREENBOOK"), LATEST EDITION.

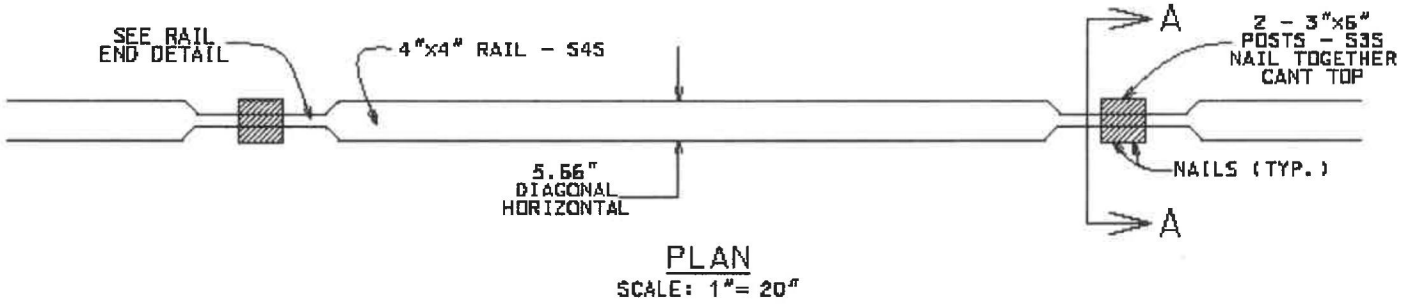
PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS ENGINEERING SERVICES DIVISION				PALM BEACH COUNTY STANDARDS STATE JURISDICTION	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		
K.V.	06/04/03			APPROVED: EFFECTIVE:	ACD-4
CHECKED BY:	DATE:				
M.A.S.	06/04/03			COUNTY ENGINEER DATE	



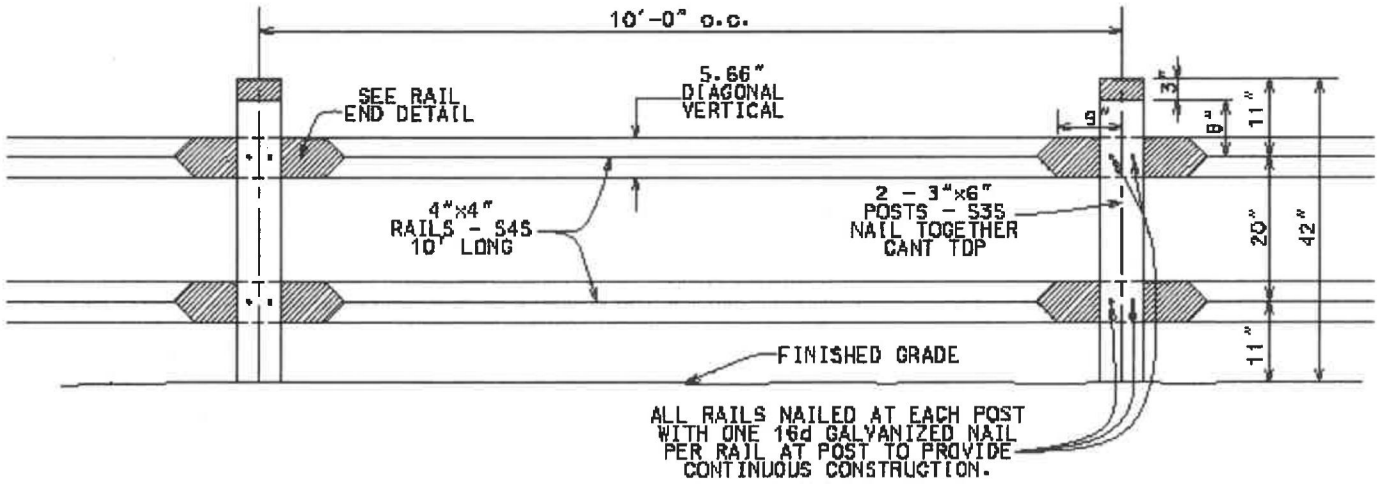
NOTE:

1. ASPHALT SHOULDER TO BE PAID FOR UNDER THE TONNAGE ITEM FOR THE WORK ORDER.
2. SHOULDER PREPARATION TO BE PAID FOR UNDER BOX OUT SHOULDER ITEM.

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS ENGINEERING SERVICES DIVISION				PALM BEACH COUNTY STANDARDS SHOULDER PREPARATION DETAIL	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		
K.V.	06/04/03			APPROVED: EFFECTIVE:	ACD-5
CHECKED BY:	DATE:			06-04-03	
M.A.S.	06/04/03			COUNTY ENGINEER	



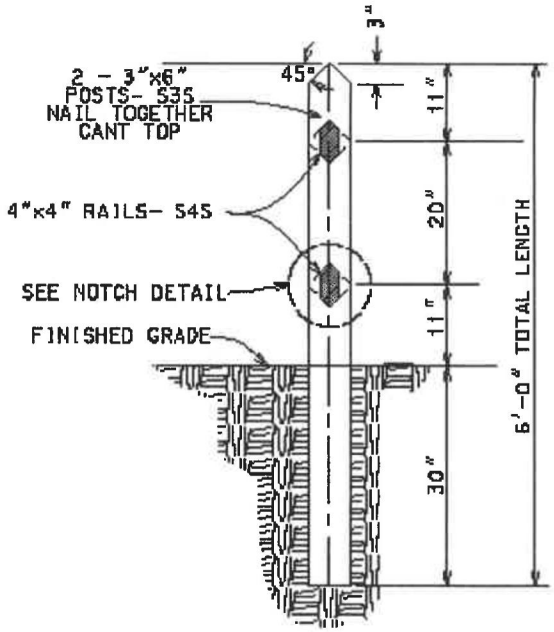
PLAN
SCALE: 1"= 20"



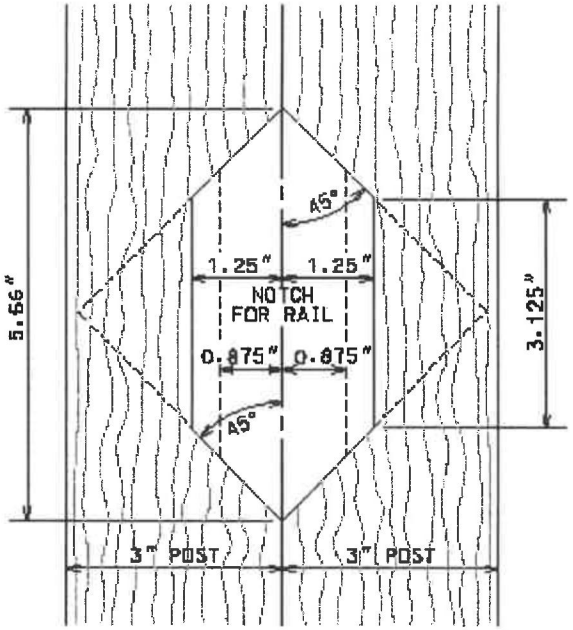
ELEVATION
SCALE: 1"= 20"

DOUBLE RAIL WOOD FENCE

Sheet 1 of 3



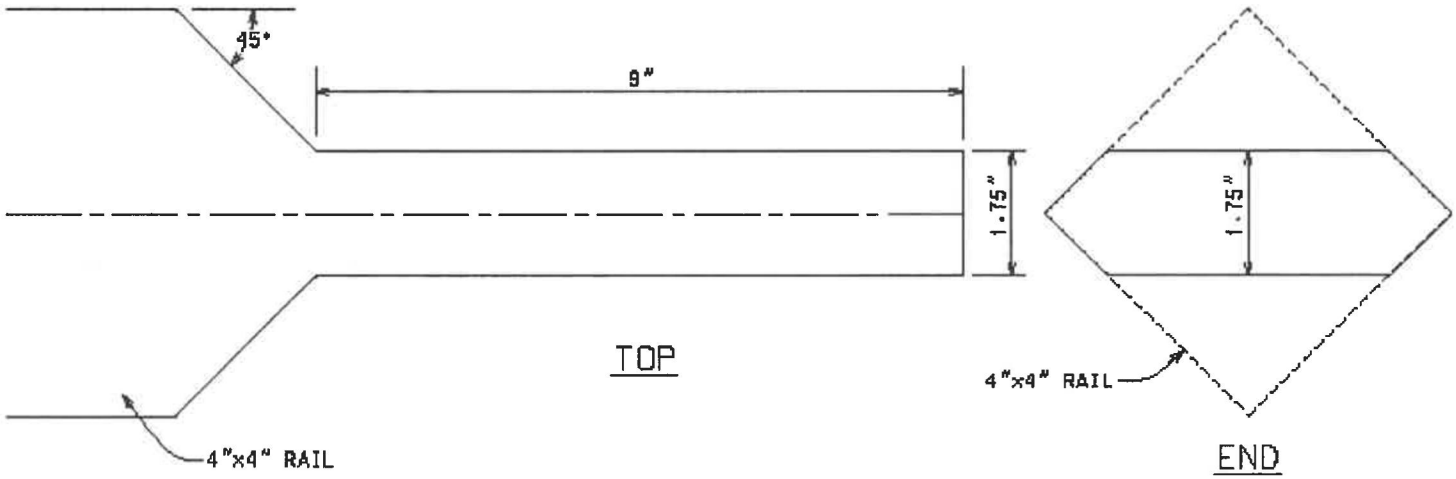
SECTION A-A
SCALE: 1"= 20"



NOTCH DETAIL
SCALE: 1"= 2"

TSP-20

DOUBLE RAIL WOOD FENCE



RAIL END DETAIL

SCALE: 1"= 2"

TSP-21

DOUBLE RAIL WOOD FENCE

SPECIFICATIONS FOR PAVEMENT TEXTURING

1.1 Pavement Texturing: Pavement Texturing comprises methods and products to imprint asphaltic concrete and treat the patterned surface to create the appearance of hand-laid decorative paving products. All products and techniques used during construction of Pavement Texturing shall be from a single manufacturer. The Contractor doing this work shall be certified by the manufacturer and acceptable to the County. Pavement Texturing methods and products shall be the "StreetBond™ Surfacing System", or accepted equal.

1.2 Surface Imprinting: The Contractor shall follow procedures detailed in the latest revision of the manufacturer's recommended procedures. The pattern shall be created in accordance with the design as specified by the County. Patterning shall begin once the asphalt has reached its final density and while there is still sufficient heat in the asphalt to permit imprinting. Patterning shall be achieved using steel rollers and/or vibratory plates and shall be of consistent depth.

1.3 Surfacing System: The Contractor shall apply the surfacing system as specified by the manufacturer. Pavement Texturing work shall not be conducted in temperatures below 45°F or when precipitation can be expected within 24 hours. Installation shall be in accordance with the latest revision of the manufacturer's recommended procedures. Pavement Texturing products shall be spray applied and broomed using a broom or brushes to cut in small areas where required. Once the pavement texturing products are fully dried an acceptable sealer concentrate will be applied as a curing membrane. The sealer concentrate shall be tinted using only resin products approved by the manufacturer, spray applied and broomed into the surface. Care shall be taken to ensure that the entire surface is covered, including the imprinted surfaces. Sufficient masking shall be used to ensure that the surfacing products are applied only where specified.

The County shall specify the number of applications of the surfacing system to be installed. Typical applications exposed to vehicular traffic shall receive a minimum of two applications of Colored Coating - Standard Formula. Colored Coating - Traffic Formula for the first layer, followed by at least one application of Colored Coating - Standard Formula, shall be used for installations where higher traffic loads are expected, or as directed by the County.

Table 1 Physical Properties

Surfacing System

Characteristic	*Test Specification*	*Standard Formula*	*Traffic formula*
Solids by Volume (%)	ASTM D-5201	53+/-3 %	62.8+/-2 %
Solids by Weight (%)	ASTM D-1351	75.5 +/- 2%	80 +/- 2%
Density (lbs./gal)	ASTM D-1475	14.6 +/- 0.2 (1.75 gr. / l)	15 +/- 0.2 (1.80 gr. / l)
Flash Point	ASTM D-3278	>200°F (93°C)	>200°F (93°C)
Percent Pigment (by weight including cement)	ASTM D-3723	62 +/- 2%	70 +/- 2%
Sheen (85)	ASTM D-523	< 3 @ 85°	< 3 @ 85°

Table 2 Physical Properties

Sealer Concentrate

Characteristics	*Test Specifications*	*Sealer Concentrate*
Solids by Volume (%)	ASTM D-5201	24 +/-2
Solids by Weight (%)	ASTM D-1353	27+/-2
Density (lbs./gal)	ASTM D-1475	8.59
Spec. Gravity	ASTM D-1475	1.03
Sheen (85°)	ASTM D-523	> 75 @ 85°
VOC Coating	ASTM D-3960	> 200
Flash Point	ASTM D-3278	> 200°F (93°C)

Table 3 Performance Properties:

Surfacing System

Characteristics	*Test Specifications*	*Min. Criteria Standard Formula*	*Min. Criteria Traffic Formula*
Tensile Strength (PSI)	ASTM D-412	>650 PSI	>650 PSI
Flexibility Mandrel (High)	ASTM D-1737	Pass 1" @ 70°F	Pass 1" @ 70°F
Flexibility Mandrel (Low)	ASTM D-1737	Pass 2" @ 0°F	Pass 2" @ 0°F
Dry Time (to re-coat)	ASTM D-711	20 Mins. - 4 Hrs.	20 Mins. - 4 Hrs.
Dry Time (for traffic) 75°F/30%RH	N/A	≥ 80% strength @ 6-8Hrs.	≥ 80% strength @ 6-8Hrs.
Taber Abrasion (H-10)	ASTM D-4060	< .18 g/1000 cycles	< .18 g/1000 cycles
Adhesion (PLI) To an Asphalt substrate	ASTM D-4640	Cohesive failure of asphalt prior to adhesive failure	Cohesive failure of asphalt prior to adhesive failure
QUV E	ASTM G-53	300 hours 2.35 CIE units	300 hours 2.35 CIE units
Hydrophobicity (3days)	ASTM D-570	< 12% wt. gain	< 12% wt. gain
Shore Hardness	ASTM D-2240	80 D	80 D
Temperature Limits for Service	Dry, cured material	-30°F to 160°F	-30°F to 160°F
Surface Build	N/A	10 – 15 mils. (1 application)	20 – 25 mils. (2 applications)

TABLE 1 (Test Specifications)

Characteristics	Significance	Test	Requirement
Tensile Strength	Durability, Toughness	ASTM D-412	Minimum PSI Value
Flexibility Mandrel	Resistance to cracking	ASTM D-1737	Pass Minimum Radius Bend
Dry Time	Re-coat time, Cure time for use	ASTM D-711	Maximum Value, Dependent on Temperature and Humidity
Taber Abrasion	Resistance to degradation, Resistance to effect of wear	ASTM D-4060	Maximum Weight Loss
Adhesion (PLI)	Wear resistance, resistance to effects of weather	ASTM D-4640	Pass Minimum Value
QUV @E	Resistance to effects of weather	ASTM G-53	Maximum Color Change @E
Hydrophobicity (3 days)	Resistance to effect of water, Resistance to freeze thaw when wet	ASTM D-570	Maximum Water Absorption when Soaked
Shore Hardness	Resistance to abrasion and degradation	ASTM D-2240	Minimum Shore Hardness
Temperature Limits for Service	Durability, wear resistance, cracking resistance	Dry, cured material	Maximum and Minimum Temperature Service Condition
Surface Build	Durability	N/A	Minimum Surface Build

adds durability and longevity to the StreetPrint™ surface.

StreetBond™ Standard Formula is available in ten standard colors: Brick, Terra Cotta, Granite, Slate, Bedrock, Sierra, Hunter Green, Burnt Sienna, White, and Blue. Custom colors are available.

StreetBond™ Traffic Formula is available in Granite, Slate & Burnt Sienna. Custom colors are not available at this time.

For low traffic applications such as driveways and pedestrian areas, one application of StreetBond™ Standard Formula would typically be used. The surface is then sealed with one coat of StreetBond™ Sealer Concentrate.

For higher traffic installations, one application of StreetBond™ Traffic Formula, followed by at least one application of StreetBond Standard Formula, must be used. StreetBond™ Sealer Concentrate is then applied to the surface. StreetBond™ Traffic Formula is similar to the Standard StreetBond™ Formula but adds thicker build (approx. 20-25 mils.) and additional durability.

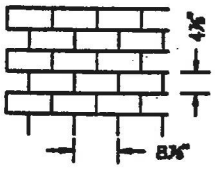
Note: Never apply either of the StreetBond™ Surfacing Systems in temperatures below 45°F or when precipitation can be expected within 24 hours.

A finish coat of StreetBond™ Sealer Concentrate must always be applied to the StreetBonded surface. StreetBond™ Sealer Concentrate provides a sealing membrane which

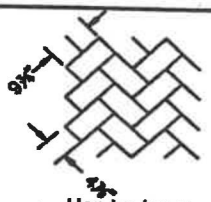
TABLE 2 (Performance Properties)

Characteristics	Test Specification	Min. Criteria StreetBond™ Standard Formula	Min. Criteria StreetBond™ Traffic Formula
Tensile Strength (PSI)	ASTM D-412	>650 PSI	>650 PSI
Flexibility Mandrel (High)	ASTM D-1737	Pass 1" @ 70°F	Pass 1" @ 70°F
Flexibility Mandrel (Low)	ASTM D-1737	Pass 2" @ 0°F	Pass 2" @ 0°F
Dry Time (to re-coat)	ASTM D-711	1 - 4 Hrs.	20 Mins. - 4 Hrs.
Dry Time (for traffic) 75°F / 30%RH	N/A	~ 60% strength @ 6-8 Hrs.	~ 60% strength @ 6-8 Hrs.
Taber Abrasion (H-10)	ASTM D-4060	< .18 g/1000 cycles	< .18 g/1000 cycles
Adhesion (PLI) to an Asphalt substrate	ASTM D-4640	Cohesive failure of asphalt prior to adhesive failure	Cohesive failure of asphalt prior to adhesive failure
QUV @E	ASTM G-53	300 Hrs. 2.35 CIE units	300 Hrs. 2.35 CIE units
Hydrophobicity (3 days)	ASTM D-570	< 12% wt. gain	< 12% wt. gain
Shore Hardness	ASTM D-2240	80 D	80 D
Temperature Limits for Service	Dry, cured material	-30°F to 160°F	-30°F to 160°F
Surface Build	N/A	10 - 15 mils. (1 applications)	20 - 25 mils. (2 applications)

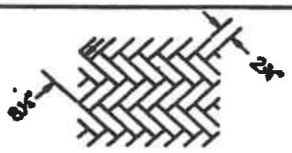
StreetPrint PATTERNS...



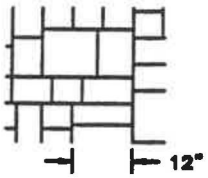
Offset Brick



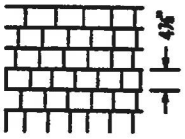
Herringbone



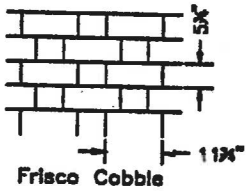
Herringbone Bricks on Edge



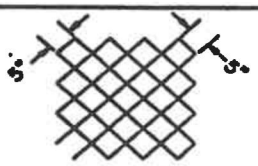
Ashlar Slate



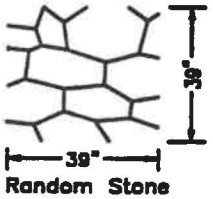
British Cobble



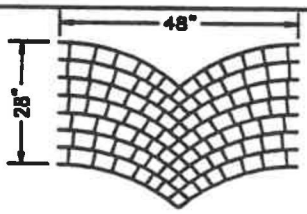
Frisco Cobble



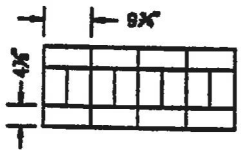
Tile Setts



Random Stone

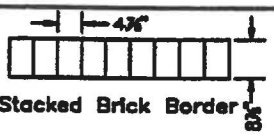


Eurofan

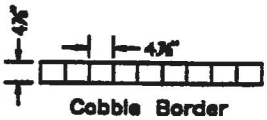


Soldier Course

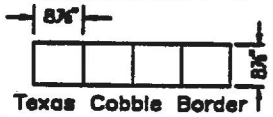




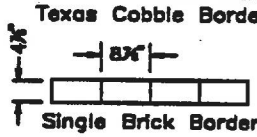
Stacked Brick Border



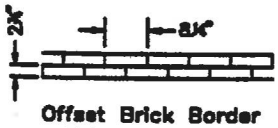
Cobble Border



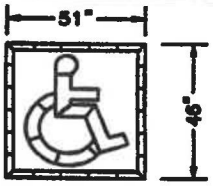
Texas Cobble Border



Single Brick Border



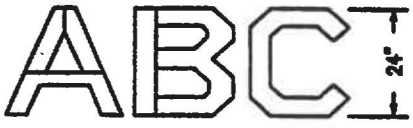
Offset Brick Border Bricks on Edge



Handicap Parking Symbol



Numbers



Letters

INTEGRATED PAVING CONCEPTS INC.
936 Peace Portal Drive, P.O. Box 8014-48, Blaine, WA 98230-4009 USA
#102 - 17957 - 55 Ave., Surrey, BC V3S 6C4 CANADA Tel (604) 574-7510 Fax (604) 574-7520
Internet: www.streetprint.com

Specifications for 12'x18' Modular Accessible Floating Dock With Inclined Kayak Launch & Aluminum Gangway

Contractor shall furnish and install a 12'x18' modular accessible floating dock with a stable inclined kayak launch & aluminum gangway in substantial compliance with the ADA Standards for Accessible Design (latest edition), Chapter 10 (Recreation Facilities) and in conformance with the following specifications:

1. Standard Modular Floating Dock Sections

1a. Floating dock sections shall be composed of hand welded high density polyethylene (HDPE) sheet plastic. Sections shall be manufactured using individual HDPE sheets for sides, ends, bottoms, and lids, with a 100% guaranteed universal wall thickness of .150", and completely encapsulated expanded polystyrene (EPS) foam. The lid or top surface of each section shall have a 2-1/2" lip around the entire float.

1b. Modular floating dock sections shall be fabricated and provided in the following dimensions (and quantities) to accommodate the overall 12'x18' plan design: 4' x 8' x 8"(1), 5' x 6' x 8"(4), and 5' x 8' x 8"(1).

1c. The top surface of the modular floating dock section shall be a textured HDPE non-slip surface, white in color to minimize hot surface temperatures.

1d. Encapsulated EPS shall be 100% virgin material, and be of a closed cell nature allowing no more than 3% water penetration. This specification shall ensure all floating dock sections will never sink. Floatation shall not be accomplished by use of air pockets in any form.

1e. Modular floating dock sections shall have a marine grade aluminum frame surrounding the entire perimeter which shall be 2" x 2" x .125" square tubing made of 6061T6 series aluminum. Each aluminum frame shall be attached to the HDPE lid with 5/16" x 2-3/4" 304 series Stainless Steel carriage bolts.

1f. Each section shall have a maximum weight of no more than 120 pounds, and shall draft no more than 1" under dead load. Specified live load capabilities of 62 pounds per square foot shall be supported.

2. Connections of Modular Floating Dock Sections

2a. All connectors shall be provided to attach the modular sections per plans, and shall be made from 6061T6 Marine grade aluminum 1.66" x 1.66" x .125" square tubing fastened with 304 Stainless Steel hardware.

2b. Connectors shall create a rigid and stable connection between float sections.

3. Floating Dock Anchorage

3a. Floating dock anchorage shall be achieved with two (2) 10" Timberguard TM pilings (or equivalent) affixed to the floating dock by use of a two-piece 12" piling hoop bracket. The hoop bracket shall be bolted directly to the 2" square tube frame system on the exterior edge of the float section using 304 Stainless Steel hardware.

3b. Location of brackets shall be determined during field installation.

4. Accessories:

4a. Accessory positions shall be as depicted on plans. All accessories shall be affixed to the aluminum framing system of the modular floating dock sections with 304 series Stainless Steel hardware. Accessories include an inclined kayak launch platform, overhead and side assist bars, and an accessible transfer platform.

4b. Inclined kayak launch platform shall measure 30" x 8', with a frame constructed with 6061T6 marine grade aluminum 1.66" x 1.66" x .125" square tubing with a .150" thick white non-skid HDPE plastic sheet surface. The launch shall have a double adjustment. The inside end utilizing hinge pins that have the ability to be placed into one of four pre-drilled locations. The outside end shall contain a single rope adjustment to serve as the main adjustment point. The launch shall be tied off using two cleats and shall be pre-installed with a triangular aluminum diamond plate finish.

4c. Overhead assist bars, and side assist bars shall be field installed per plans. Assist bars shall be constructed with 1.25" schedule 40 aluminum pipe, affixed to the surface of each float with 304 series Stainless Steel hardware, being bolted through the aluminum framing system on each float section.

4d. The accessible transfer platform shall be made from fiberglass, with a four step transition to the inclined kayak launch slip as per plans. The transfer platform shall provide access from wheelchair height level down to dock level and returning to the wheel chair in compliance with 1008.3 (Transfer Systems). Each riser step shall have a slight slope to accommodate entry and exit and be compliant with 1008.3.2 (Transfer Steps). Two transfer support methods shall be provided for the transfer platform; an overhead assist bar and an overhead continuous grab bar per 1008.3.1.4 (Transfer Supports) and 1008.3.2.3 (Transfer Supports) and per 1008.4.1 (Turning Space). Accessible transfer platform shall also comply with 1008.3.1.1 (Size) 1008.3.1.2 (Height), and 1008.3.1.3 (Transfer Space).

5. Roll/ Edge Guard:

5a. The entire floating dock perimeter, excluding launch slip and gangway access, shall have

roll/edge guard installed with a 2.5"x1" rounded top edge, bolted into the aluminum frame using 304 stainless steel hardware.

6. All attachment hardware shall be countersunk to avoid hazard of exposed hardware.

7. Accessible Aluminum Access Gangway

7a. The accessible aluminum access gangway (gangway) shall be fabricated using 6000 Series aluminum, with an overall dimension of 4' in width and 32' in length, and shall be manufactured in substantial compliance with the 2010 ADA Standards for Accessible Design.

7b. The main structural component of the gangway framework shall be 3"x3"x1/8" aluminum square ribbed tubing. A pre arched design shall be built in for added strength and enhanced aesthetics as per plans.

7c. Gangway decking shall consist of knurled and ribbed extrusion and shall be welded to the framework of the gangway.

7c. Intermediate handrail shall measure 36" above gangway decking and maintain a minimum of 36" clearance from handrail to handrail. Handrails shall extend out from the end of gangway 12" and return to end gangway stanchion. Intermediate handrail shall be fabricated of 1 ¼" schedule 40 aluminum pipe.

7d. Intermediate handrail shall be affixed to gangway with aluminum railing brackets, with the centerline of projected handrail bracket allowing for a minimum of 1.5" clearance between handrail and side of gangway.

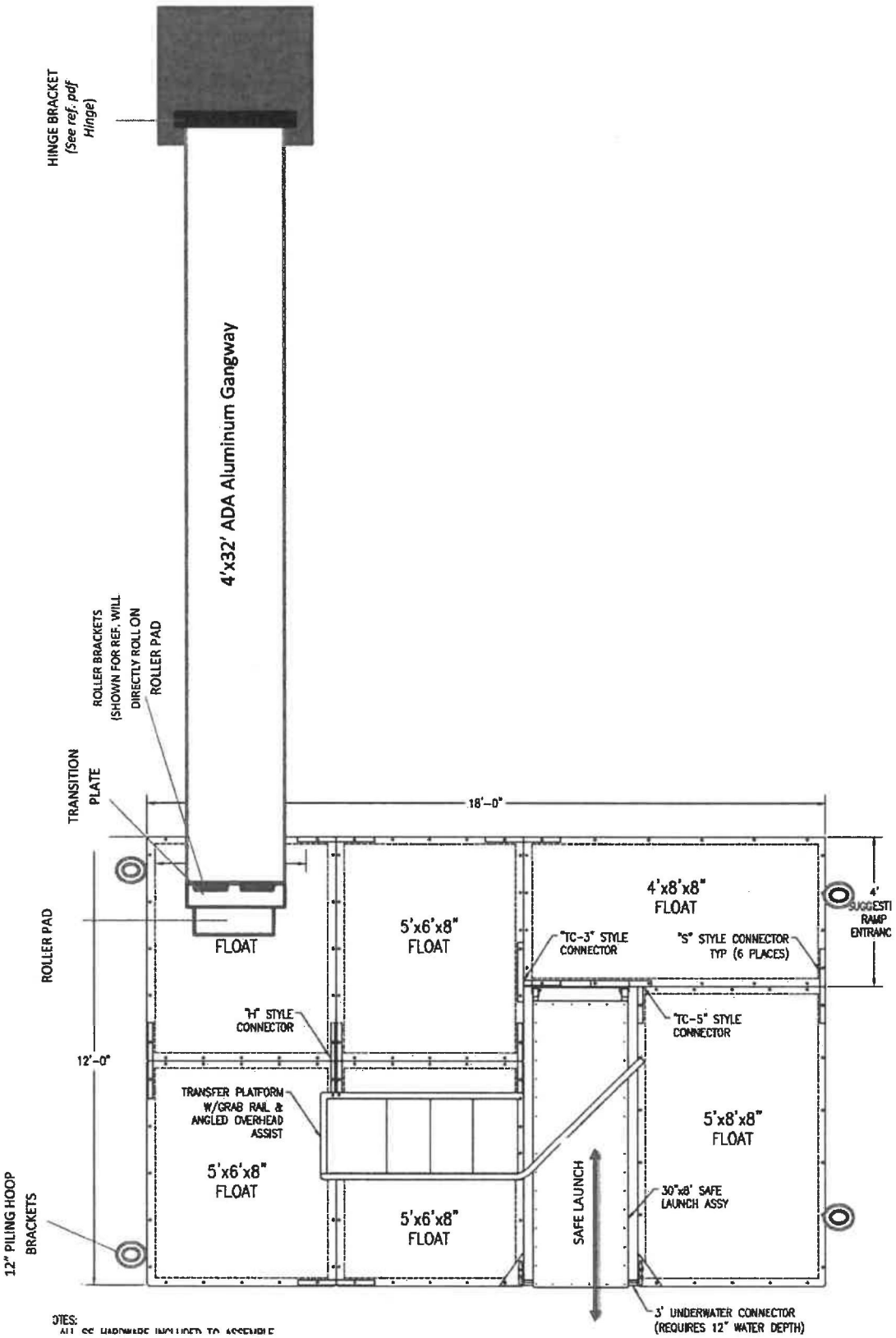
7e. Gangway shall include a kick plate extending up 2" from decking surface.

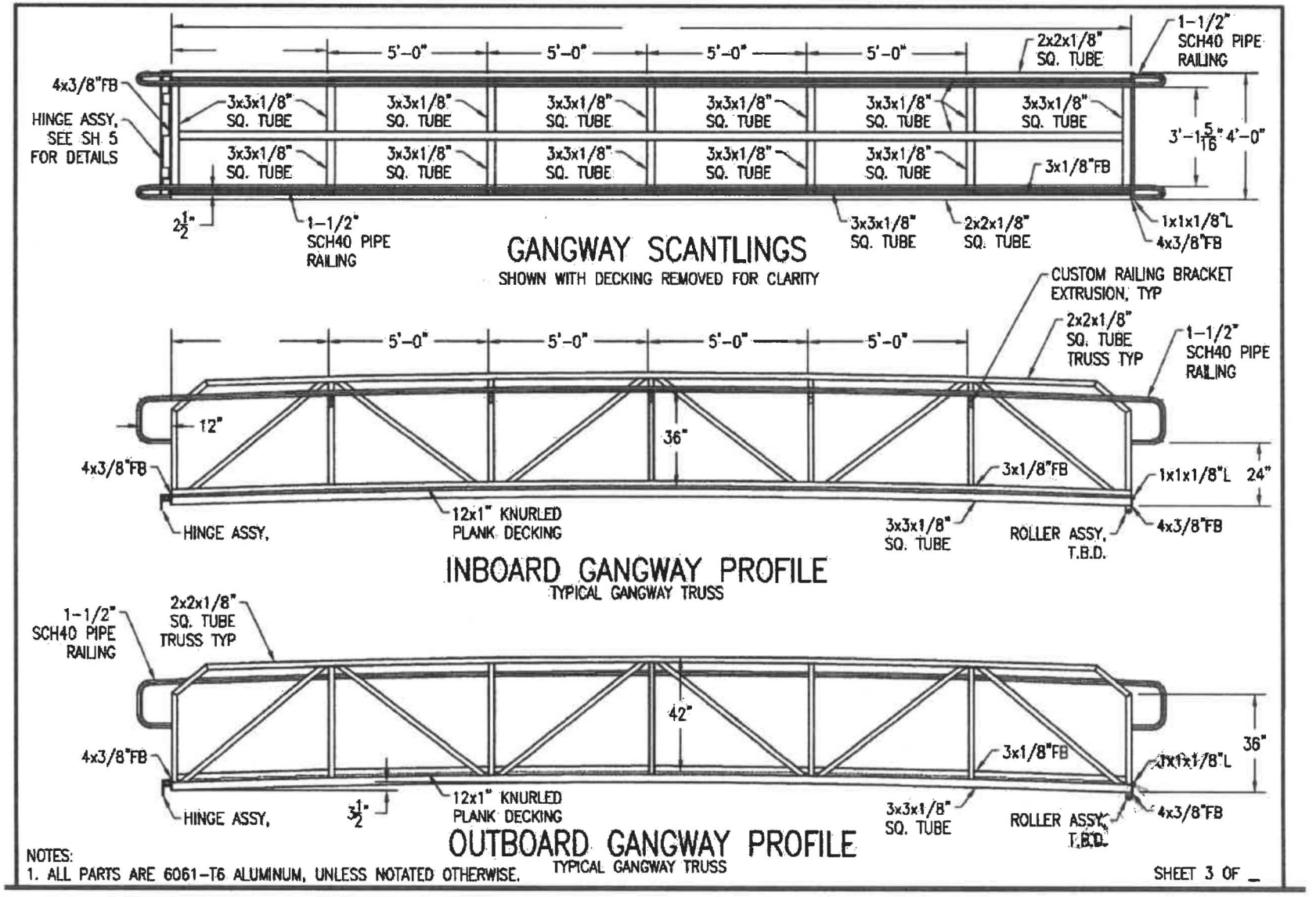
7f. Landward end of gangway shall be supported with a fixed hinge connection utilizing a 4' dockside hinge plate with ½" schedule 40 aluminum pipe as the hinge pin.

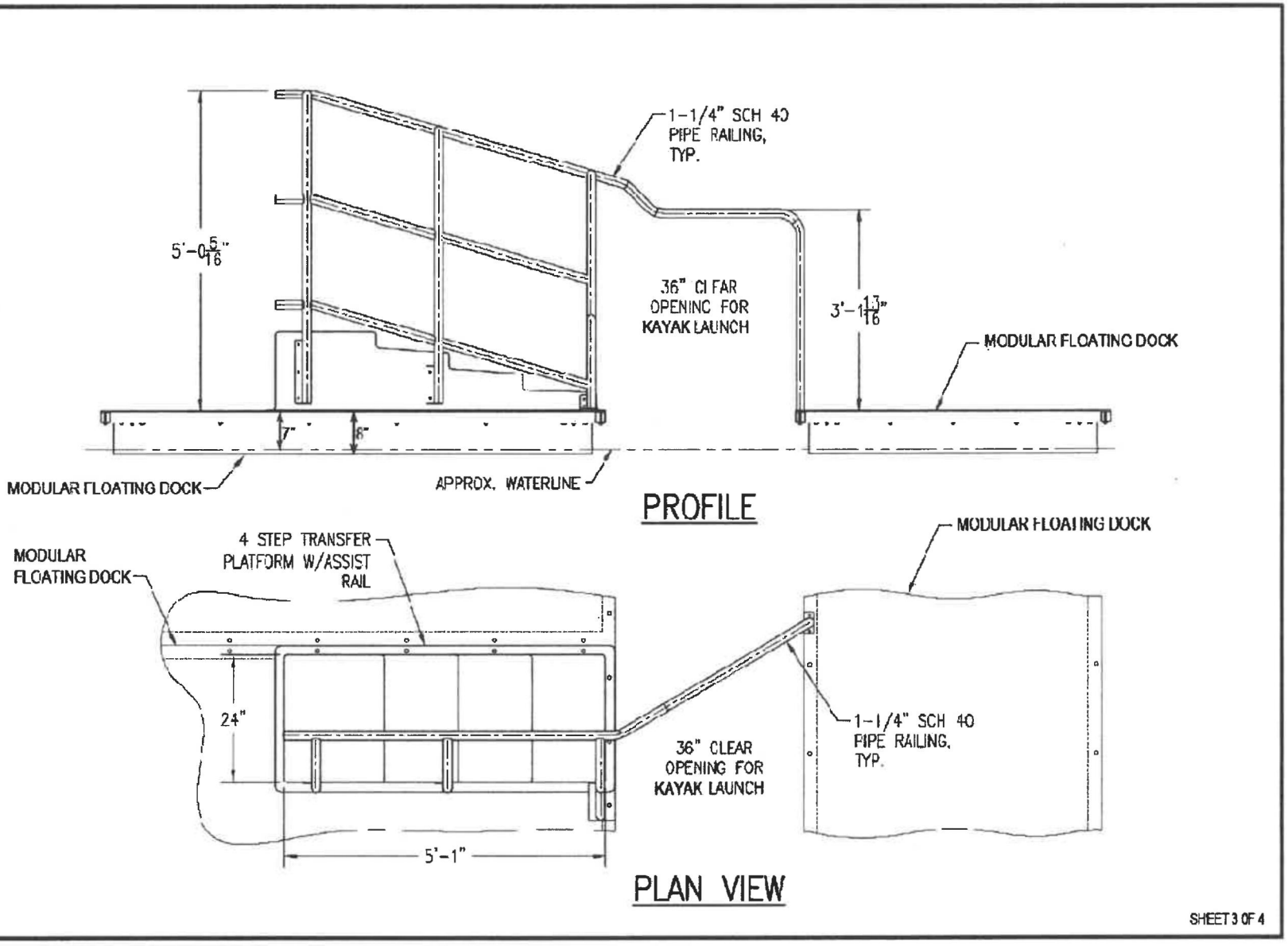
7g. Floating dock end of gangway shall be supported on top of the floating dock with roller bracket and roller pad assembly per plans.

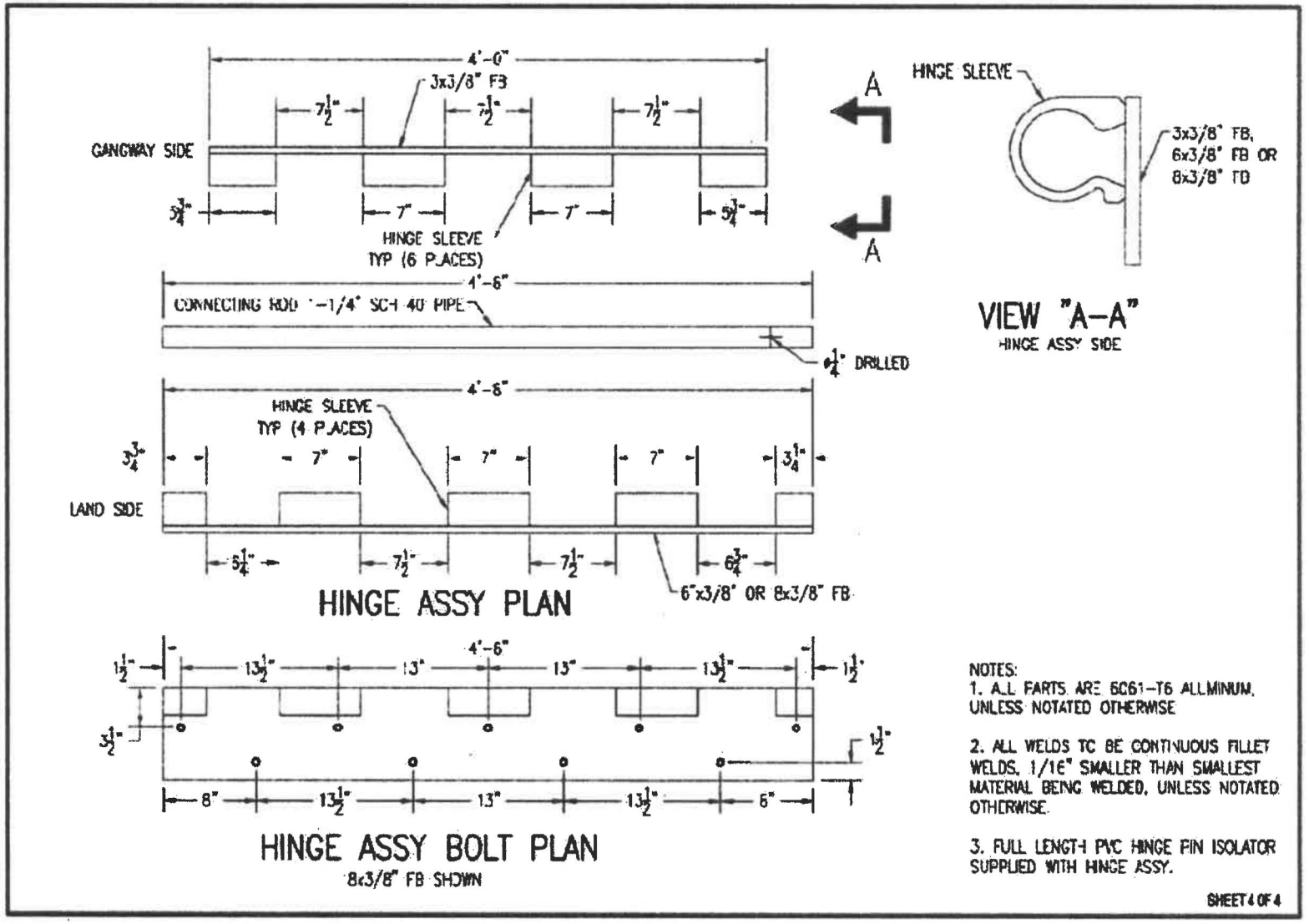
7h. A compensation float section shall be affixed to the floating dock to provide additional support compensating for the weight of the gangway, and shall provide a capacity of no less than 50% of the total gangway weight.

7i. Transition plate from gangway to floating dock shall be fabricated from .25" x .375" diamondtread plate, allowing for a smooth transition from gangway to floating dock.


HINGE BRACKET
(See ref. pdf Hinge)
4'x32' ADA Aluminum Gangway
ROLLER BRACKETS (SHOWN FOR REF. WILL DIRECTLY ROLL ON ROLLER PAD
TRANSITION PLATE
18'-0"
ROLLER PAD
FLOAT
5'x6'x8" FLOAT
4'x8'x8" FLOAT
"TC-3" STYLE CONNECTOR
"S" STYLE CONNECTOR TYP (6 PLACES)
4' SUGGESTI RAMP ENTRANC
"H" STYLE CONNECTOR
"TC-5" STYLE CONNECTOR
12'-0"
TRANSFER PLATFORM W/GRAB RAIL & ANGLED OVERHEAD ASSIST
5'x8'x8" FLOAT
5'x6'x8" FLOAT
5'x6'x8" FLOAT
SAFE LAUNCH
30"x8' SAFE LAUNCH ASSY
12" PILING HOOP BRACKETS
3' UNDERWATER CONNECTOR (REQUIRES 12" WATER DEPTH)


5'-0"
5'-0"
5'-0"
5'-0"
2x2x1/8" SQ. TUBE
1-1/2" SCH40 PIPE RAILING
4x3/8"FB
HINGE ASSY, SEE SH 5 FOR DETAILS
3x3x1/8" SQ. TUBE
3x1/8"FB
3'-1 5/16" 4'-0"
2 1/2"
1-1/2" SCH40 PIPE RAILING
1x1x1/8"L
GANGWAY SCANTLINGS
SHOWN WITH DECKING REMOVED FOR CLARITY
CUSTOM RAILING BRACKET EXTRUSION, TYP
2x2x1/8" SQ. TUBE TRUSS TYP
12"
36"
24"
12x1" KNURLED PLANK DECKING
ROLLER ASSY, T.B.D.
INBOARD GANGWAY PROFILE
TYPICAL GANGWAY TRUSS
42"
3 1/2"
OUTBOARD GANGWAY PROFILE
TYPICAL GANGWAY TRUSS
NOTES:
1. ALL PARTS ARE 6061-T6 ALUMINUM, UNLESS NOTATED OTHERWISE.
SHEET 3 OF _


1-1/4" SCH 40
PIPE RAILING,
TYP.
5'-0 5/16"
36" CLEAR
OPENING FOR
KAYAK LAUNCH
3'-1 13/16"
MODULAR FLOATING DOCK
7"
6"
MODULAR FLOATING DOCK
APPROX. WATERLINE
PROFILE
MODULAR
FLOATING DOCK
4 STEP TRANSFER
PLATFORM W/ASSIST
RAIL
MODULAR FLOATING DOCK
24"
36" CLEAR
OPENING FOR
KAYAK LAUNCH
1-1/4" SCH 40
PIPE RAILING,
TYP.
5'-1"
PLAN VIEW
SHEET 3 OF 4


4'-0"
3x3/8" FB
GANGWAY SIDE
HINGE SLEEVE
TYP (6 PLACES)
A
A
HINGE SLEEVE
3x3/8" FB,
6x3/8" FB OR
8x3/8" FB
4'-6"
CONNECTING ROD 1-1/4" SCH 40 PIPE
DRILLED
4'-8"
HINGE SLEEVE
TYP (4 PLACES)
LAND SIDE
6"x3/8" OR 8x3/8" FB
HINGE ASSY PLAN
4'-6"
HINGE ASSY BOLT PLAN
8x3/8" FB SHOWN
VIEW "A-A"
HINGE ASSY SIDE
NOTES:
1. ALL PARTS ARE 6061-T6 ALUMINUM, UNLESS NOTATED OTHERWISE.
2. ALL WELDS TO BE CONTINUOUS FILLET WELDS, 1/16" SMALLER THAN SMALLEST MATERIAL BEING WELDED, UNLESS NOTATED OTHERWISE.
3. FULL LENGTH PVC HINGE PIN ISOLATOR SUPPLIED WITH HINGE ASSY.
SHEET 4 OF 4

PALM BEACH COUNTY, FLORIDA

STANDARD SPECIFICATIONS FOR ROAD AND

BRIDGE CONSTRUCTION

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated July 2017 shall be used as the basis for the Work.

The Contractor agrees that the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2017 Edition, amended as follows by the General Provisions, but not otherwise changed, shall govern.

PALM BEACH COUNTY, FLORIDA
GENERAL PROVISIONS

DIVISION I
GENERAL REQUIREMENTS AND COVENANTS

SECTION 1
DEFINITIONS AND TERMS

1-3 Definitions

The following terms, when used in the Contract Documents, have the meaning described as follows:

Department THE FOLLOWING IS SUBSTITUTED:

The Palm Beach County Engineering & Public Works Department or The State of Florida Department of Transportation, as appropriate.

Engineer THE FOLLOWING IS SUBSTITUTED:

Palm Beach County Engineering, acting directly or through duly authorized representatives, such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer", "to the Engineer", or "of the Engineer".

ADD THE FOLLOWING DEFINITION:
Financial Project Identification Number – *Project Number*

ADD THE FOLLOWING DEFINITION:
Lot - *The definition varies throughout the specification. The Engineer reserves the right to define the testing limits.*

ADD THE FOLLOWING DEFINITION:
Approved Products List - *Refers to FDOT's Approved Products List*

END OF SECTION

SECTION 2
PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders DELETE AND INSERT THE FOLLOWING:

2-1.1 Palm Beach County Engineering & Public Works Department (Department) does not certify contractors. Although FDOT certification is not a requirement, the Department reserves the right to utilize FDOT's listing of pre-qualified contractors in determining a Bidder's eligibility to perform the Work required for this project.

Refer to URL http://www.fdot.gov/contracts/prequal_info/prequalified.shtm for access to pre-qualified FDOT contractors for construction contracts.

2-1.2 If the Bidder is not FDOT certified in the category of FLEXIBLE PAVING, the Bidder shall provide with the Bid or within three (3) Business Days of the Department's request the following information regarding similar project(s) performed and completed by the Bidder within the past five years (Similar Projects Information):

Similar Projects Information *(complete the following for each similar project)*

Similar Project Experience	Name	Palm Beach County
	Location	Okeechobee Blvd
	Total Construction Cost	25000
	Description	Initial Repair of Road Way Including Density Repair Mill & Pave 1.5" FC 12.5
Client/ Owner	Firm / Agency	Road & Bridge
	Contact person	Armando Rubacava
	Phone number	602-689-9124
	Email	ARubacava@PBCGov.org
Bidder's Role (prime/subcontractor):		Prime
Portion of Project Completed by Bidder:		100%
Construction Cost of Portion of Project Completed by Bidder:		25K

2-1.3 Additional information that may be requested by the Department may include but not be limited to the following (collectively, Additional Information):

- Supplemental listing of Similar Projects Completed by the Bidder
- FDOT Certification of Current Capacity and Status of Contracts On Hand (Form 525-010-46)
- Detailed information of financial resources of the Bidder

SECTION 2
PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders DELETE AND INSERT THE FOLLOWING:

2-1.1 Palm Beach County Engineering & Public Works Department (Department) does not certify contractors. Although FDOT certification is not a requirement, the Department reserves the right to utilize FDOT's listing of pre-qualified contractors in determining a Bidder's eligibility to perform the Work required for this project.

Refer to URL http://www.fdot.gov/contracts/prequal_info/prequalified.shtm for access to pre-qualified FDOT contractors for construction contracts.

2-1.2 If the Bidder is not FDOT certified in the category of FLEXIBLE PAVING, the Bidder shall provide with the Bid or within three (3) Business Days of the Department's request the following information regarding similar project(s) performed and completed by the Bidder within the past five years (Similar Projects Information):

Similar Projects Information *(complete the following for each similar project)*

Similar Project Experience	Name	Palm Beach County
	Location	Lake Worth Rd
	Total Construction Cost	36000
	Description	UTILITY ROADWAY REPAIR MILL + PAVE 1 1/8" FC-12.5
Client/ Owner	Firm / Agency	Palm Beach County Water Utilities
	Contact person	Don Stiles
	Phone number	561-248-6933
	Email	DStiles@pbcwater.com
Bidder's Role (prime/subcontractor):		Prime
Portion of Project Completed by Bidder:		100%
Construction Cost of Portion of Project Completed by Bidder:		36000

2-1.3 Additional information that may be requested by the Department may include but not be limited to the following (collectively, Additional Information):

- Supplemental listing of Similar Projects Completed by the Bidder
- FDOT Certification of Current Capacity and Status of Contracts On Hand (Form 525-010-46)
- Detailed information of financial resources of the Bidder

SECTION 2
PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders DELETE AND INSERT THE FOLLOWING:

2-1.1 Palm Beach County Engineering & Public Works Department (Department) does not certify contractors. Although FDOT certification is not a requirement, the Department reserves the right to utilize FDOT's listing of pre-qualified contractors in determining a Bidder's eligibility to perform the Work required for this project.

Refer to URL http://www.fdot.gov/contracts/prequal_info/prequalified.shtm for access to pre-qualified FDOT contractors for construction contracts.

2-1.2 If the Bidder is not FDOT certified in the category of FLEXIBLE PAVING, the Bidder shall provide with the Bid or within three (3) Business Days of the Department's request the following information regarding similar project(s) performed and completed by the Bidder within the past five years (Similar Projects Information):

Similar Projects Information *(complete the following for each similar project)*

Similar Project Experience	Name	Palm Beach County
	Location	10th Ave
	Total Construction Cost	$40,000
	Description	Utility Repair Mill & Pave 1.5" FC-12.5
Client/ Owner	Firm / Agency	PBC Water Utilities
	Contact person	Don Stiles
	Phone number	561-248-6933
	Email	DStiles@pbcwater.com
Bidder's Role (prime/subcontractor):		
Portion of Project Completed by Bidder:		100%
Construction Cost of Portion of Project Completed by Bidder:		$40K

2-1.3 Additional information that may be requested by the Department may include but not be limited to the following (collectively, Additional Information):

- Supplemental listing of Similar Projects Completed by the Bidder
- FDOT Certification of Current Capacity and Status of Contracts On Hand (Form 525-010-46)
- Detailed information of financial resources of the Bidder

- Listing of equipment owned by the Bidder
- Key personnel resumes with a statement of their work category experience
- A list stating the types of work in which the Bidder can provide backup to show experience, expertise, and competence.
- The aggregate amount of work the Bidder currently has under contract
- Licensure information of the Bidder and personnel
- Any other pertinent information to assist in this qualification review

2-1.4 The Department will review the Similar Projects Information and, if requested, the Additional Information to determine if the Bidder has sufficient experience to perform the Work. Failure to provide the Similar Projects Information, and, where requested, the Additional Information, may cause the Bid to be rejected as non-responsive.

2-1.5 The Department reserves the right to request and require the Similar Projects Information and Additional Information to verify a Bidder's experience and qualifications for the Work, all of which shall be submitted within three (3) Business Days of the Department's request.

2-1.6 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may **not** submit the following:

(a) A bid on a contract to provide any goods or services to a public entity.

(b) A bid on a contract with a public entity for the construction or repair of a public building or public Work.

(c) Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

2-2 Proposals

2-2.1 Obtaining Proposals DELETE AND INSERT THE FOLLOWING:

Obtain a Proposal under the conditions stipulated in the Advertisement for Bid. The Advertisement states the location and description of the Work to be performed; the estimate of the various quantities (if applicable); the items of work to be performed (if applicable); the Contract Time; the

amount of Proposal Guaranty; and the date, time, and place of the opening of Proposals. The Proposal Form will also include any Special Provisions or other requirements which vary from or are not contained in the Standard Specifications.

The Plans, Specifications and other documents designated in the Advertisement are part of the Proposal, whether attached or not. Do not detach any papers bound with or attached to the Proposal.

ADD THE FOLLOWING SUB-ARTICLE:
2-2.1.1 Filling out Proposal Form (Pay Item Forms)

In filling out Proposal Forms, Bidders shall be governed by the following provisions:

(a) Proposals can be made on the blank Proposal Form provided (Excel file). The blank spaces in the Proposal Form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items listed in the Proposal Form. It is the Bidder's responsibility to check and verify the accuracy of excel file formulas/extensions. Bidders are reminded that this is a unit price contract, and bid totals will be based on actual unit prices provided (see Section "e" below) regardless of extensions and totals shown.

(b) Each Proposal Form shall specify a unit price, for each of the separate items, as called for.

(c) Any Proposal which does not contain prices set opposite each of the items for which there is a blank space, or any Proposal which shall in any manner fail to conform to the conditions of the published notice will be cause for rejection.

(d) Proposals must be signed in ink by an authorized officer of the firm with the signature in full, and name and title of the officer. Example:

John Doe Contracting Company
By: John Doe, President

(e) In the event of mathematical errors in the extension of units and unit prices, the unit price shall prevail. The "Total Bid" as indicated on the Proposal Forms shall be the summation of the extension of units and unit prices only. Should the Proposal include "Alternate(s)", the total amount that will be considered for the "Alternate(s)" shall also be the summation of the extension of units and unit prices only, with the unit price prevailing.

When "Alternate(s)" are included, the Department reserves the right to award the Contract based on the "Total Bid" with or without the "Alternate(s)", with no recourse to the Contractor.

(f) When a corporation is a Bidder, the person signing shall state under the law of what state the corporation was chartered, and the name and title of the officer having authority under the by-laws to sign Contracts.

(g) Anyone signing the Proposal as agent must submit the Proposal with legal evidence of its agent's authority to do so. Post office address, county and state, must be given after the signature.

(h) Proposals that contain any omission, erasure, alteration, addition or item not called for in the Engineer's estimate, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of the Bid.

DELETE AND INSERT THE FOLLOWING:

2-2.2 Department Modifications to Contract Documents
Modifications to any Contract Documents will be posted at the following URL address:
https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService

The Bidder shall take responsibility for checking and downloading the revised data from the Department's website. If the Department's website cannot be accessed, contact the Palm Beach County Purchasing Department at (561) 616-6800 or email PBCVendor@pbcgov.org.

2-2.3 Internet Bid Submittals DELETE IN ITS ENTIRETY

2-2.4 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

Unless otherwise indicated in the Advertisement for Bid, the Contractor shall prepare and submit the Bid as a hard copy submittal to the Department in accordance with the Contract Documents.

Print and submit Bid documents generated from the web site on letter size paper. Ensure that all computer generated sheets are legible. The Department prefers 12 point font size and recommends a minimum of 20 pound paper.

The Department will not be held responsible if the Bidder submits a Bid that is incomplete. Failure to follow proper procedures may cause the Bid to be declared non-responsive, or irregular.

2-5 Preparation of Proposals DELETE AND INSERT THE FOLLOWING:

2-5.1 General

Submit Proposals on the form described in 2-2. Any pay item that will be provided free or at no cost to the Department shall be indicated as "free" or "$00.00". If the pay item is left blank or N/A is used, the Bid may be declared irregular. Show the total of the Bid where called for on the Proposal Forms.

2-5.2 Internet Bid Submittals DELETE IN ITS ENTIRETY.

2-5.3 Hard Copy Bid Submittal DELETE AND INSERT THE FOLLOWING:

If the Proposal is made by an individual, either in the Bidder's own proper person or under a trade or firm name, the Bidder shall execute the Proposal under the Bidder's signature and enter the firm's office street address.

If made by a partnership, execute the Proposal by setting out in full the names of the partners, the firm name of the partnership, if any, have two or more of the general partners sign the Proposal and enter the Bidding firm's office street address.

If made by a corporation, execute the Proposal by setting out in full the corporate name and have the president or other legally authorized corporate officer or agent sign the Proposal, affix the corporate seal and enter the bidding corporation's office street address. If made by a limited liability company, execute the Proposal by setting out the company name, have the manager or authorized member sign the Proposal and enter the bidding company's office address.

If made by a joint venture, execute the Proposal by setting out the joint venture name, have the authorized parties sign the Proposal and enter the bidding office's street address.

2-6 Rejection of Irregular Proposals DELETE AND INSERT THE FOLLOWING:

A Proposal is irregular and the Department may reject it if it shows omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced, or if the cost is in excess of or below the reasonable cost analysis values.

ADD THE FOLLOWING SUB ARTICLE AFTER 2-6

2-6.1 Unbalanced Bid Items

Bid items in which the unit prices are not in line with the industry standards or averages for the items may be considered to be unbalanced and rejected.

For a Bid to be balanced, each item must carry its proportionate share of direct cost, overhead and profit. Unbalanced items which are installed and billed at the beginning of a project may lead the bid to be irregular due to front-end loading the Bid.

Bid which are determined by the Department to be unbalanced Bids or which contain unbalanced line item pricing when compared to competitor's Bid's for the same item and standard industry prices, and which significantly deviate from the Department's determination of acceptable line item pricing, may be rejected by the Department.

2-7 Guaranty to Accompany Proposals (Bid Bond) DELETE AND INSERT THE FOLLOWING:

The Department will not consider any Proposal unless accompanied by a Proposal Guaranty of the character and amount indicated herein, and unless made payable to the Board of

County Commissioners, Palm Beach County, Florida. Submit the Proposal with the understanding that the successful Bidder shall furnish a Contract Bond pursuant to the requirements of 3-5.

The Bidder's Proposal Guaranty is binding for all projects included in the Contract awarded to the Contractor pursuant to the provisions of this Subarticle.

The bond may be a Certified Check or a Cashier's Check and shall be made payable to the Board of County Commissioners, Palm Beach County, Florida, in the amount of 5% (Five Percent) of the total gross amount of the Bid as a guarantee that the Bidder, if given a letter of intent to award, will within fourteen (14) consecutive Working Days of the date of the letter, enter into a written Contract with the Board of County Commissioners in accordance with the accepted Bid. Certified checks shall be signed by the party whose Bid it accompanies.

2-8 Delivery of Proposals

2-8.1 Internet Bid Submittals DELETE IN ITS ENTIRETY

2-8.2 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

Submit all Bids in sealed envelopes bearing on the outside the name of the Bidder, the Bidder's address, date of opening, and in large letters, the words:

CONSTRUCTION OF: ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT

for which the Bidder submitted the Bid.

For Proposals that are submitted by mail, enclose the Proposal in a sealed envelope, marked as directed above. Enclose the sealed envelope in a second outer envelope addressed to the Department, at the place designated in the Advertisement. For a Proposal that is not submitted by mail, deliver it to the Department, or to the place as designated in the Advertisement. The Department will return Proposals received after the time set for opening Bids to the Bidder unopened.

A Bidder may withdraw a Proposal at any time prior to that fixed for opening Bids without prejudice to him/herself.

2-9 Withdrawal or Revision of Proposals

2-9.1 Internet Bid Submittals DELETE IN ITS ENTIRETY.

2-9.2 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

A Bidder may withdraw or revise a Proposal after submitting it, provided the Department receives a written request to withdraw or revise the Proposal prior to the time set for opening of Bids. The resubmission of any Proposal withdrawn under this provision is subject to the provisions of 2-8.

END OF SECTION

SECTION 3
AWARD AND EXECUTION OF CONTRACT

3-2 Award of Contract

3-2.1 General DELETE AND INSERT THE FOLLOWING:

If the Department decides to award the Contract, the Department will award the Contract to the lowest responsible, responsive Bidder whose Proposal complies with all the Contract Document requirements. If awarded, the Department will award the Contract within one hundred eighty (180) days after the opening of the Proposals, unless the Special Provisions change this time limit or the Bidder and the Department extend the time period by mutual consent.

The Notice to Proceed (see 8-3.3) shall be issued within one hundred twenty (120) Calendar Days of the award of Contract, unless otherwise mutually agreed by the Contractor and the Department.

For the purpose of award, the low Bid shall be the lowest amount bid for the "Total Bid", and if any alternates are considered, it shall be the "Total Bid" plus the addition for the alternate or alternates which the Department may select. In no case will any award be made until all necessary investigations are made into the responsibility of the lowest Bidder.

Prior to award of the Contract by the Department, the Bidder must provide proof of authorization to do business in the State of Florida.

Project Award
The Department reserves the right to make multiple awards for this Contract. In the event the Department exercises this right, award will be made to the lowest, responsive, responsible bidders. Work will be issued to the Contractors at the Department's discretion.

3-5 Contract Bond Required

3-5.1 General Requirements for All Bonds DELETE AND INSERT THE FOLLOWING:

Under no circumstances shall the Contractor begin Work until it has supplied the Department with a Contract Bond. Upon award, furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of the Department, and having the Department's approval. The Penal Sum of the Contract Bond shall automatically increase as the Contract Amount increases; provided, however, that any increase of more than 20% from the initial Penal Sum, requires the Surety's written consent. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number is clearly stated on the Contract Bond form.

To insure the faithful performance of each and every condition, any stipulation and requirement of the Contract Documents and to indemnify and save harmless the Department from any and all

damages, either directly or indirectly, arising out of any failure to perform same, the Contractor shall furnish to the Department, the Contract Bond on forms attached hereto.

3-5.1.1 Work Order For Less Than $200,000

For each Work Order in an amount less than $200,000, furnish to the Department and maintain in effect throughout the duration of the Work Order,a Surety Bond in the amount of $50,000, as security for faithful performance of Work Order(s) and for the payment of all persons performing labor and furnishing Materials in connection therewith. In the event that the amount of a proposed Work exceeds the amount of the Surety Bond, furnish additional Surety Bond, in increments of $50,000, so that the total amount of the Surety Bond(s) exceeds the amount of all Work Orders.

3-5.1.2 Work Order For $200,000 or More

For each Work Order in the amount of $200,000 or more, furnish to the Department and maintain in effect throughout the duration of the Work Order, an acceptable Surety Bond in an amount at least equal to the amount of the total Work Order, as security for faithful performance and for the payment of all persons performing labor, and furnishing Materials in connection therewith.

ADD THE FOLLOWING SUB-ARTICLE:

3-6 Execution of Contract and Contract Bond DELETE AND INSERT THE FOLLOWING:

The Contractor shall execute the Contract and provide satisfactory Contract Bond and documentation evidencing all insurance required per Section 7-13 (Insurance) to the Department within fourteen (14) Working Days of the date of the Letter of Intent to Award.

Per Section 8-1, Contractor shall perform not less than 40% of the total Contract with its own organization. Therefore, Contractor shall submit with the Contract Documents a detailed breakdown (in dollars and percentage) of how the total Contract amount is proposed to be distributed. The breakdown shall show all relevant information for the Contractor and all sub-contractors.

3-6.1 Recording of Contract Bond

Before commencing the Work, Contractor shall provide to the Department a certified copy of the recorded Contract Bond(s). Department may not make any payment to Contractor until Contractor has complied with this requirement.

3-7 Failure by Contractor to Execute Contract and Furnish Bond DELETE AND INSERT THE FOLLOWING:

In the event that the Contractor fails to execute the Contract and to furnish an acceptable Contract Bond, as prescribed in 3-5 and 3-6, within fourteen (14) Working Days of Intent to Award, the Department may cause the Contractor to forfeit the Proposal Guaranty to the Department not as a penalty but as liquidation of damages sustained. The Department may then award the Contract to

the next lowest responsive, responsible Bidder, re-advertise, or accomplish the Work using alternate resources.

3-8 Audit of Contractor's Records DELETE AND INSERT THE FOLLOWING:

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to the project. The Department or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-13. The Department may also require submittal of the records from either the Contractor or any subcontractor or material supplier. As the Department deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work. Retain all records pertaining to the Contract for a period of not less than four years from the date of the Engineer's final acceptance of the project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the Department or its representative(s). For the purpose of this Article, records include but are not limited to all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the provisions of the Contract Documents. If the Contractor fails to comply with these requirements, the Department may disqualify or suspend the Contractor from bidding on or working as a subcontractor on future Contracts. Ensure that the subcontractors provide access to their records pertaining to the project upon request by the Department. Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

END OF SECTION

SECTION 4
SCOPE OF THE WORK

4-1 Intent of Contract DELETE AND INSERT THE FOLLOWING:

The intent of the Contract is to provide for the construction and completion in every detail of the Work described in the Contract. Furnish all labor, Materials, Equipment, tools, transportation and supplies required to complete the Work in accordance with the Contract Documents.

All of the Work involved in this project shall conform to the construction Plans and Specifications and shall be completed in a workmanlike manner. All debris is to be removed within the time specified in the Contract.

4-3 Alteration of Plans or of Character of Work

4-3.1 General DELETE AND INSERT THE FOLLOWING:

The Engineer reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction as may

be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Contract Bond. The Contractor agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

4-3.9 Cost Savings Initiative Proposal DELETE IN ITS ENTIRETY.

4-4 Unforeseeable Work DELETE AND INSERT THE FOLLOWING:

When the Department requires Work that is not covered by a price in the Contract, and the Department finds that such Work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

END OF SECTION

SECTION 5
CONTROL OF THE WORK

5-1 Plans and Working Drawings

5-1.1 Contract Documents DELETE AND INSERT THE FOLLOWING:

The Contractor will be furnished five (5) copies of the Plans and Specifications at the Pre-Construction Meeting. Additional copies may be purchased from the Department, at a total cost of **$25.00** per set of Plans and Contract Documents.

The Contractor shall have Contract Documents available on the job site at all times.

5-1.4.5 Submittal Paths and Copies

5-2 Coordination of Contract Documents DELETE AND INSERT THE FOLLOWING:

These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete Work.

When not stipulated as being covered under other pay items, pay items will include:

- the Work and Materials specified in the Specifications
- additional, incidental Work, not specifically mentioned,
    - when so shown in the Plans
    - if indicated, or obvious and apparent, as being necessary for the proper completion of the Work

In cases of discrepancy, the governing order of the documents is as follows:

1. Proposal (i.e. pay items, Bid items)
2. Special Provisions
3. Technical Special Provisions
4. Plans
5. Design Standards
6. Supplemental Specifications
7. General Provisions
8. Standard Specifications

Computed dimensions govern over scaled dimensions.

5-7 Engineering and Layout

5-7.1 Control Points Furnished by the Department ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

Should reference points or benchmarks fall within construction limits, the Contractor shall notify the Engineer for survey coordination, and establish new reference points or benchmarks in locations that will not be affected by the construction and preserved upon completion of construction.

The Contractor shall have a licensed surveyor verify the accuracy of the survey data prior to proceeding with Work.

5-7.3 Layout of Work DELETE AND INSERT THE FOLLOWING:

Utilizing the control points furnished by the Department in accordance with 5-7.1, the Contractor shall have a licensed surveyor verify the accuracy of the survey data prior to proceeding with Work, and establish all horizontal and vertical controls necessary to construct the Work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all Roadway, Bridge, and miscellaneous items.

When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such Work.

5-10-Inspections

5-10.2 Inspection for Acceptance DELETE AND INSERT THE FOLLOWING:

Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, the Engineer will make an inspection for acceptance. The inspection will be made within seven days of the notification. If the Engineer finds that all Work has been satisfactorily completed, the Department will consider such inspection

as the final inspection. If any or all of the Work is found to be unsatisfactory, the Engineer will detail in writing the remedial Work required to achieve acceptance. The Contract Time shall be suspended to allow the Contractor time to complete the remedial Work in accordance with the following schedule; with the suspension commencing upon the date of the written notification by the Department:

Contract Amount	Contract Time Suspension
≤$5,000,000	30 Days
>$5,000,000≤$10,000,000	45 Days
>$10,000,000	60 Days

If all Work is not completed by the Contractor and accepted by the Engineer during the Contract Time Suspension, the Contract Time shall resume and, after any remaining Contract Time is expended, Liquidated Damages shall be assessed until all Work is accepted by the Engineer.

Upon satisfactory completion of the Work, the Department will provide written notice of acceptance, either partial or final, to the Contractor.

Until final acceptance in accordance with 5-11, replace or repair any damage to the accepted Work at no additional cost to the Department and as provided in 7-14.

5-12 Claims by Contractor

5-12.2 Notice of Claim

5-12.2.1 Claims for Extra Work DELETE IN ITS ENTIRETY

5-12.3 Content of Written Claim DELETE ITEM (5) IN ITS ENTIRETY

5-12.5 Pre-Settlement and Pre-Judgment Interest DELETE IN ITS ENTIRETY

5-12.6 Compensation for Extra Work or Delay DELETE IN ITS ENTIRETY

END OF SECTION

SECTION 6
CONTROL OF MATERIALS

6-1 Acceptance Criteria

ADD THE FOLLOWING SUB ARTICLE:
6-1.2.5

All Materials that are subjected to tests by samples or otherwise, shall be compensated for as follows:

(a) All tests made that indicate failures to meet the design criteria shall be paid for by the Contractor.

(b) All tests made that indicate passing of the design criteria and approved as such by the Engineer, shall be paid for by the Owner or Palm Beach County.

6-5.2 Source of Supply-Steel REPLACE TITLE OF ARTICLE WITH THE FOLLOWING:

Source of Supply-Steel (For Federal Aid Contracts only)

6-6 Warranty INSERT NEW SUB-ARTICLE 6-6 "WARRANTY" AT THE END OF SECTION 6:

The Contractor warrants to the Owner and Engineer that all Materials and Equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with Contract Documents. All Work not so conforming to these requirements may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and Equipment. All Work shall be warranted and guaranteed unconditionally for a period of one (1) year after the letter of final acceptance.

END OF SECTION

SECTION 7
LEGAL REQUIREMENTS
AND RESPONSIBILITY TO THE PUBLIC

7-1.9 Florida Minority Business Loan Mobilization Program DELETE IN ITS ENTIRETY.

7-2 Permits and Licenses

7-2.1 General DELETE AND INSERT THE FOLLOWING:

Except for permits procured by the Department, if any, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

It shall be the Contractor's responsibility to become familiar with all local governmental codes, ordinances, and laws governing, associated with, or pertaining to the prosecution and completion of the Work. Any costs involved in procuring permits and licenses, complying with local codes, ordinances or laws, or giving notices shall be incidental to the project and paid by the contractor.

The Department will also acquire any modifications or revisions to an original permit when the Contractor requires such modifications or revisions to complete the construction operations specified in the Plans or Special Provisions and within the Right-of-Way limits.

Acquire all permits for Work performed outside the Right-of-Way or easements for the project. Acquire permits required by municipality or public agency, including but not limited to tree removal and dewatering permits. The permitting time shall be included in the Proposal and Work progress schedule. The Contractor shall also be responsible for completing appropriate certifications by a Professional Engineer, certified in the State of Florida, as outlined on PER-1.

In carrying out the Work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to the Contractor. Post all permit placards in a protected location at the worksite.

In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

7-11.3 Contractors' Use of Streets and Roads

7-11.3.2 On the State Highway System DELETE AND INSERT THE FOLLOWING:

When hauling Materials or Equipment to the project over roads and bridges on the State Highway System and such use causes damage, immediately, at no expense to the Department, repair such Road or Bridge to as good a condition as before the hauling began.

7-11.5 Utilities.

7-11.5.1 Arrangements for Protection or Adjustment DELETE AND INSERT THE FOLLOWING:
Unless otherwise specified, all references to utility Work, conflicts, relocation, coordination, adjustments, permits, utility pay items, and similar references shall be considered separate and distinct from Roadway and Bridge items and shall pertain to all utilities including Palm Beach County Water Utilities Department (PBCWUD) and Palm Beach County Traffic Division. The Contractor shall be responsible to be familiar with and assure that all utility related Work be performed in accordance with each respective utility department's minimum engineering and construction standards.

Sufficient time has been allotted in the Contract time for the Contractor to coordinate the installation and relocation, if necessary, of all utilities.

The Contractor shall be responsible to ascertain the exact location of all utilities prior to construction regardless of information which may be indicated on the drawings. Utilities shall be located and marked in the field.

The Contractor shall be responsible to verify if "other" utilities (not shown in the Plans) exist within the area of construction. Should there be utility conflicts, the Contractor shall inform the

Engineer and notify the respective utility owners to resolve utility conflicts and utility adjustments, as required.

The Contractor shall plan his Work and conduct his construction operations in cooperation with the various utility companies. The Contractor shall use extreme caution where construction is performed in proximity to utilities, and the Engineer and the respective utility owner shall be notified when any Work may conflict with the utilities.

The Contractor shall make all necessary arrangements with the Utility Companies concerned for the maintenance of their lines during the construction period. In the event that complete relocation of utilities has not been accomplished prior to the effective date of the "Notice to Proceed", the Contractor nevertheless shall commence to Work under this Contract and schedule his Work to avoid interference with the utility relocation Work. The Department will not be liable for any damage to any utilities due to any action by the Contractor.

7-12 Responsibility for Damages, Claims, etc.

7-12.1 Contractor to Provide Indemnification DELETE AND INSERT THE FOLLOWING:

The Contractor shall protect, indemnify, defend, reimburse, save, and hold harmless the Department and all of its officers, agents, and employees from and against all suits, actions, claims, demands, liability, expense, loss, cost or causes of action of any kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of, because of, during, or due to the acts or omissions commission of the Contractor, its officers, agents, or employees or as a result of their performance of the terms of the Contract. In the performance of the Contract, neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents, or employees.

The Contractor shall include the provision in any and all agreements with subcontractors executed in connection with this Contract.

Unless otherwise noted herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Contractor.

7-13 Insurance DELETE AND INSERT THE FOLLOWING:

7-13.1 General

Unless otherwise specified in this Contract, or approved by the Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the Contract and the performance of Work, including the warranty period, insurance coverage with limits, including endorsements, not less than those set forth in the Insurance Coverage and Limit Table below and with insurers and under forms of policies acceptable to the Department. Contractor shall furnish

to the Department Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) Calendar Days of the date of the letter of Intent to Award, but in any event, prior to execution of the Contract by the Department and prior to commencement of Work. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirements contained herein as to types and limits, as well as the Department's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

7-13.1.1 Commercial General Liability Insurance

Furnish and maintain a standard Insurance Service Office (ISO) version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Personal Injury, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U (X = Explosion; C = Collapse; U = Underground) Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.2 Business Automobile Liability Insurance

Furnish and maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

7-13.1.3 Workers' Compensation and Employer's Liability Insurance

Furnish and maintain Workers' Compensation Insurance and Employer's Liability, including Federal Act endorsement for U.S. Longshore and Harbor Workers' Compensation Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the Work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing Work in the Construction Industry, or proof of Workers' Compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement.

If any Work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Contractor's Workers' Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis. Contractor shall defend, indemnify and save the Department harmless from any damages resulting to them for failure of Contractor to take out or maintain such insurance.

7-13.1.4 Additional Required Insurance

Furnish and maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of Equipment for which each insurance coverage described below has been designed specifically to provide coverage for when Work involves.

7-13.1.4.1 Railroad Protective Liability Insurance

With respect to any of the Work involving construction of a railroad grade crossing, overpass or underpass structure, or a railroad crossing signal installation, or any other Work or operations by the Contractor within the limits of the railroad right of way, including any encroachments thereon from Work or operations within the vicinity of the railroad right of way the Contractor shall furnish to the Department for transmittal to the railroad company, an original insurance policy which, with respect to the operations the Contractor or any of its subcontractors perform, will provide for and in behalf of the railroad company, Railroad Protective Liability Coverage. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein and conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Transmittal 350, dated October 1, 1982, and any supplements or revisions. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.2 Watercraft Liability Insurance

With respect to any of the Work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall furnish and maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either by way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.3 Aircraft Liability Insurance

With respect to any of the Work involving including fixed wing or helicopter aircraft, aircraft owned, hired, or borrowed, including the Contractor shall furnish and maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.2 Utility Owners Protective Liability Insurance

When the Work under the Contract involves the installation of attachments to joint-use utility poles, the Contractor shall furnish evidence to the Department that, with respect to the operations the Contractor performs, his Commercial General Liability is endorsed with a Broad Form Contractual Endorsement covering the below indemnification or the Department and Utility Company are to be an Additional Named Insured on the policy.

The Contractor hereby agrees to indemnify, defend, save and hold harmless the Department and any owner of Equipment attached to or supported by a jointly used pole from all claims, liabilities and suits whether or not due to or caused by negligence of the Department or joint pole Equipment owners for bodily injury or death to person(s) or damage to property resulting in connection with the performance of the described Work by Contractor, its subcontractors, agents or employees.

7-13.3 Satisfying Limits Under an Umbrella Policy

If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The Department and any other applicable entities shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete Follow-Form basis without exceptions and stated as such on the Certificate of Insurance.

7-13.4 Additional Insured

The Contractor agrees to endorse the Department and any other required entity as an Additional Insured on each insurance policy required to be maintained by the Contractor, except for Workers' Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, and utility owners protective, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree that the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

7-13.5 Additional Requirements

7-13.5.1 Waiver of Subrogation

The Contractor agrees, by entering into this Contract, to a Waiver of Subrogation for each required policy providing coverage during the Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

7-13.5.2 Right to Review & Adjust

The Contractor shall agree, notwithstanding the foregoing, that the Department, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the Department reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, the Department shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

7-13.5.3 No Representation of Coverage Adequacy

The coverages and limits identified in the table have been determined to protect primarily interests of the Department only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

7-13.5.4 Certificate of Insurance

Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage, cancellation notice, and terms and conditions set forth herein.

In the event the Department is notified that a required insurance coverage will be cancelled or non-renewed during the period of this Contract, the Contractor shall furnish prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall not continue to Work pursuant to this Contract unless all required insurance remains in effect.

The Department shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Department.

The Department Reserves The Right To Withhold Payment, But Not The Obligation, To Contractor Until Coverage Is Reinstated. If The Contractor Fails To Maintain The Insurance As Set Forth Herein, The Department Shall Have The Right, But Not The Obligation, To Purchase Said Insurance At Contractor's Expense.

7-13.5.4.1 Additional Requirements for Certificates of Insurance

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its

officers, agents and employees as Additional Insured for all required insurance coverages, except Workers' Compensation and Business Auto Liability.

2. Shall clearly indicate project name and project number to which it applies.

3. Shall clearly indicate a notification requirement in the event of cancellation or non-renewal of coverage.

2. Evidence of renewal coverage or reinstatement of cancelled coverage must be provided in advance of any policy that may expire during the term of this Contract. Failure to provide such certificate shall result in automatic stoppage of the Work until such time as the renewal certificate is supplied.

3. Within forty-eight (48) hours of a request by the Department, and subsequently, prior to expiration of any of the required coverage throughout the term of this Contract, the Contractor shall deliver to the Department at the address below, unless otherwise directed by the Department, a signed Certificate(s) of Insurance, evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Engineering Department / Roadway Production Division
2300 N. Jog Road
Third Floor, West Wing
West Palm Beach, FL 33411

4. The Certificates of Insurance must be completed in the original and signed and returned to the Department along with Contracts and Sureties.

7-13.5.5 Deductibles, Coinsurance Penalties, & Self-Insured Retention

The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

7-13.5.6 Subcontractor's Insurance

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the Department, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

7-13.5.7 Insurance Coverage and Limit Table

The Contractor shall agree to maintain the coverage, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Limit Table as follows:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	**CONTRACTS LESS THAN $500,000**	**CONTRACTS $500,000 OR MORE**
COMMERCIAL GENERAL LIABILITY:		
Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
Additional Insured endorsement required:		
General Aggregate Limit must apply Per Project	Yes	Yes
COMPREHENSIVE AUTO LIABILITY:		
Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:		
Coverage not less than:	Statutory	
Employer's Liability Limits not less than:	$100,000/500,000/100,000	
WATERCRAFT LIABILITY:		
Limit of Liability not less than:	$1,000,000 per occurrence	
Additional Insured endorsement required:	Yes	
AIRCRAFT LIABILITY:		
Limit of Liability not less than:	$5,000,000 per occurrence	
When used to carry passengers (excluding aircrafts crew) coverage for Passenger Liability not less than:	$1,000,000 per passenger	
Additional Insured endorsement required:	Yes	
RAILROAD PROTECTIVE LIABILITY:		
Limit of Liability not less than:	$2,000,000 per occurrence $6,000,000 aggregate	
Additional Insured endorsement required:		
General Aggregate Limit must apply Per Project	Yes	
UTILITY OWNERS PROTECTIVE LIABILITY:		
Limit of Liability not less than:	$1,000,000 per occurrence	
Additional Insured endorsement required:	Yes	

7-14 Contractor's Responsibility for Work ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

In addition to the above, the Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane which occurs after the final acceptance of the entire Work (as specified in 580), but during any remaining portion of the 90-day establishment period.

7-16 Wage Rates for Federal-Aid Projects DELETE AND INSERT THE FOLLOWING:

For all projects that include Federal-aid participation, the Contract Documents contain requirements with regard to payment of predetermined minimum wages. Predetermined Wage Rate Decisions (U.S. Department of Labor provided Wage Rate Tables) exist for Heavy, Highway, and Building Construction Projects.

END OF SECTION

SECTION 8
PROSECUTION AND PROGRESS

8-3 Prosecution of Work

8-3.2 Submission of Working Schedule DELETE AND INSERT THE FOLLOWING:

Provide a schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress on each activity. Show each activity with a beginning Work date, a duration, and a monetary value. Include activities for procurement fabrication, and deliver of Materials, plant, and Equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

The Engineer will return inadequate schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 Calendar Days from the date of the Engineer's return transmittal.

Submit an updated Work Progress Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the updated schedule and respond within 7 Calendar Days of receipt.

By acceptance of the schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to submit either the corrected or an updated schedule in the time specified, the Engineer will withhold all Contract payments until the Engineer accepts the schedule.

8-3.5 Preconstruction Conference DELETE AND INSERT THE FOLLOWING:

After the award of Contract and prior to issuance of the Notice to Proceed a Pre-Construction Conference will be held between the Contractor, representative of the County Engineer's Office, representative of other municipalities concerned, utility companies, other Contractors affected by the Work and any other persons designated by the County Engineer's Office to have a material interest in the Work. The time and place of this conference will be set by the County Engineer's Office. The Contractor shall bring with him to this conference a copy of his proposed Work schedule for the job.

8-6 Temporary Suspension of Contractor's Operations

8-6.1 Authority to Suspend Contractor's Operations ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

In particular, the Engineer reserves the right to suspend Work on the project from December 15th to December 23, inclusive. The Engineer will give a minimum of thirty (30) Calendar Days notice of suspension. Prior to carrying out any Work on the project during the period of suspension, the Contractor shall obtain written approval from the Engineer.

8-6.1.1 State of Emergency DELETE AND INSERT THE FOLLOWING:

The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The Department, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension.

8-6.4 Suspension of Contractor's Operations-Holidays DELETE AND INSERT THE FOLLOWING:

Unless the Contractor submits a written request to Work on a Holiday at least ten Calendar Days in advance of the requested date and receives written approval from the Engineer, the Contractor shall not Work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract Time will be charged during these Holiday periods regardless of whether the Contractor's operations have been suspended. Contract Time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday periods.

The Contractor will be allowed additional Contract Time for each Working Day included in the Engineer directed suspension of Work between December 15th and December 23rd.During such suspensions, remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such Holiday periods.

8-7 Computation of Contract Time

8-7.2 Date of Beginning of Contract Time DELETE AND INSERT THE FOLLOWING:

The date on which Contract Time begins is the date stated in the Notice to Proceed.

8-8 Failure of Contractor to Maintain Satisfactory Progress

8-8.1 General: Pursue the Work to Completion DELETE AND INSERT THE FOLLOWING:

Satisfactory progress is an essential element of the Contract and, as Delay in the prosecution of the Work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the Work be pressed vigorously to completion. Moreover, the cost to the Department for the administration of the Contract, including engineering, inspection, and supervision, will be increased as the construction period is lengthened.

8-8.2 Regulations Governing Suspension for Delinquency DELETE AND INSERT THE FOLLOWING:

(a) A Contractor may be declared delinquent because of unsatisfactory progress on a Contract with the Department, when the Contract Time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet at least one of the following two tests:

(1) The percentage of dollar value of completed Work with respect to the total amount of the Contract is within ten percentage points of the percentage of Contract Time elapsed.

(2) The percentage of dollar value of completed Work is within ten percentage points of the dollar value which should have been performed according to the Contractor's own progress schedule previously approved by the Engineer.

In lieu of the ten percentage points stated in the two preceding paragraphs, twenty (20) percentage points may be allowed for a Contractor who, in the opinion of the Engineer, has adequate organization, Equipment, and financial resources to undertake other contract or subcontract Work without conflict or Delay in prosecuting Work under existing contracts let by the Department.

(b) A Contractor will be declared delinquent because of unsatisfactory progress on the Contract with the Department, under either of the following circumstances:

(1) The Contract Time allowed has been consumed and the Work has not been completed.

(2) The Contract Time allowed has not been entirely consumed the Contractor's progress at any check period does not meet either of the two tests described under the paragraphs headed (a) above (c).

A Contractor declared delinquent under the provisions of 8-8 will be disqualified from further bidding and also will not be approved as a subcontractor so long as the delinquent status exists. Also, any individual, firm, partnership or corporation, affiliated with a delinquent Contractor for either personnel, Equipment or finances, shall likewise be disqualified.

(c) The Contractor may appeal in writing to the Department for relief from disqualification status. The Department will act upon any appeal within thirty (30) Calendar Days after the filing thereof, and will promptly notify the appellant of the action taken.

(d) A Contractor disqualified under the requirements of this Article will be removed from such status upon receipt of evidence from the Construction Coordination Division that his progress is no longer delinquent, provided the Contract Time has not elapsed.

(e) The principal progress check period will occur monthly, upon the Department's receipt of the Contractor's monthly estimates. Postings will generally be completed by the first week of each month, and preliminary notices of delinquency will be sent to the Contractor immediately thereafter, and confirmed by certified mail.

(f) No Contractor given such a preliminary notice of delinquency will be finally declared delinquent until a period of ten Calendar Days after the preliminary notice has elapsed. During this ten-day period, the Contractor may request and provide support for any extensions of time, or other considerations which would affect the delinquency.

(g) Final notification of delinquency will be made and verified by certified mail after the expiration of this ten-day period, provided no extensions of time or other considerations are deemed proper by the County Engineer, and provided the delinquency status has not been corrected.

(h) The Engineer may grant extensions of time during the prosecution of the Work, as allowed under the Contract, regardless of the Contractor's delinquency status.

8-9 Default and Termination of Contract

8-9.2 Termination of Contract for Convenience DELETE AND INSERT THE FOLLOWING:

The Department may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon such notice,

Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits on account thereof. As the sole right and remedy of Contractor, the Department shall pay Contractor in accordance with Subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

A. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:

1. Immediately discontinue Work on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for Materials, services, or facilities, other than may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Department of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to the Department those orders and subcontracts and revoke agreements specified in such notice;

4. The Contractor agrees to assign all subcontracts required for performance of this Contract to the Department;

5. The Contractor shall include in all subcontracts, Equipment leases and purchase order, a provision requiring the subcontractor, Equipment lessor or supplier, to consent to the assignment of their subcontract to the Department;

6. Assist the Department, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Department under the Contract; and

7. Complete performance of any work which is not terminated.

B. Upon any such termination, the Department will pay to Contractor an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.

2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Subparagraph A.3. above.

3. The verifiable costs incurred pursuant to Subparagraph A.5. above.

4. Any other reasonable costs which can be verified to be incidental to such termination of Work.

The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed by Contractor.

Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the Contract price including all incurred costs described herein.

The Department shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

8-10 Liquidated Damages for Failure to Complete the Work

8-10.2.1 Amounts Reasonable/No Penalty ADD THE FOLLOWING SUB-ARTICLE:

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by Department as a result of Contractor's Delay, and that said amounts are not a penalty nor will ever be contested as reflecting the imposition of a penalty against Contractor.

END OF SECTION

SECTION 9
MEASUREMENT AND PAYMENT

9-2 Scope of Payments

9-2.1.1 Fuels DELETE AND INSERT THE FOLLOWING:

The Department will make no price adjustments for fuels.

9-2.1.2 Bituminous Material DELETE AND INSERT THE FOLLOWING:

Department will adjust the Bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which Bids were received.

Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when Bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15th of each month at the following URL: **http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm**

Refer to the "Liquid Asphalt Calculation" table provided in the Special Provisions of these documents.

9-3 Compensation for Altered Quantities

9-3.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

The Contractor is advised that all items may be increased, decreased or deleted from the Contract, as directed by the Engineer. Whenever change or combination of changes in the Plans results in total elimination or substitution of any item included in the original Contract quantities, no allowance will be made for any loss of anticipated profits because of these changes, decreases or deletions of items.

The Contractor's attention is 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. The unit prices for the items of Work shall include the cost of all labor, Materials, Equipment, transportation, fuel and all other items incidental to or necessary for the completion of the item of Work.

Should the Contractor feel that the cost for any item of Work has not been established by the Bid Form or Basis of Payment, he shall include the cost for that Work in some other applicable Bid item, so that his Proposal for the project does reflect his total price for completing the Work in its entirety.

9-3.2.1 Error in Plan Quantity DELETE IN ITS ENTIRETY

9-5 Partial Payments

9-5.1 General DELETE AND INSERT THE FOLLOWING:

The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials, as specified herein below). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the unit prices for all Work performed, less an amount retained and less payments previously made. The amount retained shall be 5% of the value of Work completed. This retainage may be reduced to 2 1/2% of Contract amount at the discretion of the Department Engineer when said project exceeds 90% of the Contract amount.

The amount retained on water and sewer construction and adjustments included in the Contract shall be 10% of the monthly estimates until the Work is approved by the permitting agency. The retainage after approval/acceptance by the agency shall be in accordance with 9-5.1.

As an exception to the percentages for the amount to be retained on partial or monthly estimates as specified above, for contracts in which landscaping items constitute 50 per cent or more of the original Contract amount, 10 per cent of the value of Work completed shall be retained until the end of the 90-day establishment period for landscaping items or until final acceptance of the entire Contract Work; whichever of such is the later date.

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

9-5.5 Partial Payments for Delivery of Certain Materials

9-5.5.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

(7) Common Carrier Freight Rates. No adjustments shall be made for change in common carrier rates.

9-5.5.2 Partial Payment Amounts DELETE AND INSERT THE FOLLOWING:

The Contractor will receive progress payments on a monthly basis. The amount will be based on the Work done or completed (including delivery of certain Materials per 9-6). The progress payments shall be approximate only, and shall be subject to correction in the subsequent monthly estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the unit prices for all Work performed, less an amount retained and less payments previously made. The amount retained shall be 5% of the value of Work completed. This retainage may be reduced to 2-1/2% of Contract amount at the discretion of the County Engineer when said project exceeds 90% of the Contract amount.

On water and sewer construction, the amount retained and adjustments included in the Contract shall be 10% of the progress payments, up to 50% completion. After 50% completion, the retainage shall be reduced to 5% until the Work is approved by the permitting agency.

As an exception to the percentages for the amount to be retained on progress payments as specified above, for contracts in which landscaping items constitute 50 per cent or more of the original Contract amount, 10 per cent of the value of Work completed shall be retained up to 50% completion. After 50% completion, the retainage shall be reduced to 5% until the end of the 90-day establishment period for landscaping items or until final acceptance of the entire Contract Work; whichever of such is the later date.

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

The following partial payment restrictions apply:

(1) Partial payments for structural steel and precast prestressed items will not exceed 85% of the Bid price for the item. Partial payments for all other items will not exceed 75% of the Bid price of the item in which the material is to be used.

(2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-9 Interest Due on Delayed Payments DELETE IN ITS ENTIRETY

9-11 Change Order Approvals ADD THE FOLLOWING ARTICLE:

Change Orders shall be approved in accordance with existing Department policy per Resolution #R89-633 dated April 4, 1989 and the current PPM #CWF-050.

Department reserves the right to increase or decrease any of the unit quantities as necessary to complete the Work contracted. Such increases or decreases may be authorized by the Department's Engineer at the unit price(s) as Bid.

END OF SECTION

THIS SPACE LEFT BLANK INTENTIONALLY

GENERAL PROVISIONS

SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

All existing signs are the property of the Department. The Contractor shall stockpile the above mentioned signs and contact Traffic Operations (sign supervisor) at 233-3900 for pick-up. Signs must be kept in good condition or be responsible for reimbursement to Palm Beach County Traffic Division.

This section shall be governed by the following standards:

1. Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction"

2. "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD)

3. Florida Department of Transportation "Design Standards"

4. Florida Department of Transportation "Plans Preparation Manual"

5. "Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways"

In addition to the above Specifications, the following shall also apply:

Barricades, Lights and Cones

1. All barricades shall be maintained daily.

2. All Type III barricades shall have one Type A flashing light on each barricade. When extremely hazardous conditions exist, two Type B flashing lights shall be used. Extremely hazardous conditions shall be determined by Palm Beach County Engineering Traffic Division. Drums, Type II barricades and barrier walls shall have one Type C steady burning light.

Flag Person and Vests

1. The flagger shall be trained in the proper manner as set forth in the MUTCD and certified as per Section 102 FDOT Specifications for Road and Bridge Construction. Each flagger shall have a certification card with them when flagging. Certification cards shall have the flagger's name, date of certification and expiration date.

    - If the person flagging traffic does not have the Certification, or the name is not on the list of approved flaggers, the flagger shall be replaced immediately with a certified flagger. There will be no lane closure until that time.

- At the pre-construction meeting, the contractor may submit a list of certified flaggers. This list must include the same information as the flagger(s)' certification card(s).

2. All construction personnel shall wear a retro-reflective orange or strong yellow/green vest/garment during daytime or nighttime operations when working within the Right-of-Way (Class 2 or 3 per MUTCD).

   A. Ensure that these vest/garments be worn whenever workers are within the Right-of-Way. Workers operating machinery or Equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets.

   B. Require Contractor personnel to wear retro-reflective orange or strong yellow/green vest/garment during daytime or nighttime operations.

   C. Replace faded vest/garments, as determined by the Inspector.

Flashing Arrow Boards

1. Flashing arrow boards shall be used on any four (4) lane or larger Roadway where traffic is being channelized or diverted, or as directed by the Palm Beach County Traffic Engineering Department. Flashing arrow boards shall conform with Section 6F-56 MUTCD /Type B or C only. Solar arrow boards shall be used.

Traffic Signals

1. A minimum of seventy-two hours notice must be given to Traffic Division (684-4030) prior to Work requiring the realigning of traffic signals.

2. The Department will charge for traffic signals to be realigned to accommodate MOT.

3. No material shall be disturbed within 6' of a traffic pole or within the specified distance of a guy wire and anchor to a depth greater than 2' as shown in Figure 1 in the General Provisions unless approved by and coordinated with Palm Beach County Traffic Operations. Contact Traffic Operations at (561) 233-3900, 24 hours in advance of any excavation. Failure to comply with the above shall result in the prime contractor incurring all costs incurred as a result of damage to the traffic signal installation. These costs shall be paid 30 days from date of invoice or the following pay estimate will be withheld until payment is made or the cost may be deducted from the pay estimate.

4. Line locates will be given. However, a twenty-four hours' notice must be given.
   If new traffic poles are to be installed it shall be the contractor's responsibility to provide final stabilized grade within 4"-6" along with Right-of-Way locations at the intersection.

The contractor shall have a 2-hour window for their change-over that is 1 hour before and one hour after the scheduled change-over time. After that the contractor shall be responsible for all cost incurred for the Delay.

102-1.1 General

1. Contractor shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed.

2. All Highway Equipment shall have a Slow Moving Vehicle sign with either a flasher or a beacon operating when the Equipment is operating.

3. During peak hours 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 7:00 P.M. left turn and through lanes shall not be blocked without permission from the Traffic Engineer.

4. Any manholes/valves in the travel way shall have 50" width of asphalt extending from the edge for every 1" inch of height.

Pedestrians

1. When pedestrian movement through or around a worksite is necessary, the Contractor shall provide a separate, safe footpath without abrupt changes in grade or terrain.

    - If one (1) or two (2) pedestrian ways are provided (exist) prior to the start of a project, only one (1) has to be maintained.

2. Places where pedestrians are judged especially vulnerable to impact by vehicles, all foot traffic should be separated and protected by longitudinal positive barrier systems.

3. Pedestrian detours are not to exceed 300 feet from the closure to a signalized or Palm Beach County approved alternative crossing location. The Contractor is to provide a safe and reasonable alternate route including pedestrian detours, diversions and flaggers to assist pedestrians around the work area when applicable.

4. Sidewalks within school zones/areas shall be maintained during morning start and afternoon dismissal times unless otherwise approved by the Engineer. Otherwise, direct detours shall be provided such that students will not be diverted for more than 100 feet. Temporary guarded crossings provided by the Contractor shall be utilized when needed.

102-3.2 Worksite Traffic Supervisor

Certification must be through American Traffic Safety Services Association (ATSSA) or FDOT approved Advanced Maintenance of Traffic course certification.

102-4 Temporary Traffic Control Plan. (TTCP) DELETE IN ITS ENTIRETY AND INSERT THE FOLLOWING:

The Temporary Traffic Control Plan (TTCP) for traffic control around or through work sites should be developed with safety receiving a high priority. The TTCP should include protection at work sites when Work is in progress and when operations have been halted (such as during the night) or from the time Work is completed until the final. Provisions for the protection of work crews, traffic control personnel, pedestrians, and motorists shall be included.

The temporary traffic control plan shall include the following:

TTCP to be prepared and signed by the Work Site Traffic Supervisor as certified by the American Traffic Safety Services Association or FDOT approved Advanced Maintenance of Traffic course or a Professional Engineer.

1. A copy of the signer's certification, contractor's name, and 24 hour phone number of the work site traffic supervisor shall be on the TTCP.

2. The TTCP shall include: north arrow; drawn by; lane usage; type and location of all signs, lights, barricades, striping, barriers, traffic signals; all side-streets; change-overs; sidewalks; Retro-reflective Pavement Markers (RPM); pavement markings; school zones; crosswalks; Palm Tran bus stop and railroad crossings.

3. Plans may be drawn to scale; however, dimensions shall be shown.

4. Variable Message Sign (VMS) and the messages.

    a. Road Closures – VMS boards shall be installed 10 days prior to Work beginning until 10 days after Work completion. If the Road closer is on a thoroughfare Road then the VMS board shall be installed for the entire Contract Time.

    b. Traffic Shifts – VMS boards shall be installed 7 Working Days prior to Work until 7 Working Days after Work completion.

5. Location and geometry for transitions, detours, and diversions (includes buffer space and taper length).

6. No change-overs are allowed on Monday or Friday, the day before a Holiday or during AM or PM peak traffic, and are discouraged at signalized intersections.

7. All Plans shall be submitted through the Palm Beach County Construction Coordination Division.

8. Lane closures in front of schools shall avoid disruption to school traffic during school arrival and dismissal times.

9. The Contractor shall comply with the current MUTCD and FDOT Standard Plan Index 102 series and Palm Beach County Standards for all MOT.

10. The Contractor shall provide MOT for each phase of construction within 60 days of phase implementation.

11. Supporting calculations shall be provided for all proposed horizontal curves.

The TTCP approval is as follows:

A. 1 to 7 days for most Plans

B. 7 days when a signal or flasher is involved

C. 10 days for a traffic switch or for Road closures

Time may vary based on the complexity of the TTCP Consideration should be given to these time frames when scheduling the Work.

Palm Beach County Traffic Engineering Division will handle all news releases, notifying police, fire, etc.

The TTCP is good for 60 days. If the TTCP has not been implemented by then, a new approval will be required.

TTCP must have dates and times of operation requested.

In no case may the contractor begin Work until the TTCP has been approved in writing by the Palm Beach County Traffic Engineering Division. Field modifications may be made with the approval of a representative of the Palm Beach County Traffic Engineering or Construction Coordination Divisions. Failure to comply with the above may result in permanent reduction of the pay item of "Maintenance of Traffic" on a prorated basis or $1,000.00 per day, whichever is higher.

Cost for Temporary Traffic Control Plans shall be made on a Lump Sum basis, and shall include all the above requirements.

Cost for Temporary Traffic Control Plans shall be included in Maintenance of Traffic items and shall include all of the above requirements.

102-5.4 Crossings and Intersections DELETE AND INSERT THE FOLLOWING:

Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any Road or Street crossing the project unless approved by the Engineer.

Maintain all existing actuated or traffic responsive mode signal operations for main and side Street movements for the duration of the Contract. (See 102-7.1)

102-5.7 Flagger DELETE AND INSERT THE FOLLOWING:

Provide trained flaggers in accordance with FDOT and MUTCD requirements.

102-6.2 Construction DELETE AND INSERT THE FOLLOWING:

Plan, construct, and maintain detours for the safe passage of traffic (both vehicular and pedestrian) in all conditions of weather. Provide the detour, to the Department, with all facilities necessary to meet this requirement.

102-6.6 Operation of Existing Movable Bridges DELETE IN ITS ENTIRETY

102-7 Traffic Control Officer

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone, when the following types of Work are necessary on projects:

1. Traffic control in a signalized intersection when signals are overridden.

2. When Standard Index No. 619 is used on Interstate at nighttime and required by the Plans.

3. When pacing/rolling blockade specification is used.

4. During the night time milling or paving, if the lane adjacent to the Work area is open to traffic, the Traffic Control Officer shall be present with flashing lights, operating on their vehicle.

5. As required by the Engineer.

6. Provide uniformed laws enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic through the work zone, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the Temporary Traffic Control Plans. The Contractor shall make a request for the use of this item in writing to Construction Coordination Division. The request will be reviewed and responded to in writing. The Contractor shall supply a breakdown of police activity for every 4 hour period.

ADD THE FOLLOWING SUBARTICLE:
102-9.9.1 Portable Changeable (Variable) Message Sign (PCMS) (Non-MOT)

Furnish VMS board in accordance with 102-9.9, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the TTCP.

102-9.12 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-9.14 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-9.15 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY

102-9.16 Automated Flagger Assistance Devices DELETE IN ITS ENTIRETY

102-10 Work Zone Pavement Marking

1. All temporary pavement markings shall be done in a professional manner without weaves and/or bows. No over-painting shall be allowed.

2. Temporary RPM's shall be installed at an 1 inch offset to lane lines, skips, gore or crosshatched area within the work zone. The spacing shall be 40 feet on tangent section and 20 feet on transitions and curves (including edge lines). Damaged or missing R.P.M.'s shall be replaced on a daily basis. The RPM's shall have a maximum width of 5 inches and a maximum height of 0.75 inch. The minimum area of each reflective face shall be 3.50 square inches. RPM's shall be bonded to the pavement or concrete with epoxy, alkyd thermoplastic or bituminous adhesive.

3. Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape, paper tape or paint meeting both State and Department Specifications.

4. Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Department. All final course pavement markings shall consist of foil-backed tape. The temporary pavement markings shall be installed in accordance with the typicals in the General Provisions.

5. All temporary tape skip-line pavement markings shall be at least four (4) feet in length with a maximum gap of thirty-six (36) feet. A two (2) foot stripe with a maximum gap of eighteen (18) feet may be used for Roadways with severe curvature, or as directed by the Department.

6. All painted lines shall conform to size and color requirements of the MUTCD, Part III. The thickness shall not be less than fifteen (15) mils with six (6) to six and one quarter (6 ¼) pounds of beads per gallon of paint. Both shall be applied uniformly. All painted lines shall be refurbished if at any time the reflectively falls below 150 mini-candles. A normal width line is 6" paint or tape.

7. Black-out shall not be used to obliterate pavement markings. Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Engineer.

8. If a school zone exists, it must be maintained including crosswalks, school messages and signs.

9. It shall be the contractor's responsibility to adjust existing signing, add new signing, and remove or add pavement marking on approaches to the project.

10. The last temporary pavement markings for the project's final condition shall be incidental to the Maintenance of Traffic item. They shall be placed in the location of the future permanent pavement markings.

102-10.1 Description DELETE THE LAST PARAGRAPH IN ITS ENTIRETY

102-10.2 Removable Tape DELETE IN ITS ENTIRETY

102-10.2.1 General DELETE IN ITS ENTIRETY

102-10.3.1 Application DELETE IN ITS ENTIRETY

102-10.3.3 Retro-reflectivity DELETE IN ITS ENTIRETY

102-10.3.4 Removability DELETE IN ITS ENTIRETY

102-10.4 Work Zone Raised Pavement Markers (WZRPM's)

Apply all markers in accordance with Palm Beach County Typical T-P-18, or as otherwise revised.

102-10.4 Paint and Glass Beads

102-11 Method of Measurement

102-11.1 General

Devices installed/used on the project on any Calendar Day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price MOT, Lump Sum and shall include all items required to implement the approved Temporary Traffic Control Plan (TTCP).

Unless otherwise specified, all devices / items specified in 102-11 shall be incidental to the pay item: M.O.T., on a Lump Sum basis.

102-11.2.1 Traffic Control Officers (Non-MOT)

The quantity to be paid for will be at a unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicle(s).

Payment will be made only for those traffic control officers not incidental to the TTCP requirements and when authorized by the Engineer under the pay item: Traffic Control Officers (Non-MOT) per hour.

102-11.3 Special Detours DELETE IN ITS ENTIRETY

102-11.15.1 Changeable (Variable) Message Sign (NON-MOT)

The quantity to be paid for will be the number of changeable (variable) message signs certified as installed/used on the project when directed by the Engineer and not a requirement of the TTCP.

Payment will be made for each Changeable (Variable) message sign that is used during the Contract period under the pay item Changeable (Variable) Message Sign (Non-MOT) per each per day.

102-11.20 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-11.21 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY

102-11.22 Work Zone Pavement Markings DELETE AND INSERT THE FOLLOWING:

The quantities, furnished and installed shall be those that are required for the project and shall be incidental to MOT, Lump Sum.

102-12.1 Submittal Instructions DELETE IN ITS ENTIRETY

102-12.2 Contractor's Certification of Quantities DELETE AND INSERT THE FOLLOWING:
When requested by the Department, Contractor shall submit a certification of the material used.

Ensure that the certification consists of the following: Project Number, Certification Number, Certification Date and the period that the certification represents.

102-13 Basis of Payment

102-13.1 Maintenance of Traffic (General Work) DELETE AND INSERT THE FOLLOWING:

When an item of Work is included in the Proposal, price and payment will be full compensation for all Work and costs specified under this Section except as may be specifically covered for payment under other items. Maintenance of Traffic (General Work) shall also include all items required to implement the approved Temporary Traffic Control Plans (TTCP).

Unless otherwise specified, all devices / items specified in 102-13 shall be incidental to the pay item: MOT, on a Lump Sum basis.

102-13.2.1 Traffic Control Officers (Non-MOT) DELETE AND INSERT THE FOLLOWING:

Price and payment will be full compensation for the services of the traffic control officers for instances when directed by the Engineer and not a requirement of the TTCP.

102-13.3 Special Detours DELETE IN ITS ENTIRETY

INSERT THE FOLLOWING SUBARTICLE:

102-13.15.1 Changeable (Variable) Message Sign (NON-MOT)

Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing changeable message signs when directed by the Engineer and not a requirement of the TTCP.

102-13.19 Safety Warning Transmitter DELETE IN ITS ENTIRETY

102-13.20 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-13.21 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY

102-13.22 Temporary Lane Separator DELETE IN ITS ENTIRETY

102-13.23 Payment Items DELETE AND INSERT THE FOLLOWING:

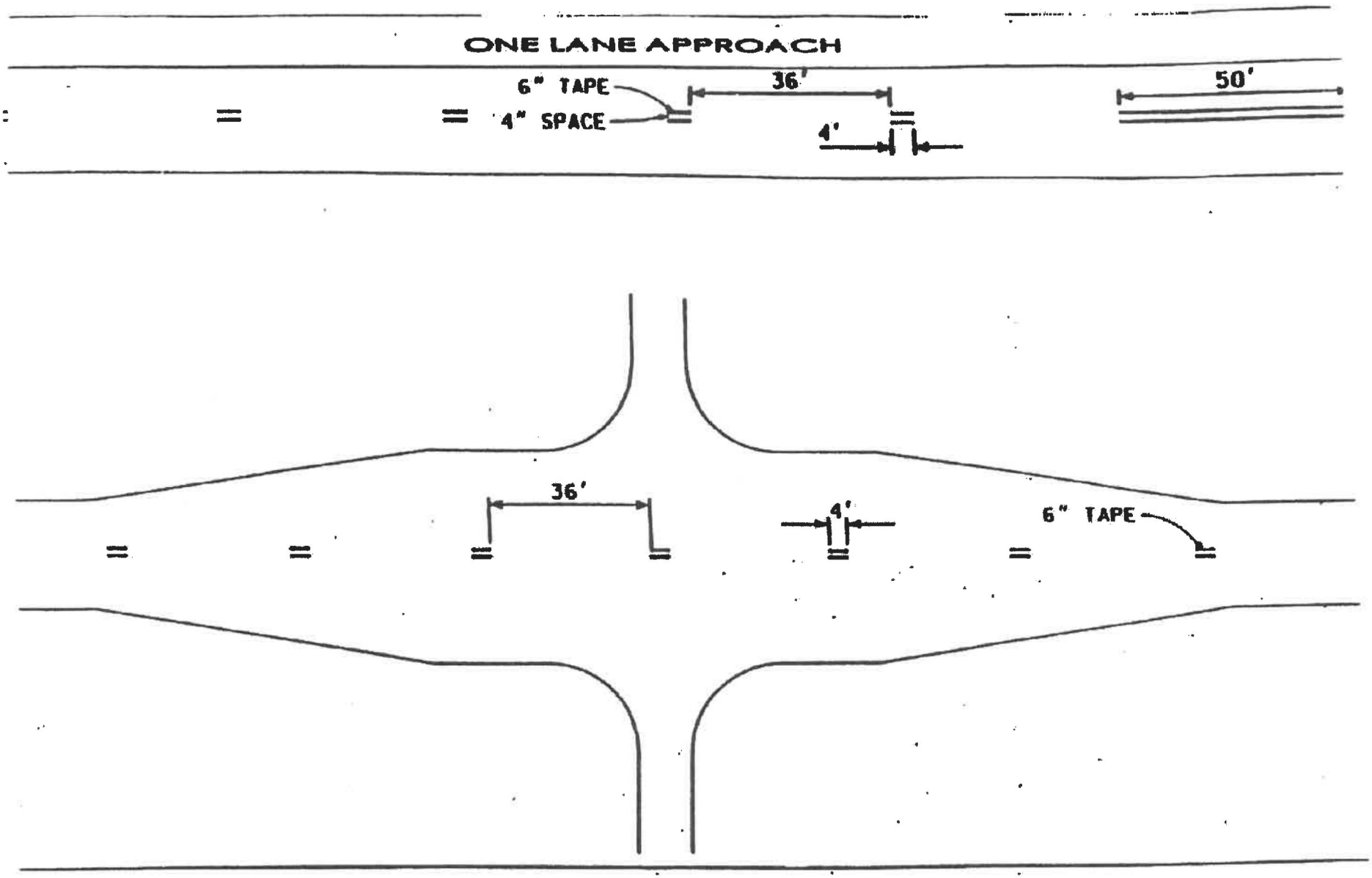
Payment will be made under:

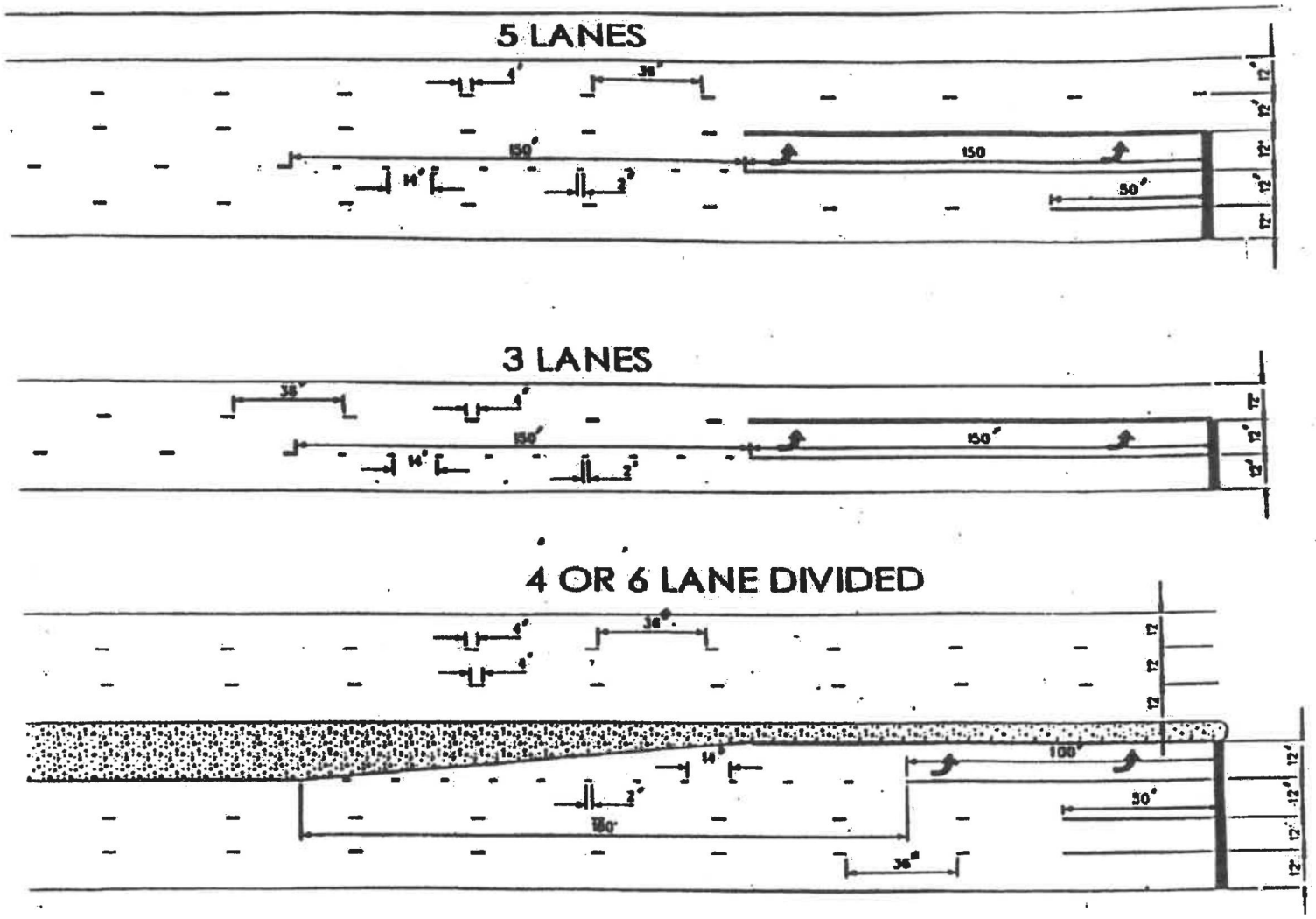
Item No. 102- 1- Maintenance of Traffic - lump sum.
Item No. 102- 14-1 Traffic Control Officers (Non-MOT) - per hour.
Item No. 102- 99-1 Changeable (Variable) Message Sign (Non-MOT) - per each per day.

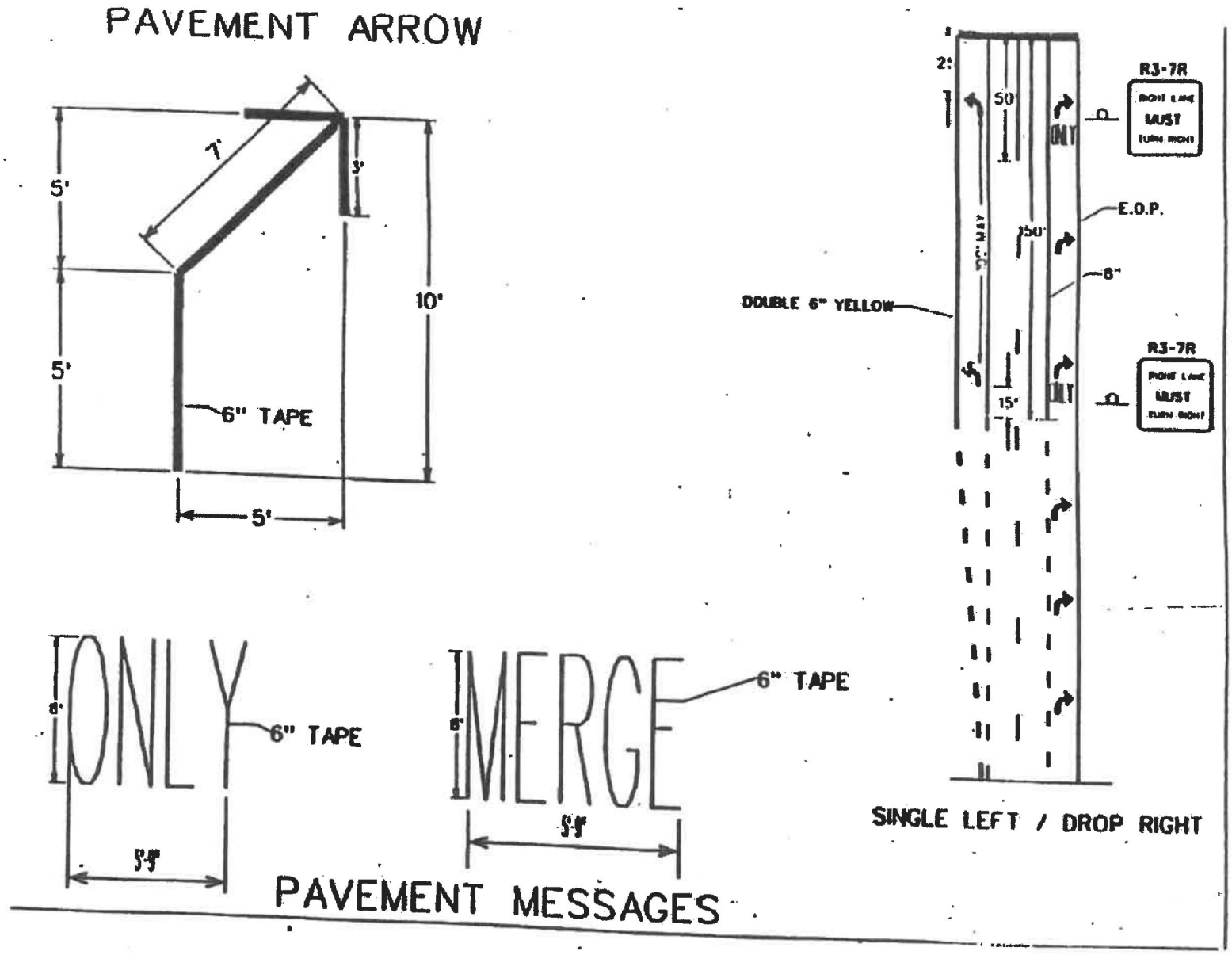
105-1.2.3 Notification of Placing Order DELETE AND INSERT THE FOLLOWING:

Order materials sufficiently in advance of their incorporation in the work to allow time for sampling, testing and inspection. Notify the Engineer prior to placing orders for materials.

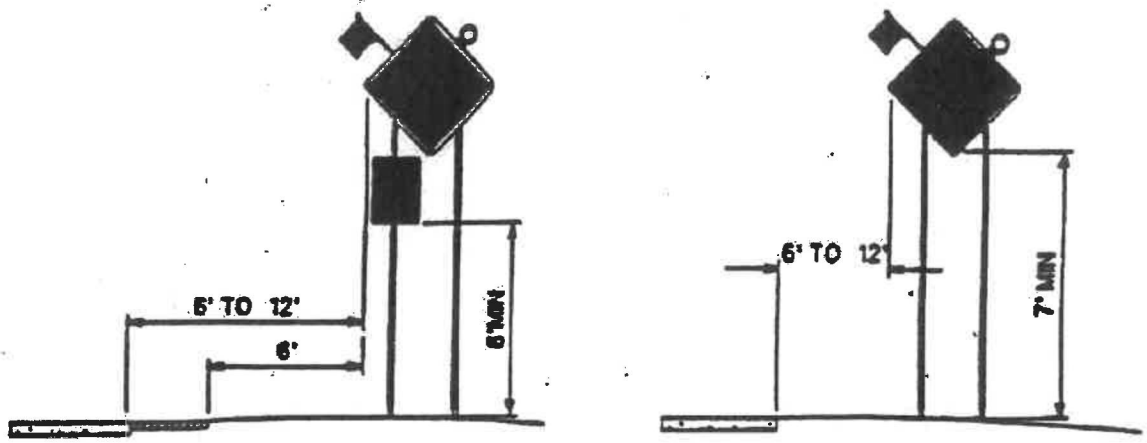
Submit to the Engineer a fabrication schedule for all items requiring commercial inspection at least 30 days before beginning fabrication. Items requiring commercial inspection will be identified in the Plans, Proposal, Special Provisions, Supplemental Specifications, or Technical Special Provisions of the Contract Documents. These items can include steel bridge components, moveable bridge components, pedestrian bridges, castings, forgings structures erected either partially or completely over the travelled roadway or mounted on bridges as overhead traffic signs (some of these may be further classified as cantilevered, overhead trusses, or monotubes) or any other item identified as an item requiring commercial inspection in the Contract Documents.


ONE LANE APPROACH
6" TAPE
4" SPACE
36'
4'
50'
36'
4'
6" TAPE


5 LANES
4'
36'
150'
150
14'
2'
50'
12'
12'
12'
12'
12'
3 LANES
36'
4'
150'
150'
14'
2'
12'
12'
12'
4 OR 6 LANE DIVIDED
36'
4'
4'
12'
12'
12'
14'
100'
2'
30'
180'
36'
12'
12'
12'
12'
12'


PAVEMENT ARROW
7'
3'
5'
10'
5'
6" TAPE
5'
ONLY
6" TAPE
8'
5'-9"
MERGE
6" TAPE
8'
5'-9"
PAVEMENT MESSAGES
R3-7R
50'
ONLY
E.O.P.
150'
6"
DOUBLE 6" YELLOW
R3-7R
15'
ONLY
SINGLE LEFT / DROP RIGHT

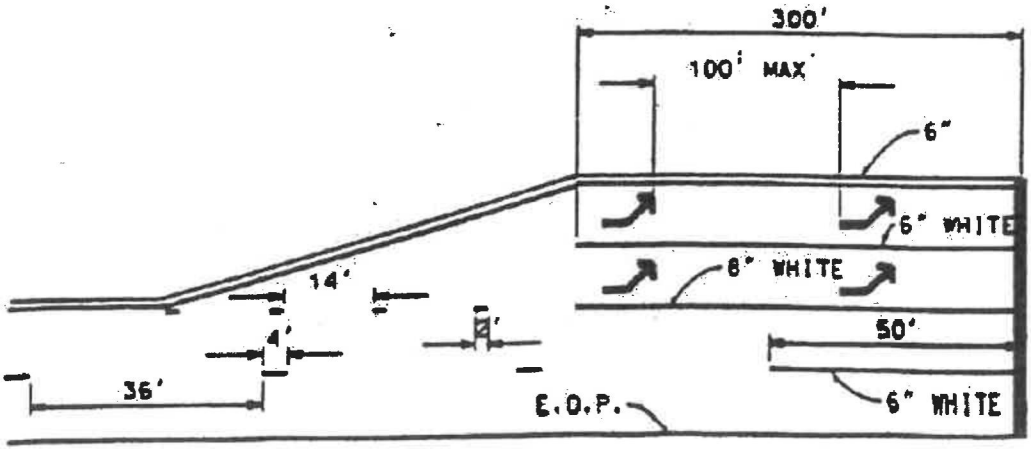
Signing For Long Term Stationary Projects



1.) If a seperator is to be signed it shall be a min. of 6' wide The signs shall be erected in such a way that they also conform with the 7' min. clearance.

2.) Other types of operation may be able to use the standard tri-pod mount as long as there is a min of 1' from the bottom of the sign to the ground.

DUAL LEFTS



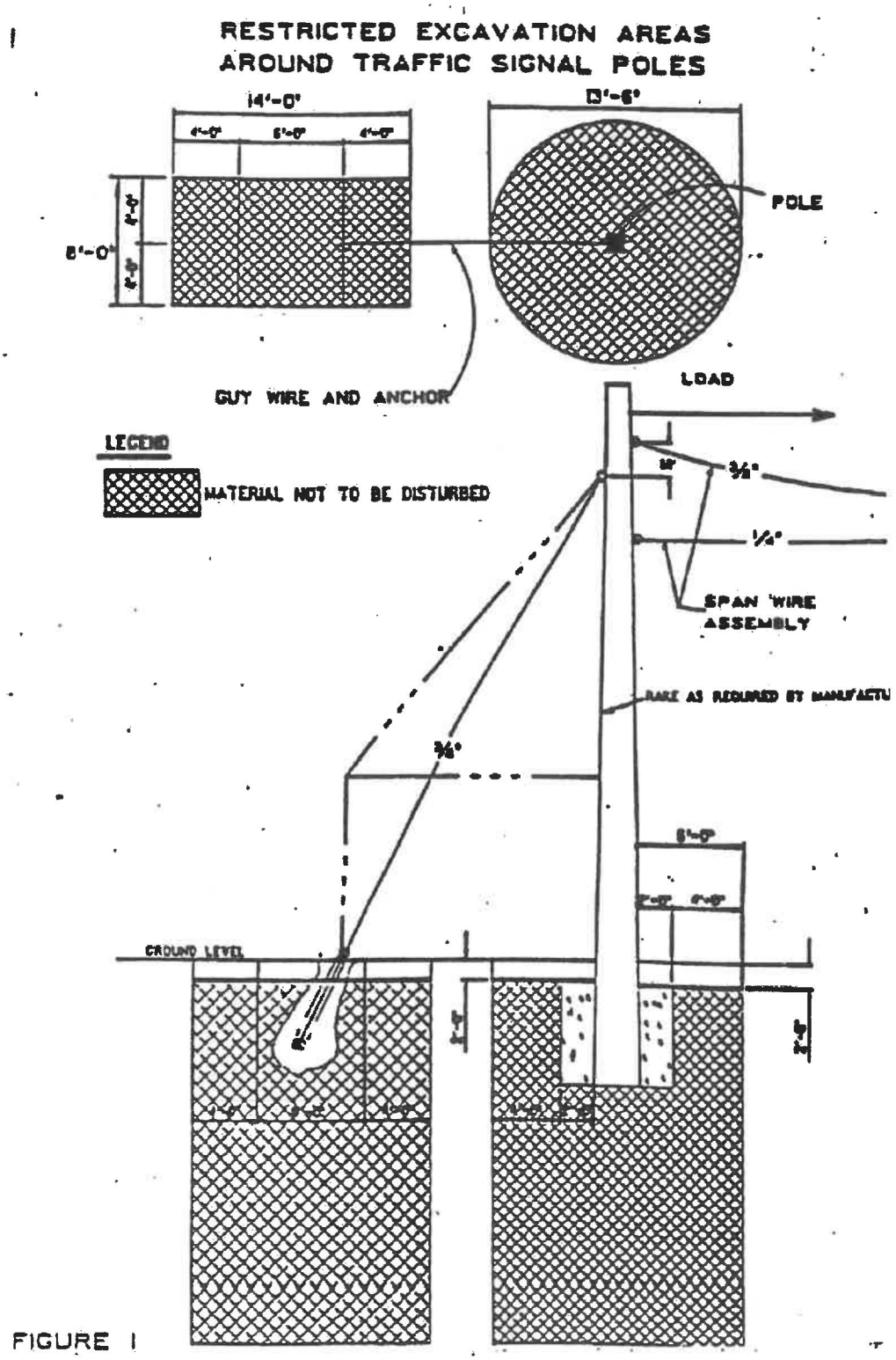


FIGURE 1

END OF SECTION

SECTION 300
PRIME AND TACK COATS

300-2.3 Tack Coat DELETE AND SUBSTITUTE THE FOLLOWING:

Unless the Contract Documents call for a specific type or grade of tack coat, use RA-500 meeting the requirements of 916-2, heated to a temperature of 250 to 300°F or undiluted Emulsified Asphalt Grades RS-1h, RS-2, CRS-1h, or NTSS-1hm meeting the requirements of 916-4. Heat RS-1h, RS-2, CRS-1h and NTSS-1hm to a temperature of 150 to 180°F. The Contractor may use RS-1h modified to include up to 3% naphtha to improve handling of the material during the winter months or at any other time, as approved by the Engineer.

For night paving, use RA-500 tack coat. The Engineer may approve RS-1h, RS-2, CRS-1h, or NTSS-1hm for night paving if the Contractor demonstrates, at the time of use, that the emulsion will break to allow paving in a timely manner and not affect the progress of the paving operation.

300-9 Method of Measurement DELETE AND SUBSTITUTE THE FOLLOWING:

No separate measurement shall be made for prime coat and tack coat material.

300-10 Basis of Payment DELETE AND SUBSTITUTE THE FOLLOWING:

No separate payment will be made for prime coat and tack coat material but the cost of same, including heating, hauling and applying (including sand or screening covering where required), shall be included in the Contract unit price per square yard for base or pavement courses, respectfully.

There is no direct payment for the Work specified in this Section, it is incidental to, and is to be included in the other items of related Work.

END OF SECTION

SECTION 330A
HOT BITUMINOUS MIXTURES –
GENERAL CONSTRUCTION REQUIREMENTS

SECTION 330A IS ADDED TO THIS SPECIFICATION

330A-1 Description

This Section specifies the general construction requirements for all plant-mixed hot bituminous pavements and bases. (More specific requirements pertaining to hot bituminous base and base widening construction are contained in Section 280.) This Section also includes the method of determination of the thickness of pavement to be paid for, when payment is on a square yard basis.

330A-2 Substitution of Types of Hot Bituminous Mixtures

Except for Asphaltic Concrete Friction Courses and other wearing surfaces, the Contractor will be allowed the option of substituting certain types of hot bituminous mixtures as follows:

(1) Type S-I Asphaltic Concrete may be substituted for any other type of mixture where the rate of application is specified to be not less than 75 lbs. per square yard.

(2) Type III Asphaltic Concrete may be substituted for Type n Asphaltic Concrete or Sand-Asphalt Hot Mix and Type II Asphaltic Concrete may be substituted for Sand-Asphalt Hot Mix.

In each case, the stability of the substituted mixture shall be at least as high as that of the mixture specified, and any substitution made shall be at no additional cost to the Department over that which would have accrued had the specified mixture been used.

330A-3 Limitations of Operations

330A-3.1 Weather Limitations

Plant operations shall not begin unless all weather conditions are suitable for the laying operations.

330A-3.2 Limitations of Laying Operations

330A-3.2.1 General

The mixture shall be spread only when the surface, upon which it is to be laid, has been previously prepared, is intact, firm and properly cured, and is dry. Unless otherwise approved by the Engineer, no mixture shall be spread that cannot be finished and compacted during daylight hours. Friction course shall not be placed until the adjacent shoulder area has been dressed and grassed.

330A-3.2.2 Temperature

The mixture shall be spread only when the air temperature (the temperature in the shade away from artificial heat) is 40°F and above for layers greater than one inch (100 lbs. per square yard) in thickness and 45°F and above for layers one inch (100 lbs. per square yard) or less in thickness (this includes leveling courses). No mixture shall be placed when there is evidence that the base is frozen.

330A-3.2.3 Wind

The mixture shall not be spread when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are being deposited on the surface being paved, to the extent that the bond between layers will be diminished.

330A-4 Preparation of Asphalt Cement

The asphalt cement shall be delivered to the asphalt plant at a temperature not to exceed 350 degrees F and the transport tanks shall be equipped with sampling and temperature sensing devices meeting the requirements of 300-3.2 and 300-3.3, respectively. The asphalt cement in storage shall be maintained within a range of 230 degrees F to 350 degrees F in advance of mixing operations. Heating within these limits shall be constant and wide fluctuations of temperature during a day's production will not be permitted.

330A-5 Preparation of Aggregates

330A-5.1 Stockpiles

Each aggregate component sba11 be placed in an individual stockpile, which shall be separated from the adjacent stockpiles, either by space or by a system of bulkheads. The intermingling of different Materials in stockpiles shall be prevented at all times. Each stockpile, including RAP, shall be identified as shown on the Department Mix Designs.

330A-5.2 Prevention of Segregation

Stockpiles shall be formed and maintained in a manner that will prevent segregation. If a stockpile is determined to have excessive segregation, the Engineer will disapprove the material for use on the project until the appropriate action has been taken to correct the problem.

330A-5.3 Blending of Aggregates

Blending or proportioning from railroad cars will not be permitted. All aggregates shall be stockpiled prior to blending or placing in the cold hoppers. All aggregates to be blended or proportioned shall be placed in separate bins at the cold hopper and proportioned by means of securely positioned calibrated gates or other approved devices.

330A-5.4 Cold Bins

330A-5.4.1 Adequacy of Bins

The separate bin compartments of the cold aggregate feeder shall be so constructed as to prevent any spilling or leakage of aggregate from one bin to another. Each bin compartment shall be of such capacity and design as to permit a uniform flow of aggregates. All the bin compartments shall be mounted over a feeder of uniform speed, which shall deliver the specified proportions of the separate aggregates to the drier at all times. If necessary, the bins shall be equipped with vibrators to insure a uniform flow of the aggregates at all times.

330A-5.4.2 Gates

Each bin compartment sha11 be provided with a gate which is adjustable in a vertical direction. The gate shall be so designed that it can be held securely at any specified vertical opening. The

gates shall be equipped with a measuring device for measuring the vertical opening of the gates from a horizontal plane level with the bottom of the feeder.

330A-5.5 Mineral Filler

If mineral filler is required in the mix, it shall be fed or weighed-in separately from the other aggregates.

330A-5.6 Heating and Drying

The aggregates shall be heated and dried before screening. The temperature of the aggregates shall be so controlled that the temperature of the completed mixture at the plant will fall within the permissible range allowed by these Specifications.

330A-5.7 Screening Unit

330A-5.7.1 Oversize Aggregate

Any oversized pieces of aggregate shall be removed by the use of a scalping screen. This oversized material shall not be returned to the stockpile for reuse unless it has been crushed and reprocessed into sizes that will pass the scalping screen.

330A-5.7.2 Screening

Unless otherwise permitted by the Engineer, the quantity of aggregates being discharged onto the screens shall not be in excess of the capacity of the screens to actually separate the aggregates into the required sizes. A maximum of ten percent plus-ten material will be permitted in the minus-ten bin. The maximum amount of minus-ten material allowed in the plus-ten bins will be determined by the Engineer, in accordance with its effect on the uniformity of the mix.

330A-5.8 Mixing Different Materials

Unless written permission is obtained, coarse aggregates of different types shall not be mixed; nor shall coarse aggregates of different types be used alternately in sections less than one mile in length.

330A-6 Preparation of the Mixture

330A-6.1 Batch Mixing

330A-6.1.1 Aggregates

The dried aggregates and mineral filler (if required), prepared in the manner previously described, and combined in batches to meet the job mix formula by weighing each separate bin size, shall be conveyed to the empty mixer.

330A-6.1.2 Bitumen

The hot asphalt cement, accurately measured, shall be introduced into the mixer simultaneously with, or after, the hot aggregates. Mixing shall continue until the mixture is thoroughly uniform, with all particles fully coated.

330A-6.1.3 Mixing Time

The mixing time shall begin when the measuring devices for both the asphalt and the aggregates indicate that all the material is in the mixer, and shall continue until the material begins to leave the mixing unit. The mixing time will vary in relation to the nature of the aggregates and the capacity of the mixer and shall be as designated by the Engineer but in no case shall it be less than 35 seconds.

330A-6.2 Continuous Mixing

The dried aggregates and mineral filler (if required), prepared as specified and proportioned to meet the job mix formula by volumetric measurements, shall be introduced into the mixer in synchronization with the accurate, feeding of the hot asphalt cement. The rate of flow of material to the pugmill shall be such that the maintained depth of the mix will not exceed the tips of the paddles when in the upright position. Mixing shall be sufficient to produce a thoroughly and uniformly coated mixture.

330A-6.3 Mixing Temperature

The ingredients of the mix shall be heated and combined in such a manner as to produce a mixture, which shall be at a temperature, when discharged from the pugmill or surge bin, within the range of 230°F to 310°F and within the tolerance shown in Table 330AA-1.

Table 330A-1 Temperature Tolerance From Job Mix Formula	
Any Single Measurement	+/- 25°F
Average of Any Five Consecutive Measurements	+/- 15°F

Any load or portion of a load of asphalt mix at the plant or on the Road with mix temperature exceeding 335°F shall be rejected for use on the project.

Temperature of the completed mixture shall be determined by a quick-reading thermometer through a hole in the side of the loaded truck immediately after loading. The hole shall be located within the middle third of the length of the body, and at a distance of from six to ten inches above the surfaces supporting the mixture. If a truck body already has a hole located in the general vicinity of the above specified location, this will be acceptable. At the Department's discretion, the temperature of the load may be taken over the top of the truck in lieu of using the hole in the side of the truck.

The mix temperature will be taken at the plant and the Roadway for each day for each design mix on the first five loads and an average of once every five loads thereafter. The temperature measurements at the plant shall be taken and recorded by the Contractor's personnel for review by the Department. The temperature measurements at the Roadway will be taken by the Department's Paving Inspector and be recorded on the backside of the delivery ticket. If the temperature exceeds the specified tolerance, the Contractor will be required to take immediate corrective action.

330A-6.4 Maximum Period of Storage: The maximum time that any mix may be kept in a hot storage or surge bin is 72 hours.

330A-6.5 Contractor's Responsibility for Mixture Requirements: The responsibility for producing a homogeneous mixture, free from moisture and with no segregated Materials, and meeting all requirements of the Specifications for the mixture, including compliance with the design limits, shall lie entirely with the Contractor. These requirements shall apply also to all mixes produced by the drum mixer process and all mixes processed through a hot storage or surge bin, both before and after storage.

330A-7 Transportation of the Mixture:
The mixture shall be transported in tight vehicles previously cleaned of all foreign material. The inside surface of the truck bodies after cleaning shall be thinly coated with soapy water or an approved emulsion containing not over five percent oil. The coating shall be applied prior to the first loading each day and repeated as necessary throughout the day's operations. After the truck bodies are coated and before any mixture is placed therein, they shall be raised to drain out all excess liquids. Each load shall be covered during cool and cloudy weather and at any time there is a probability of rain.

330A-8 Preparation of Application Surfaces

330A-8.1 Cleaning

Prior to the laying of the mixture, the surface of the base or pavement to be covered shall be cleaned of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming, where necessary.

330A-8.2 Patching and Leveling Courses

Where a surface course is constructed on an existing pavement or old base which is irregular, and wherever so indicated in the Plans, the existing surface shall be brought to proper grade and cross section by the application of patching or leveling courses.

330A-8.3 Application over Surface Treatment

Where a surface course is to be placed over a newly constructed surface treatment, all loose material shall be swept from the paving area and disposed of by the Contractor.

330A-8.4 Coating Surfaces of Contacting Structures

All structures which will be in actual contact with the asphalt mixture, with the exception of the vertical faces of existing pavements and curbs or curb and gutter, shall be painted with a uniform coating of asphalt cement to provide a closely bonded, watertight joint.

330A-8.5 Tack Coat

330A-8.5.1 Tack Coal Required

A tack coat, as specified in Section 300, will be required on existing pavements that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

330A.8.5.2 Tack Coat at Engineer's Option

A tack coat will be required on the following surfaces, only when so directed by the Engineer:

(1) Freshly primed bases.

(2) Surface treatment.

330A-9 Placing Mixture

330A-9.1 Requirements Applicable to All Types

330A-9.1.1 Alignment of Edges

All asphaltic concrete mixtures (including leveling courses), other than adjacent to curb and gutter or other true edges, shall be laid by the stringline method, to assure the obtaining of an accurate, uniform alignment of the pavement edge.

330AA-9.1.2 Temperature of Spreading

The temperature of the mix at the time of spreading shall be within +/-25°F of the established mix temperature selected by the Contractor. The minimum frequency for taking mix temperatures on the Road will be an average of one per five trucks. If the temperature fails to fall within the specified tolerance range, corrective action by the Contractor will be required.

330A-9.1.3 Rain, and Surface Conditions

Transportation of asphalt mixtures shall immediately cease from the plant when rain begins at the Roadway. Asphalt mixtures shall not be placed while rain is falling, or when there is water on the surface to be covered. As an exception, mixture caught in transit may be placed at the Contractor's risk if the only option is to waste this mixture, and provided the surface has been tacked (as required) prior to the rain and the surface broomed in front of the spreading operation. Such mixture will be evaluated separately and if it should prove unsatisfactory in any way, in the opinion

of the Engineer, it shall be removed and replaced with satisfactory mixture at the Contractor's expense.

330A-9.1.4 Speed of Spreader

The forward speed of the asphalt spreader shall be as established by the Engineer.

330A-9.1.5 Number of Crews Required

For each paving machine operated, the Contractor will be required to use a separate crew, each crew operating as a full unit. The Contractor's Certified Paving Technician in charge of the paving operations may be responsible for more than one crew but must be physically accessible to Project personnel at all times when mix is being placed.

330A-9.1.6 Checking Depth of Layer

The depth of each layer shall be checked at frequent intervals and adjustments shall be made when the thickness exceeds the allowable tolerance. When an adjustment is made, the paving machine shall be allowed to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

330A-9.1.7 Hand Spreading

In limited areas where the use of the spreader is impossible or impracticable, the mixture may be spread and finished by hand.

330A-9.1.8 Straightedging and Back-patching

Straightedging and back-patching shall be done after initial compaction has been obtained and while the material is still hot.

330AA-9.2 Requirements Applicable to Courses Other Than Leveling

330A-9.2.1 Spreading and Finishing

Upon arrival, the mixture shall be dumped in the approved mechanical spreader and immediately spread and struck-off to the full width required and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, will be secured. An excess amount of mixture shall be carried ahead of the screed at all times. Hand raking shall be done behind the machine as required.

330A-9.2.2 Thickness of Layers

Unless otherwise noted in the Plans each course shall be constructed in layers of the thickness shown on Standard FDOT Index No. 513. Type S-III Asphaltic Concrete sball be constructed in layers of the thickness of not less than 3/4 inch nor greater than 1 1/4 inches.

330A-9.2.3 Laying Width

If necessary due to the traffic requirements, the mixture shall be laid in strips in such a manner as to provide for the passage of traffic. Where the Road is closed to traffic, the mixture may be laid to the full width, by machines traveling in echelon.

330A-9.2.4 Correcting Defects

Before any rolling is started the surface sball be checked, any irregularities adjusted, and all drippings, fat sandy accumulations from the screed, and fat spots from any source shall be removed and replaced with satisfactory material. No skin patching shall be done. When a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture.

330A-9.3 Requirements Applicable Only to Leveling Courses

330A-9.3.1 Patching Depressions

Before any leveling course is spread, all depressions in the existing surface more than one-inch deep shall be filled by spot patching with leveling course mixture and then thoroughly compacted.

330A-9.3.2 Spreading Leveling Courses

All courses of leveling shall be placed by the use of two motor graders - one of which is equipped with a spreader box - unless otherwise shown in the Plans. Other types of leveling devices may be used after they have been approved by the Engineer.

330A-9.3.3 Rate of Application

When the total asphalt mix provided for leveling exceeds 50 pounds per square yard, the mix shall be placed in two or more layers, with the average spread of any layer not to exceed 50 pounds per square yard. When Type S-III Asphaltic Concrete is used for leveling, the average spread of a layer shall not be less than 50 pounds per square yard nor more than 75 pounds per square yard. The quantity of mix for leveling shown in the Plans represents the average for the entire project; however, the rate of application may vary throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require that all the leveling mix be placed prior to the widening operation.

330A-9.3.4 Placing Leveling Course over Existing Pavement

When a leveling course is specified to be placed over cracked concrete pavement (including existing concrete pavement covered with an asphaltic surface), the first layer of leveling shall be placed as soon as possible but no later than 48 hours after cracking the concrete. The remainder of the leveling course shall be placed in the normal sequence of operations.

330A-9.3.5 Removal of Excess 'Joint Material

Where a leveling course is to be placed over existing concrete pavement or Bridge decks, the excess joint filler in the cracks and joints shall be trimmed flush with the surface prior to placing the first layer of the leveling course.

330A-10 Compacting Mixture

330A-10.1 Provisions Applicable to All Types

330A-10.1.1 Equipment and Sequence

For each paving or leveling train in operation, the Contractor shall furnish a separate set of rollers, with their operators.
The following Equipment, sequence and coverage are suggested for use based on past successful performance; however, when density is required, the Contractor may select his own Equipment, sequence and coverage of rolling to meet the minimum density requirement specified. Regardless of the rolling procedure used, the final rolling must be completed before the internal pavement temperature has dropped below 175°F.

(1) Seal rolling, using tandem steel rollers (either vibratory or static) weighing 5 to 12 tons, following as close behind the spreader as is possible without pickup, undue displacement or blistering of the material. Vibratory rollers shall be used in the static mode for layers of one inch or less in thickness.

(2) Rolling with self-propelled pneumatic-tired rollers, following as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.

(3) Final rolling with the 8 to 12-ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the internal pavement temperature has dropped below 175°F.

Once the Contractor has selected the Equipment and established the rolling procedures and these have been used for the control strip density determination, then the Contractor must continue to use the same Equipment and rolling procedures for all asphalt mix represented by the control strip. Changes in Equipment or procedures will require a new control strip density determination. The Engineer must be notified prior to changing the rolling process.

When density is not required, as for all patching courses, leveling and intermediate courses less than one-inch thick, overbuild course; of variable thicknesses (when the minimum thickness is less than one-inch) and open-graded friction courses, the compaction will be applied in accordance with the Standard Specifications. The specified rolling procedures must be followed when density determinations will not be made.

When density is not required on those courses indicated in the foregoing paragraph, but the Contractor wants to use other rollers, patterns or sequences than those specified, they may request approval from the Department. Approval may be granted for leveling and intermediate courses 1/2-inch and thicker and overbuild courses when these courses are placed with a paving machine. Density requirements will be in accordance with the provisions of the first paragraph of 330AA-10.3 (Density Control- Nuclear Method), Table 330AA-2 and Table 330AA-3. Approval for a change on patching courses, variable thickness leveling courses placed with motor graders and open-graded friction courses will not be granted.

330AA-10.1.2 Compaction at Crossovers, Intersections, etc.

When a separate paving machine is being used to pave the crossovers, the compaction of the crossovers may be done by one 8- to 10-ton tandem steel roller. If crossovers, intersections and acceleration and deceleration lanes are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

330A-10.1.3 Rolling Procedures

The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.

Rolling shall proceed across the mat, overlapping the adjacent pass by at least six inches. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture if required. Final rolling shall be continued until all roller marks are eliminated.

330A-10.1.4 Speed of Rolling

Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of 6 to 10 miles per hour, and the area covered by each roller shall not be more than 4,000 square yards per hour, except that for Type S Asphaltic Concrete, this maximum rate of coverage shall be 3,000 square yards per hour.

330A-10.1.5 Number of Pneumatic-tired Rollers Required

A sufficient number of self-propelled pneumatic-tired rollers shall be used to assure that the rolling of the surface for the required number of passes will not Delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.

330A-10.1.6 Compaction of Areas Inaccessible to Rollers

Areas which are inaccessible to a roller (such as areas adjacent to curbs, headers, gutters, bridges; manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.

330A-10.1.7 Rolling Patching and Leveling Courses

Self-propelled pneumatic-tired rollers shall be used for the rolling of all patching and leveling courses. Where the initial leveling course is placed over broken concrete pavement, the pneumatic-tired roller shall weigh at least 15 tons. For Type S-III Asphaltic Concrete leveling courses, the use of a steel-wheeled roller, to supplement the traffic rollers, will be required. On other leveling courses, the use of a steel-wheeled roller will be required on all passes after the first.

330A-10.1.8 Correcting Defects

The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement, and any areas damaged by such deposits shall be removed and replaced as directed by the Engineer. While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements. All drippings, fat or lean areas and defective construction of any description shall be removed and replaced. Depressions which develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the depressions to a true surface. Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface. All high spots, high joints and honeycomb shall be corrected as directed by the Engineer. Any mixture remaining unbonded after rolling shall be removed and replaced. Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area.

330A-10.1.9 Use of Traffic Roller on First Overbuild Course

A self-propelled pneumatic-tired roller shall be used on the first overbuild course. Coverage shall be a minimum of five passes.

330A-10.1.10 Use of Traffic Roller on First Structural Layer Placed on a Milled Surface

A self-propelled pneumatic-tired roller shall be used on the first structural layer placed on a milled surface. Coverage shall be a minimum of three passes.

330A-10.2 Provisions Applicable to Shoulder Pavement Only

Shoulder pavements wider than three feet shall be compacted by the use of Equipment of the type required for other asphaltic concrete pavements. Density determinations will be required on shoulder pavements wider than three feet when the thickness is one-inch or greater. These density determinations (including the control strip) will be separate from the pavement lane even when the pavement lane and shoulder are placed in the same pass.

Density determinations will not be required on asphaltic concrete or sand-asphalt hot mix shoulders three feet or less in width. The compactive effort shall be done by the use of tandem steel rollers not exceeding 12 tons in weight. In restricted areas other Equipment that will effectively exert a compactive effort may be approved by the Engineer. The Contractor shall state

what Equipment and compactive effort (coverage) is proposed to be used. This must be approved by the Engineer before the Contractor starts the operation. Where sand-asphalt hot mix shoulders are constructed within the limits of curb and gutter, compaction shall be done by light weight rolling Equipment, approved by the Engineer, which will not displace the previously constructed curb and gutter.

330A-10.3 Density Control

330A-10.3.1 Density Control Nuclear Method

The in-place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate courses less than one-inch thick or a specified spread rate less than 100 pounds per square yard, overbuild courses where the minimum thickness is less than one-inch, and open-graded friction courses, shall be determined by the use of the Nuclear Density Backscatter Method as specified by FM 1-T238 (Method B). The required density of a completed course shall be at least 98 percent of the average density of the control strip.

330A-10.3.2 Control Strips

One or more control strips shall be constructed for the purpose of determining the control strip density. A control strip shall be constructed at the beginning of asphalt construction and one thereafter for each successive course. Any change in the composition of the mix will require the construction of a new control strip. The Engineer may require an additional control strip when he deems it necessary to establish a new control strip density or conform the validity of the control strip density being used at that time. The Contractor may request a conformation of the control strip density also. The control strip must be constructed as a part of a normal day's run. The Contractor will not be permitted to construct the control strip separately.

The length of the control strip shall be 300 feet, regardless of the width of the course being laid. When the control strip is to be constructed for the first day of asphalt construction or at the beginning of a new course, it shall be started between 500 and 1,000 feet from the beginning of the paving operation. The thickness of the control strip shall be the same as that specified for the course of which it is a part. The control strip will be constructed using the same mix, the same paving and rolling Equipment and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Every control strip will remain in place and become a portion of the completed Roadway.

When the compaction of the control strip has been completed, ten density determinations will be made at random locations within the control strip. No determinations will be made within one foot of any unsupported edge. The average of these ten determinations will be the Control Strip Density. For purposes of determining the percent of Laboratory density, as required in Table 330AA-2, a correction factor will be developed from cores or by direct transmission nuclear determination where applicable.

(a) The lab density shall be calculated to the nearest 0.01 percent and rounded to the nearest 0.1 percent.

In the event that a control strip meeting the requirements of Table 330AA-2 is not obtained, and this particular mix, layer, etc., is completed on the project, density shall be evaluated in accordance with FM 5-543 (Determining Density of Asphalt Pavement Layers When a Valid Control strip is not obtained).

Table 330AA-2

Roadway Requirements for Bituminous Concrete Mixes

Mix Type	Density*	Minimum Control Strip Density (%)	Surface* Tolerance
S-I	X	96 Lab. Dens.	X
S-II	X	96 Lab. Dens.	X
S-III	X	96 Lab. Dens.	X
Type II	X	96 Lab. Dens.	X
Type III	X	96 Lab. Dens.	X
SAHM	X	96 Lab. Dens.	X
ABC-1	X	96 Lab. Dens.	**
ABC-2	X	96 Lab. Dens.	**
ABC-3	X	96 Lab. Dens.	**
FC-1	X	96 Lab. Dens.	X
FC-2	No Density Required	96 Lab. Dens.	X
FC-4	X	96 Lab. Dens.	X

*X – Denotes that test is required.
** – Shall meet the straightedge requirements of 200-7.

330A-10.3.3 LOTs

For the purpose of acceptance and partial payment, each day's production will be divided into Lots. The standard size of a Lot shall consist of 5,000 lineal feet of any pass made by the paving train regardless of the width of the pass or the thickness of the course. Pavers traveling in echelon will be considered as two separate passes. When at the end of a day's production or the completion of a given course or at the completion of the project, a partial Lot occurs, then the Lot size will be redefined as follows: If the partial Lot contains one or two sublots with their appropriate test results, then the previous full-size Lot will be redefined to include this partial Lot and the evaluation of the Lot will be based on either six or seven sublot determinations. If the partial Lot contains three or four sublots with their appropriate test results, this partial Lot will be redefined to be a whole Lot and the evaluation of it will be based on the three or four sublot determinations.

For the standard size Lot (5,000 lineal feet), five density determinations - one for each sublot - will be made at random locations within the Lot. but not to be taken within one foot of any unsupported edge. The random locations will be determined by the use of statically derived random number tables furnished by the Department. These will also be used for partial Lots, For the Contractor to receive full payment for density, the average density of a Lot will be a minimum of 98.0 percent

of the control strip density. Once the average density of a Lot has been determined the Contractor will not be permitted to provide additional compaction to raise the average.

330A-10.3.4 Acceptance: The completed pavement will be accepted with respect to density on a Lot basis. Partial payment will be made for those Lot's that have an average density less than 98.0 percent of the Control Strip Density based on the following schedule:

Table 330AA-3 Payment Schedule for Density	
Percent of Control Strip Density*	**Percent of Payment**
98.0 and above	100
97.0 to less than 98.0	95
96.0 to less than 97.0	90
**Less than 96.0	75

*In calculating the percent of control strip density, *do not round off* the final percentage.

**If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contractor may accept the indicated partial pay, otherwise the Department will require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the Department at any time.

330A-10.3.5 Density Requirements for Small Projects

For projects less than 1,000 linear feet in length and Bridge projects with approaches less than 1,000 linear feet each side, the requirements for control strips and nuclear density determination will not apply. The Contractor will use the standard rolling procedures as specified in 330A-10. The provisions for partial payment do not apply to these small projects.

330A-11 Joints

330A-11.1 Transverse Joints

Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled. When the laying operation is thus interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of the mat.

330A-11.2 Longitudinal Joints

For all layers of pavement except the leveling course, placing of each layer shall be accomplished to cause longitudinal construction joints to be offset 6 to 12 inches laterally between successive layers. The Engineer may waive this requirement where offsetting is not feasible due to the sequence of construction.

330A-11.3 General: When fresh mixture is laid against the opposite edges of joints (trimmed or formed as provided above), it shall be placed in close contact with the exposed edge so that an even, well-compacted joint will be produced after rolling.

330A-12 Surface Requirements

330A-12.1 Contractor Responsibility

The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed and therefore should straightedge all intermediate and final courses with a I5-foot rolling straightedge. A I5-foot manual straightedge shall be furnished by the Contractor and shall be available at the job site at all times during the paving operation for checking joints and surface irregularities.

330A-12.2 Texture of the Finished Surface of Paving Layers

The finished surface shall be of uniform texture and compaction. The surface shall have no pulled, tom, or loosened portions and shall be free of segregation, sand streaks, sand spots, or ripples. Any area of the surface which does not meet the foregoing requirements shall be corrected in accordance with 330A-12.4.

Unless written permission is obtained, asphalt concrete mixtures containing aggregates which will cause a different color appearance shall not be used in the final wearing surface in sections less than one mile in length.

330A-12.3 Acceptance Testing for Surface Tolerance

330A-12.3.1 General

Acceptance testing for surface tolerance will be applicable to pavement lanes and ramps, where the width is constant, and shall include all construction joints.

Intersections, tapers, crossovers, transitions at beginning and end of project, and similar areas will not be tested for surface tolerance with the rolling straightedge as provided below. However, any individual surface irregularity in these areas in excess of 3/8 inch as determined by a 15-foot straightedge, and deemed by the Department to be objectionable, shall be corrected in accordance with 330A-12.4.

When the Department is ready to perform acceptance testing for surface tolerance, the Contractor shall provide the required traffic control in accordance with standard maintenance of traffic requirements specified in the Contract. The cost of this traffic control shall be included in the Contract Bid prices for the asphalt items.

The Contractor shall also provide a representative to be present during the entire operation of straight edging for acceptance purposes.

330A-12.3.2 Test Method

Acceptance testing shall consist of one pass of a standard IS-foot rolling straightedge operated along the centerline of each lane tested. This does not preclude acceptance testing lit other locations within the lane being tested.

330A-12.3.3 Acceptance Criteria for Last Layer Prior to Friction Course

The Contractor shall furnish and operate an acceptable 15-foot rolling straightedge for testing of the last layer prior to the friction course as directed by the Engineer and supervised by project personnel. All deficiencies in excess of 3/16-inch shall be corrected in accordance with 330A-12.4 and retested as necessary prior to placement of the friction course. Where the final surface is not a friction course, acceptance criteria shall be in accordance with 330A-12.3.4.

330A-12.3.4 Acceptance Criteria for Final Surface or Friction Course

Upon completion of the final surface or friction course, district Materials personnel will test the finished surface with a 15-foot rolling straightedge. All deficiencies in excess of 3/l6th inch shall be corrected in accordance with 330A-12.4, except that correction by overlaying will not be permitted when the final surface is a friction course.

The Engineer may waive corrections specified above if an engineering determination indicates that the deficiencies are sufficiently separated so as not to significantly affect the ride quality of the pavement and corrective action would unnecessarily mar the appearance of the finished pavement.

Where the Engineer elects to waive correction and the finished pavement surface is a friction course, the pay quantity for Asphaltic Concrete Friction Course will be reduced by the amount of friction course which would have been removed and replaced if the correction had been made (100 ft. X lane width).

Where the Engineer elects to waive a correction and the finished pavement surface is other than a friction course, the appropriate pay quantity for Asphaltic Concrete shall be reduced by the equivalent quantity of Materials which would have been removed and replaced if the correction had been made.

(a) Where the pay quantity is in square yard, the reduction is based on the area which would have been removed (100 feet X lane width) multiplied by the ratio of the layer thickness to the total thickness of the type of mix specified.

(b) Where the pay quantity is in tons, the reduction is based on the volume which would have been removed (100 feet X lane width X layer thickness) multiplied by the Laboratory density for the mix.

330A-12.4 Correcting Unacceptable Pavement

The Contractor has the option of selecting one of the following methods unless overlaying is prohibited in accordance with 330A-12.3.4:

(a) Removing and Replacing: If correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least SO feet on either side of the defective area, for the full width of the paving lane.

(b) Overlaying: If correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a featheredge thickness at a minimum distance of SO feet on either side of the defective area. The overlay shall extend full width of the Roadway. Care shall be taken to maintain the specified cross slope. The mix used for the overlay may be adjusted as necessary for this purpose by the District Bituminous Engineer.

(c) Other Methods: For courses which will not be the final pavement surface, correction of minor straightedge deficiencies by methods other than specified above shall be approved by the District Bituminous Engineer.

The cost of all corrective Work, either by removing and replacing or by overlaying, shall be borne by the Contractor.

330A-13 Protection or Finished Surface

Sections of newly compacted asphaltic concrete which are to be covered by additional courses shall be kept clean until the successive course is laid.

No dumping of embankment or base material directly on the pavement will be permitted. Dressing of shoulders shall be completed before placement of the friction course on adjacent pavement.

Blade graders operating adjacent to the pavement during shoulder construction shall have a two-inch by eight-inch (or larger) board (or other attachment providing essentially the same results) attached to their blades in such manner that it extends below the blade edge, in order to protect the pavement surface from damage by the grader blade.

To prevent rutting or other distortion, sections of newly finished dense-graded friction course and the last structural layer prior to the friction course shall be protected from traffic until the surface temperature has cooled below 160°F.

The Contractor may use artificial methods to cool the pavement to expedite paving operations. The Department may direct the Contractor to use artificial cooling methods when, in the opinion of the Engineer, maintenance of traffic requires opening the pavement to traffic at the earliest possible time.

330A-14 Correcting Deficient Thickness

330A-14.1 Allowable Deficiencies

When the pavement is to be paid for on a square yard basis, the thickness shall be determined from the length of the co-borings, as specified in 330A-15.1. The maximum allowable deficiency from the specified thickness shall be as follows:

(1) For pavement of a specified thickness of 2 1/2 inches or more: 1/2 inch.

(2) For pavement of a specified thickness of less than 2 1/2 inches: 1/4 inch.

330A-14.2 Pavement Exceeding Allowable Deficiency in Thickness

330A-14.2.1 When Deficiency is Seriously in Excess

Where the deficiency in thickness is: (1) in excess of 3/8 inch, for pavement of less than 2 1/2 inches in specified thickness, or, (2) in excess of 3/4 inch, for pavement of specified thickness of 2 1/2 inches or more, the Contractor shall correct the deficiency either by replacing the full thickness for a length extending at least 50 feet from each end of the deficient area, or (when permitted by the Engineer) by overlaying as specified in 330A-14.2.3.

As an exception to the above, pavement outside the main Roadway area (acceleration and deceleration lanes and crossovers) may be left in place, without compensation when 80 permitted by the Engineer, even though the thickness deficiency exceeds the tolerance specified above.

The Contractor will receive no compensation for any pavement removed, nor for the Work of removing such pavement.

330A-14.2.2 When Deficiency is Not Seriously in Excess

When the deficiency in the thickness of the pavement is over 1/4 inch but not more than 3/8 inch, for pavement of specified thickness less than 2 1/2 inches; or when the deficiency in thickness is over 1/2 inch but not more than 3/4 inch, for pavement of specified thickness of 2 1/2 inches or greater; the Contractor will be allowed to leave such pavement in place, but without compensation. The areas of such pavement for which no square yard payment will be made shall be the product of the total distance between acceptable cores, multiplied by the width of the lane which was laid at the particular pass in which deficient thickness was indicated. All costs of the overlaying and compacting sha11 he borne by the Contractor.

330A-14.2.3 Correcting Deficiency by Adding New Surface Material

For any case of excess deficiency of the pavement, the Contractor will be permitted, if approved by the Engineer for each particular location, to correct the deficient thickness by adding new surface material and compacting to the same density as the adjacent surface. The area to f be corrected and the thickness of new material added shall be as specified in 330A-12.3.

All costs of the overlaying and compacting shall be borne by the Contractor.

330A-15 Calculations for Thickness of Pavement to be Paid for (Applicable Only Where the Pavement is to be Paid for by the Square Yard)

330A-15.1 Core Borings

When the Department is ready to core the finished asphalt construction for thickness as required for acceptance testing, the Contractor shall provide the required traffic control in accordance with standard maintenance of traffic requirements specified in the Contract. The cost of this traffic control shall be included in the Contract Bid prices for the asphalt items.

The Contractor shall provide a representative to be present during the entire coring operations for acceptance purposes.

The thickness of the pavement shall be determined from the length of cores, at least two inches in diameter, taken at random points on the cross section and along the Roadway. Each core shall represent a section of Roadway no longer than 200 feet regardless of the number of lanes. Thickness determinations for paved shoulders and widening shall be separate from the mainline Roadway and shall represent a section no longer than 400 feet for each shoulder or- widening. The average thickness shall be determined from the measured thicknesses, and in accordance with the procedure and criteria specified herein.

If the Contractor believes that the number of cores taken by the Department is insufficient to properly indicate the thickness of the pavement, he may request the Department to make additional borings at locations designated by him. The cost of these additional borings shall be deducted from any sums due the Contractor unless such borings indicate that the pavement within the questioned area is of specified thickness.

330A - 15.2 Criteria for Calculations DELETE AND SUBSTITUTE THE FOLLOWING:

The calculation for asphaltic concrete pavement to be paid for under this section shall be the area in square yards completed and accepted with the length to be used in the calculation being the actual length measured along the surface and the width as shown on the Plans. The thickness to be paid shall be as shown on the Typical Section in the Plans.

Areas of deficient thickness - pavement which is left in place with no compensation (as specified in 330A-14.2), shall not be taken into account in the calculation.

Where areas of defective surface or deficient thickness are corrected by overlaying with additional material, the thickness used in the calculations shall be the thickness specified on the Typical Section for such areas.

END OF SECTION

SECTION 331
TYPE S ASPHALTIC CONCRETE

SECTION 331 IS ADDED TO THIS SPECIFICATION

331-1 Description

This Section specifies the Materials, the composition, and physical test properties for Type S Asphaltic Concrete (Type S-I, Type S-II or Type S-III as specified by the Contract or when offered as alternates. The composition, and physical test properties for all mixes, including Type S Asphaltic Concrete (S-I, S-II and S-III) are shown in the following Table 331-1 and Table 331-2.

Where Type S Asphaltic Concrete is specified in the Contract, if approved by the Engineer, the Contractor may also select Type S-III Asphaltic Concrete as an alternate for the final surface (no friction course specified) and as the final layer of structural course only, prior to the friction course. Type S-II Asphaltic Concrete will not be permitted as the final layer prior to the friction course. Requirements for plant and Equipment shall be as specified in Section 320. General construction requirements shall be as specified in Section 330A.

Table 331-1

Percent By Weight Total Aggregate Passing Sieves*

Type	3/4	½	3/8	No.4	No. 10	No. 40	No. 80	No. 200
S-I	100	88-100	75-93	47-75	31-53	19-35	7-21	2-6
S-II**	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III		100	88-100	60-90	40-70	20-45	10-30	2-12
Type II		100	90-100	80-100	55-90			2-10
Type III		100	80-100	65-100	40-75	20-45	10-30	0-12
SAHM		100						0-12
ABC-1		100						0-12
ABC-2		100			55-90			2-10
ABC-3***	70-100			30-70	20-60	10-40		2-8
FC-1		100			55-85			2-5
FC-2****		100	85-100	10-40	4-12			2-6
FC-4		100			75-90			2-6

*In inches, except where otherwise indicated. Number sieves are U.S. Standard sieve series.
**100% passing 1 1/4-inch sieve and 94-100% passing I-inch sieve.
***100% passing 1 1/2-inch sieve.
****The design range for the No. 10 sieve may be increased for lightweight aggregates.

Table 331-2
Marshall Design Properties for
Bituminous Concrete Mixes

Mix Type	Minimum Marshall Stability (lbs.)	Flow* (0.01 in.)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)
S-I	1500	8-14	14	3-5	5.0
S-II	1500	8-14	13	3-5	5.0
S- III	1500	8-14	15	3-7	5.5
Type II	500-750	7-16	18	5-16	6.0
Type III	750-1000	7-16	15	5-12	5.5
SAHM	300-500	7-16	15	5-16	6.0
ABC-1	500	7-16	15	5-16	6.0
ABC-2	750	7-16	15	5-14	5.5
ABC-3	1000	8-14	14	3-7	5.0
FC-1	500	7-14	15	8-14	5.5
FC-2	-	-	-	-	-
FC-4	500	7-14	15	12-16	5.0

*The maximum Flow for the mix design shall be one point less than shown in the Table. The maximum Flow values shown apply only during production.

Work will be accepted on a LOT to LOT basis in accordance with the applicable requirements of Sections 5, 6, and 9. The size of the LOT will be as specified in 331-5 for the bituminous mixture produced at the plant and as stipulated in 330A-10 and 330A-12 for the material placed on the Roadway.

331-2 Materials

331-2.1 General Specifications

The Materials used shall conform with the requirements specified in Division III. Specific references are as follows:

(1) Asphalt Cement Viscosity Grade AC-30	916-1
(2) Mineral Filler	917-1 and 917-2
(3) Coarse Aggregate, Stone, Slag or Crushed Gravel	Section 901*
(4) Fine Aggregate	Section 902

*Gravel for use in asphalt concrete mixtures shall be crushed. In addition, the asphalt concrete mixtures containing crushed gravel as the course aggregate component must show no potential for stripping during Laboratory testing, before approval of the mix design.

Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable Specifications.

All Materials shipped to the asphalt plant will be sampled at their destination.

331-2.2 Specific Requirements

331-2.2.1 Condition of Aggregate

The aggregate shall be clean and shall contain no deleterious substances. Coarse or fine aggregate containing any appreciable amount of phosphate shall not be used.

331-2.2.2 Fine Aggregate and Mineral Filler

In Laboratory tests, and for the purpose of proportioning the paving mixture, all material passing the No. 10 sieve and retained on the No. 200 sieve, shall be considered as fine aggregate, and the material passing the No. 200 sieve shall be considered as mineral filler.

331-2.2.3 Screenings

Any screenings used in the combination of aggregates shall contain not more than 15 percent of material passing the No. 200 sieve. When two screenings are blended to produce the screening component of the aggregate, one of such screenings may contain up to 18 percent of material passing the No. 200 sieve, as long as the combination of the two does not contain over 15 percent material passing the No.200 sieve. Screenings may be washed to meet these requirements.

331-2.2.4 Use of Reclaimed Asphalt Pavement

Reclaimed asphalt pavement may be used as a component material of the bituminous mixture subject to the following:

1. The Contractor shall be responsible for the design of asphalt mixes which incorporate reclaimed asphalt pavement as a component part.

2. Reclaimed asphalt pavement shall not exceed 60 percent by weight of total aggregates for Asphalt Base Courses nor more than 35 percent by weight of total aggregates for Structural and Leveling Courses, Reclaimed asphalt pavement shall not be used in Friction Courses.

3. A 3 ½" grizzly shall be mounted over the reclaimed asphalt pavement cold bin. If oversize material shows up in the mix, the size of openings shall be reduced.

4. The reclaimed asphalt pavement material as stockpiled shall be reasonably uniform in characteristics and shall not contain aggregate particles which are soft or conglomerates of fines.

331-2.2.5 Recycling Agents

When reclaimed asphalt pavement is approved for use as a component material, a recycling agent meeting the requirements specified in 916A-2 shall be used in the mix.

331-3 Permissible Variation for the Coarse Aggregate

The aggregate or aggregates shipped to the job shall be sized and uniformly graded or combined in such proportions that the resulting mixture meets the grading requirements of the mix design.

331-4 General Composition of Mixture

331-4.1 General

The bituminous mixture shall be composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Not more than 20 percent by weight of the total aggregate used shall be silica sand or local Materials as defined in Section 902. The silica sand and local Materials contained in any reclaimed asphalt pavement material, if used in the mix, shall be considered in this limitation. The several aggregate fractions shall be sized, uniformly graded and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved mix design.
Reclaimed asphalt pavement meeting the requirements of 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

331-4.2 Grading Requirements

In all cases, the job mix formula shall be within the design ranges specified in Table 331-1.

331-4.3 Mix Design

331-4.3.1 General

Prior to the production of any asphaltic paving mixture, the Contractor shall submit a mix design to the Engineer at least two weeks before the scheduled start of production. The following information shall be furnished:

1. The specific project on which the mixture will be used.

2. The source and description of the Materials to be used.

3. The gradation and approximate proportions of the raw Materials as intended to be combined in the paving mixture.

4. A single percentage of the combined mineral aggregate passing each specified sieve.

5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture.

6. A single temperature at which the mixture is intended to be discharged from the plant.

7. The Laboratory density of the asphalt mixture, for all mixes except Open-Graded Friction Courses.

8. Evidence that the completed mixture will conform to all specified physical requirements.

9. The name of the individual responsible for the Quality Control of the mixture during production.

In lieu of the above, when reclaimed asphalt pavement is approved for use as a component material, the Contractor shall submit to the Engineer at least two weeks before the scheduled start of production in writing a proposed mix design and samples of all material components.
The following information shall be furnished with the proposed mix design for mixes containing reclaimed asphalt pavement:

1. The specific project on which the mixture will be used.

2. The source and description of the Materials to be used.

3. The gradation and approximate proportions of the raw Materials as intended to be combined in the paving mixture.

4. A single percentage of the combined mineral aggregate passing each specified sieve.

5. A single temperature at which the mixture is intended to be discharged from the plant.

6. The name of the individual responsible for the Quality Control of the mixture during production.

331-4.3.2 Revision of Mix Design

The approved mix design shall remain in effect until a change is authorized by the Engineer. A new design will be required for any change in source of aggregate.

331-4.3.3 Resistance to Plastic Flow

The submitted mix design shall include test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM 1-T245. Further, the bulk specific gravity of the Laboratory compacted bituminous mixture shall be determined in accordance with FM T-T166.

The percent of unfilled voids and the percent of aggregate voids filled with asphalt shall be based on the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Maximum specific gravity of the bituminous mixture shall be determined by FM 1-T-209.

331-4.4 Contractor's Quality Control

331-4.4.1 Personnel DELETE IN ITS ENTIRETY

331-4.4.2 Extraction Gradation Analysis

The bituminous mixture will be sampled at the plant in accordance with FM 1-T168. The percent bitumen content of the mixture will be determined in accordance with FM 5-544. The percent passing the standard sieves will be determined in accordance with FM 5-545. All test results will be shown to the nearest 0.01. All calculations will be carried to the 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

The Contractor will run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. The quality control sample of mixture for the extraction gradation analysis will be taken each day as soon as the plant operations have stabilized and the results will be obtained in a timely manner so that adjustments can be made if necessary.

Extraction gradation analysis will not be required on the days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, the test will be run when the accumulative tonnage on such days exceeds 100 tons.

The target gradation and asphalt content shall be as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55 percent, or the percentage passing any sieve falls outside the limits shown in Table 331-3, the Contractor will make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55 percent, or exceeds the limits as shown in Table 331-3 for any sieve, the plant operation shall be stopped until the problem has been corrected.

The Contractor will maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

Table 331-3
Tolerances for Quality Control Tests
(Extraction Gradation Analysis)

Sieve Size	Percent Passing
1"	
7.0	
3/4"	7.0
1/2"	7.0
3/8"	7.0
No. 4	7.0
No. 10	5.5
No. 40*	4.5
No. 80*	3.0
No. 200	2.0

*Does not apply to SAHM, ABC-1 or Type II.

331-4.4.3 Plant Calibration

At or before the start of mix production, a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants will be wash graded to verify calibration of the plant. When approved by the Engineer, extraction gradation analysis of the mix may be used to verify calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first days' production.

331-4.4.4 Viscosity of Asphalt in Mixes Containing Reclaimed Asphalt Pavement

When reclaimed asphalt pavement is a component material, the viscosity of the asphalt material in the bituminous mixture, determined in accordance with FM 1-T202, shall be 6000 +/- 2000 poises. This determination shall be made on samples obtained by the Department on a random basis at a frequency of approximately one per 2000 tons of mix.
If the viscosity is determined to be out of the specified tolerance, the Contractor shall adjust the recycling agent formulation or blend of reclaimed asphalt material used in the mixture to bring the viscosity within tolerance.

331-5 Acceptance of The Mixture

(For This Article, the Term "Lot" Applies to Department Projects)

331-5.1 General

The bituminous mixture will be accepted at the plant, with respect to gradation and asphalt content, on a Lot to Lot basis. The material will be tested for acceptance in accordance with the provisions of 6-4 and the following requirements. However, any load or loads of mixture which, in the opinion of the opinion of the Engineer, are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature shall be rejected for use in the Work.

A standard size Lot at the asphalt plant shall consist of 4000 tons with four equal sublots of 1000 tons each.

A partial Lot may occur due to the following:

(1) The completion of a given mix type on a project.

(2) an approved Lot termination by the Engineer due to a change in process, extended Delay in production, or change in mix design.

If the partial Lot contains one or two sublots with their appropriate test results, then the previous full-size Lot will be redefined to include this partial Lot and the evaluation of the Lot will be based on either five or six sublot determinations. If the partial Lot contains three sublots with their appropriate test results, this partial Lot will be redefined to be a whole Lot and the evaluation of it will be based on three sublot determinations.

When the total quantity of any mix is less than 3000 tons, the partial Lot will be evaluated for the appropriate number of sublots from n = 1 to n = 3. When the total quantity of any mix type is less

than 500 tons, the Department will accept the mix on the basis of visual inspection. The Department may run extraction and gradation analysis for information purposes; however, the provisions for partial payment will not apply.

On multiple project contracts, the Lot(s) at the asphalt plant will carry over from project to project.

331-5.2 Acceptance Procedures

The Contractor shall control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and percent passing the No.4, 10, 40 and 200 sieves will meet the approved job mix formula within the tolerance shown in Table 331-5.

Table 331-5
Tolerances for Acceptance Tests

Characteristic	Tolerance*
Asphalt Content (Extraction)	+/-0.55%
Asphalt Content (Printout)	+/-0.15%
Passing No. 4 Sieve	+/-7.00%
Passing No. 10 Sieve	+/-5.50%
Passing No. 40 Sieve**	+/-4.50%
Passing No. 200 Sieve	+/-2.00%

*Tolerances for sample size of n = 1. See Table 331-6 for other sample sizes n=2 through n=6.
**Applies only to Type S-I, S-II, S-III, FC-1 and FC-4.

Acceptance of the mixture shall be on the basis of test results on consecutive random samples from each LOT. One random sample shall be taken from each sublot. The bituminous mixture will be sampled at the plant in accordance with FM 1-T 168. The percent bitumen content of the mixture will be determined in accordance with FM 5-544. The percent passing the No.4, No. 10, No. 40 and No. 200 sieves will be determined in accordance with FM 5-545.

Calculations for the acceptance test results for bitumen content and gradation (percent passing No.4, No. 10, No. 40 and No. 200) shall be shown to the nearest 0.01. Calculations for arithmetic averages shall be carried to the 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

When the Contractor or Producer chooses to use a storage bin for mix storage overnight or longer, the material processed in this manner will be handled as follows:

The samples of mix taken for acceptance tests on asphalt content must be taken before the mix is placed into the storage bin. Samples of mix for acceptance tests on gradation shall be taken after the mix has been removed from the storage bin.

Payment will be made on the basis of Table 331-6 Acceptance Schedule of Payment. The process will be considered out of control when any individual test result from a LOT exceeds the 90 percent pay factor limit for the values in the "one test" column of Table 331-6. When this happens, the LOT will be automatically terminated and the percent of payment will be determined from Table 331-6.

Table 331-6

Acceptance Schedule of Payment - (Asphalt Plant Mix Characteristics)

Average of Accumulated Deviations of the Acceptance Tests from the Mix Design

Pay Factor	1-Test	2-Tests	3- Tests	4-Tests	5- Tests	6-Tests
Asphalt Cement Content (Extraction)						
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35	0.00-0.33	0.00-0.31
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40	0.34-0.37	0.32-0.36
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45	0.38-0.42	0.36-0.39
0.80*	Over 0.75	Over 0.57	Over 0.50	Over 0.45	Over 0.42	Over 0.39
Asphalt Cement Content (Printout)						
1.00	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15
0.95	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25
0.90	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35
0.80*	Over 0.35	Over 0.35	Over 0.35	Over 0.35	Over 0.35	Over 0.35
No. 4 Sieve **						
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00	0.00-3.68	0.00-3.45
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50	3.69-4.13	3.46-3.86
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00	4.14-4.58	3.87-4.27
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50	4.59-5.02	4.28-4.67
0.80*	Over 10.00	Over 7.36	Over 6.20	Over 5.50	Over 5.02	Over 4.67
No. 10 Sieve **						
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50	0.00-3.29	0.00-3.13
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00	3.30-3.74	3.14-3.54
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50	3.75-4.18	3.55-3.95
0.90.	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00	4.19-4.63	3.96-4.36
0.80*	Over 8.50	Over 6.45	Over 5.54	Over 5.00	Over 4.63	Over 4.36
No. 40 Sieve **						
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50	0.00-3.39	0.00-3.32
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00	3.40-3.84	3.33-3.72
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50	3.85-4.29	3.73-4.13
0.90	6.51-7.50	5.34-6.04	4.82-5.3	4.51-5.00	4.30-4.74	4.14-4.54
0.80*	Over 7.50	Over 6.04	Over 5.39	Over 5.00	Over 4.74	Over 4.54
No. 200 Sieve **						
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50	0.00-1.45	0.00-1.41
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70	1.46-1.63	1.42-1.57
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90	1.64-1.80	1.58-1.73
0.80*	Over 2.80	Over 2.27	Over 2.04	Over 1.90	Over 1.80	Over 1.73

*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contactor may, accept the indicated partial pay. Otherwise, the Department will require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the Department at any time.

**When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test results.

Notes:

(1) The No. 40 Sieve applies only to Type S-I, S-II, S-III, FC-I and FC-4.

(2) Deviations are absolute values with no plus or minus signs.

331-5.3 Automatic Batch Plant with Printout

Acceptance determinations asphalt content for mixtures produced by automatic batch plants with printout will be based on the calculated bitumen content using the printout of the weights of asphalt actually used. Acceptance determinations for gradations (No.4, No. 10, No. 40 and No. 2(0) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-6.

331-5.4 Acceptance on the Roadway

The bituminous mixture will be accepted on the Roadway with respect to compacted density and surface tolerance in accordance with the applicable requirements of 330A-10 and 330A-12.

331-5.5 Additional Tests

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control. The Department will determine the Marshall properties, a minimum of one set per LOT, to determine whether or not the Contractor is meeting the specification requirements. Specimens will be prepared at the plant and transported to the District or Central Lab where they will be tested in accordance with FM 5-511 for Marshall stability and flow, FM 1- T 209 for maximum specific gravity, and FM 1-T166 for density. When the average value of the specimens fails to meet specification requirements for stability or flow, or the air void content is below 3.0 percent (for structural mixes only), the Contractor's plant operations may be stopped until all specification requirements can be met or until another mix design has been approved (any revisions to a mix design shall be made in accordance with 331-4.3.2). When it is determined necessary to cease operations while the problem is being resolved, the approval of the Engineer will be required before resuming production of the mix. At this time the Marshall properties must be verified,

331-6 Compensation

331-6.1 Items for Which Payment Will Be Made

For the Work specified under this Section (including the pertinent provisions of Sections 320 and 330A), payment will be made for the area of the pavement, in square yards (after adjustment to the equivalent area of specified-thickness pavement), or, when so shown, the weight of the mixture, in tons.

331-6.2 Area of Pavement for Which Payment Will Be Made

When the pavement is to be paid for on an area basis, the area to be paid for shall be field measured quantity, omitting any areas not allowed for payment under the provisions of 9-3.2, omitting any areas not allowed for payment under 330A-14.2.

The thickness to be paid for under this section is the thickness shown on the typical section in the Plans.

331-6.3 Payment by Weight of Mixture

Where the pavement is to be paid for by weight, the weight shall be determined as provided in 320-2 (including the provisions for the automatic recordation system).

331-6.4 Bituminous Material DELETE IN ITS ENTIRETY

331-6.5 Work Included in Payment Items

The Contract unit price per ton or per square yard, as applicable, shall be full compensation for all the Work specified under this Section (including the applicable requirements of Sections 320 and 330A).

Payment shall be made under:

Item No. 331-2 – Type S Asphaltic Concrete – per ton.
Item No. 331-72 – Type S Asphaltic Concrete – per square yard.

END OF SECTION

SECTION 334
SUPERPAVE ASPHALT

SECTION 334 SUPERPAVE ASPHALT – DELETE AND SUBSTITUTE THE FOLLOWING:

334-1 Description

334-1.1 General

Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of Work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, Equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories

Construction of asphalt pavement will fall into one of the following Work categories:

334-1.2.1 Asphalt Work Category 1

Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2

Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3

Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types

Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (Millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification

The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5	9.5 mm
Type SP-12.5, FC-12.5	12.5 mm

334-1.5 Thickness

The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when

combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

Spread rate (lbs/yd^2) = t x G_{mm} x 43.3

Where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses

Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5	3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5	1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements

The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5	3/8 to 2 inches
Type SP-12.5	1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the Contract Documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture

The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials

334-2.1 Superpave Asphalt Binder

Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate

Use aggregate capable of producing a quality pavement. For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed Materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,

2. A combination of up to 20% RAP and the remaining fine aggregate from other.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material

334-2.3.1 General Requirements

RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization

Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP

Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	**Asphalt Binder Grade**
0 - 15	PG 67-22
16 – 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture

334-3.1 General

Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design

334-3.2.1 General

Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component Materials, including asphalt binder to a Laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is: http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements

Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification

Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyratory Compaction

Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3 Gyratory Compaction Requirements

Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria

Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility

Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information

In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the Materials to be used.

3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw Materials as intended to be combined in the paving mixture. The gradation of the component Materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the Roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

THIS SPACE LEFT INTENTIONALY BLANK.

334-4 Process Control

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and Roadway to control the process.

334-5 General Construction Requirements

334-5.1 Weather Limitations

Do not transport asphalt mix from the plant to the Roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations

334-5.2.1 General

Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base Materials are properly primed and all asphalt base Materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature

Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-4 Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	N_{design} Number of Gyrations
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the Roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving

334-5.5.1 Cleaning

Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses

As shown in the Plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application Over Surface Treatment

Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

THIS SPACE LEFT INTENTIONALY BLANK.

334-5.5.4 Tack Coat

Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture

334-5.6.1 Alignment of Edges

With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions

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. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer

Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work

In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing

Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control

Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses

334-5.7.1 Patching Depressions

Before spreading any leveling course, fill all depressions in the existing surface as shown in the Plans.

334-5.7.2 Spreading Leveling Courses

Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application

When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the Plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select Equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints

334-5.9.1 Transverse Joints

Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15-foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of Bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints

For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements

Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter Roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the Roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope

Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness

Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing

334-5.10.3.1.1 Acceptance Testing

Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer

At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions

Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side Streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement

Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture

334-6.1 General

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements

Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the Roadway density with 6 inch diameter Roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the Roadway density in accordance with FDOT Method FM 1-T 166. The

minimum Roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	**Tolerance**
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of G_{mm}

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer

On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the Roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions

When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on Subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on Bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement

For the Work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The Bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment

334-8.1 General
Price and payment will be full compensation for all the Work specified under this Section.

END OF SECTION

SECTION 570
PERFORMANCE TURF

575-3 CONSTRUCTION METHODS – DELETE AND SUBSTITUTE THE FOLLOWING:

575-3 Construction Methods

Test the area requiring sod per Section 162-5 and forward results to the Engineer. Apply finish soil layer material in accordance with Section162 if determined by the Engineer. Fertilize at the rate as shown in Section 570. If soil layer is not determined to be used on areas to receive sod, scarify or loosen the areas to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

END OF SECTION

THIS SPACE LEFT INTENTIONALY BLANK.

SECTION 580
LANDSCAPE INSTALLATION

DELETE SECTION 580 LANDSCAPE INSTALLATION, AND SUBSTITUTE THE FOLLOWING, AS AMENDED:

580-1.00 General

580-1.01 Scope of Work

Provide all labor, Materials, Equipment and incidentals required to prepare site to final grade, install landscape trees, plants, sod and irrigation systems in accordance with the Plans and as specified. These Specifications are inclusive of a required guarantee, replacements, clean-up, maintenance services, and maintenance of traffic, all of which shall be included in the unit Bid price for each tree. These Specifications apply to all projects throughout Palm Beach County assigned to the Contractor.

580-1.02 Related Work Specified Elsewhere

Section 585 – Site Maintenance: These provisions shall apply to all Work in Section 580 - Landscape Installation as appropriate.

580-1.03 General Requirements

Refer to the Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, 2010, as the general operating specification document, however Section 580 Landscaping is deleted and replaced with these Specifications for LANDSCAPE INSTALLATION (SECTION 580) and the SITE MAINTENANCE (SECTION 585). Maintenance of traffic requirements are described in the Contract Documents.

- Comply with all applicable federal, state, county and local codes, ordinances and regulations governing this Work.

- The Work shall be coordinated with other trades to prevent conflicts.

- All planting shall be performed by personnel familiar with planting and maintenance of traffic procedures and under the supervision of a qualified landscape foreman, who shall be on-site at all times during the Work.

- Finish Grade: The Contractor shall verify with the Department that final grade has been achieved and shall perform fine grading if so directed by the Department. The Contractor is responsible for any trees or palms that are planted prior to achieving final grade.

- Prior to commencing Work, the Contractor shall visit the site and ascertain all site conditions, including utilities, structures, slopes, access and available Work space to preclude any misunderstandings and to ensure a trouble-free installation. It shall be the Contractor's

responsibility to avoid conflicts with existing underground and overhead utilities and structures. The Contractor shall examine available utility Plans and notify the Department of any conflicts and needed adjustments.

- The Contractor shall notify all utilities servicing the Work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-770** to schedule marking locations of the utilities which subscribe to their service.

- The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility Locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility Locations. In general, the location of trees will be adjusted rather than adjusting the location of utilities or structures. Refer to 580-3.02 for related requirements.

- Prior to the preparation of planting holes, the Contractor shall ascertain the on-site location of, and take necessary precautions to avoid damage to, all above-ground and underground utilities, underdrain trenches, electrical cables, conduits, utility lines, oil tanks, supply lines, pavement, curbing, traffic control devices, pedestrian signals, building structures, or waterproofing. The Contractor shall properly maintain and protect all such improvements. The Contractor shall be responsible for the cost to repair all damages to such improvements caused by his operations.

- The use of mechanical Equipment within five (5') feet of any building or structure to move plants or Materials shall be approved by the Department prior to its use.

THIS SPACE LEFT INTENTIONALY BLANK.

580-1.04 Applicable Documents

A. Plant nomenclature shall conform to the names given in "The New Royal Horticultural Society Dictionary of Gardening", which is the source cited by the current February, 1998 edition of Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry (henceforth called Florida Grades and Standards).

1. Names of varieties not included therein shall conform generally with names accepted in the nursery trade.

2. Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization of the Department.

B. The Contractor is obligated to be familiar with and understand the following documents in order to comply with the requirements therein to properly perform the Work contemplated in this Contract:

1. All Plans and documents within the Bid package set.

2. The Florida Grades and Standards, (February, 1998 edition).

3. The Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, (2000 edition – as general operating specification document, excluding Section 580, Landscaping).

4. The Florida Dept. of Transportation, Roadway, and Traffic Design Standards, (January, 2000 edition).

5. The Palm Beach County Streetscape Standards Manual, (current edition).

6. The Manual of Uniform Traffic Control Devices for Streets and Highways, by the Federal Highway Administration, (current edition).

7. The State of Florida Manual on Traffic Control and Safe Practices, (current edition).

8. The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, by F.D.O.T. (current edition).

580-1.05 Quality Control

A. Substitution of Materials and products specified herein, including those meeting "or accepted equal" clauses, shall not be permitted without written authorization from the Department.

B. Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, fungi plant diseases and injuries. No sod with obvious chinch bug or mole cricket damage will be accepted. Any sod roots that appear to be diseased or the detected presence of grubs or other insects within the soil base will result in the sod being rejected.

C. Trees (other than palms) shall be heavily branched and shall have a dominant leader and no crossing branches.

D. All single-trunked palms shall have straight vertical trunks, not re-curved trunks, unless otherwise specifically directed in writing by the Department.

E. Turf grass to be used is St. Augustine "Floratam" and/or Argentine Bahia, Paspalum notatum 'argentine' as indicated in the Plans and pay item notes. Seed and sod shall conform to Section 981 of the FDOT 2004 Standard Specifications for Road and Bridge Construction. The sod must be obtained from a sod farm that has been inspected and certified by the Florida Dept. of Agricultural and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. The sod must exhibit a dark green color and be free of weeds and foreign matter. It must have a leaf blade density of at least 90% and be free of any diseased or insect-damaged leaf tissue. The soil base of the sod must be a minimum of ¾" thick and a maximum of 2" thick and contain a healthy root system as indicated by turgid feeder roots that are white in color.

The Contractor shall be responsible to become familiar with the site and shall match adjacent properties with similar species of sod, or as otherwise specified on the Plans. The cost for the varied species of sod will be paid under the unit price for Sodding, SY. Such price and payment shall be full compensation for all Work and Materials (top soil, fertilizer and water) specified in this Section, including the excavation of the trench for the sod, and the satisfactory disposal of excavation material.

F. Plant material shall be Florida Grade No. 1 or better as outlined under the current edition of Florida Grades and Standards.

1. All plants not listed in Florida Grades and Standards, shall conform to a Florida Grade No. 1 as to: (1) health and vitality; (2) condition of foliage; (3) root system; (4) freedom from pest or mechanical damage; (5) heavily branched and densely foliated according to the accepted normal shape of the species.

2. Undersizing plant Materials or substituting one species or cultivar for another are Contract violations, but have no bearing on plant grading. Undersizing or substituting species or cultivars may be permitted only if authorized by the Department in writing.

3. Verification of specified grades are to be determined at the time of delivery (even for trees inspected, accepted, and tagged by the Contractor with the Department at respective nurseries). Grades determined at the time of delivery inspection or during the course of conducting a regrading inspection shall be based on the growth characteristics and condition of the plant at the time of grading. The grade shall not be based on any future or

predicted growth potential of the plant. Each tree shall be maintained by the Contractor to Florida Grade No. 1 standards until the date of written Final Acceptance by the Department for that tree. The Department is the final authority to determine if a tree does or does not meet Florida Grade No. 1 standards, including health and vigor of the tree.

4. If at any time during plant installations, the Department believes that any trees are not of the specified grade, the Department may, at their discretion, request a regrading inspection by the Division of Plant Industry. Upon the findings provided thereby, the Department may seek further remedy by requesting replacement of plant Materials or other corrective actions, including, but not limited to, legal redress.

G. The Department shall have the right, at any stage of the operations, to reject any and all Work and Materials, which, in the Department's opinion, do not meet the requirements of these Specifications or aesthetically do not comply with design intent. Trees that are scarred or damaged during delivery or off-loading will be rejected.

H. Plant Materials, as proposed by the Contractor, are required to be inspected, accepted and tagged at the respective nurseries by the Contractor with the Department prior to any delivery to the project site, unless waived by the Department in writing. If such waiver is granted, the Department will inspect and approve representative plant material samples at the project site or at the respective nurseries prior to delivery to the project site. Waivers will only apply to the specific projects (Work Orders) and species designated by the Department. Certificates of Nursery Origin may be required for plant Materials not tagged by the Contractor with the Department.

580-1.06 Certificate of Inspection:

A. All shipments of plant material shall originate from state registered nurseries which have undergone regular inspections by the authorized State Agencies prior to delivery to the project site.

B. State inspection certificates certifying respective plant nurseries of origin shall accompany the bill of lading or invoices. Any certificates of inspection required by the state for specific species also will be provided additionally. Any required transportation documents are to be submitted with invoices as back-up.

C. Contractor shall furnish the Department with copies of manufacturer's literature, labels, samples, certifications, Material Safety Data Sheets, and Laboratory analytical data for fertilizers, mulch, planting soil backfill mix, chemicals, staking/guying Materials and other products as appropriate, prior to use or application on any project.

580-1.07 Measurements:

A. The minimum acceptable size of all plants measured after pruning, with branches in normal positions, shall conform to the measurements as shown on landscape Plans and conform to the

Florida Grades and Standards. Deviations from these measurements must be approved in writing by the Department.

B. The caliper (diameter) of tree trunks is measured six (6") inches above ground level for trees with calipers up to and including four (4") inches in caliper, and twelve (12") inches above the ground for larger trees.

C. The caliper (diameter) of palm tree trunks is to be taken at the widest portion of trunk measured between 1' and 3' above the soil line.

580-1.08 Shipment and Delivery:

A. Contractor shall notify the Department, a minimum of 48-hours in advance (excluding weekends and Holidays), of all plant material deliveries. Contractor shall be responsible for delivery, storage, and security of all Materials specified.

B. Plant Materials shall be protected from sun-scalding and weather and adequately packed to prevent breakage and drying during transit and storage.

C. The Department will exercise its option to inspect, select and assist the Contractor with the tagging of plant Materials at the nursery proposed by the Contractor unless waived as in ITEM 580 -1.05 H.

D. Tamper-resistant identification tags supplied by the Contractor and placed on all trees and palms selected for installation, shall show no evidence of tampering upon inspection for Initial Acceptance (of installation). These tags shall be removed following the Department's Initial Acceptance (of installation).

E. Plants which do not meet Specifications for quality or size herein stated, or plants that show improper handling, or arrive on-site in an unsatisfactory condition (as described in Florida Grades and Standards), will be rejected. Rejected plants shall immediately be removed, disposed of, and replaced with accepted nursery stock of like variety, size, and age. These plants shall be replaced without additional cost to the Department.

F. Initial acceptance of plant material for initial payment will be given only after material is planted and after meeting requirements prescribed herein.

580-1.09 Tree Transplanting:

A. The Contractor shall provide tree transplanting services as requested by the Department. This service is to be performed by the Contractor within an agreed upon period of receipt of a Work Order. Trees transplanted within 90 days of original installation by the Contractor shall carry the balance of the warranty as specified in ITEM 585 -1.11. No warranties shall apply to trees installed more than 90 days prior to transplantation or trees installed by other parties.

B. Transplanted trees shall be watered for the balance of the warranty period or for a period of 30 days for non-warrantied trees. Watering procedures must adhere to the Specifications designated in ITEM 580 -2.06 and SECTION 585 -SITE MAINTENANCE.
C. Palm tree transplanting procedures include digging, loading, transporting, re-planting with Project Engineer approved backfill material and restaking. The original planting hole must be backfilled and sodded.

D. Hardwood tree transplanting procedures include root pruning of established trees, digging, loading, transporting, replanting with approved backfill material and restaking. The original planting hole must be backfilled with suitable material at the direction of the Project Engineer.

580-2.00 Products

580-2.01 Planting Soil Backfill Mix

A. All planting areas (except as directed by the Project Engineer) shall be backfilled with a mixture of prepared plant soil mix as shown below to be accepted by the Department prior to use on each project site. Terrasorb AG (super-absorbent water retainer as manufactured by Industrial Services International, Inc.), or similar product accepted in writing by the Department, shall be added to all non-irrigated planting soil backfill mixes at the rate specified by the manufacturer.

B. This Work shall consist of removing surface debris and then excavating a planting hole and blending compost with the excavated soil to improve soil quality and plant growth. The Planting Soil Backfill Mix shall be created on the project site by uniformly mixing compost with the excavated soil of the planting hole at a 1:3 ratio (25% compost: 75% excavated soil). Backfill and firm the soil blend around the rootball within the planting hole, as described under Part III – Execution. This specification applies to all types of containerized and balled and burlapped plant material.

C. Compost shall be a stabilized mixture derived from organic wastes such as food and agricultural residues, animal manure, mixed solid waste and biosolids (treated sewage sludge) that meet all State Environmental Agency requirements. The product shall be well composted (mature compost, not green compost), free of viable weed seeds and nematodes and contain material of a generally humus nature capable of sustaining growth of vegetation, with no Materials toxic to plant growth.

THIS SPACE LEFT BLANK INTENTIONALLY

Compost shall have the following properties:

Parameters	Range
pH	5.5 – 8.0
Moisture content	35% - 55%
C:N ratio	15 – 30:1
Organic matter	> 50%
Particle size	< 1 inch
Soluble salts	< 4.0 mmhos (dS)
Bulk density	< 1000 lbs/cuyd
Foreign matter	< 1% by weight

D. This specification covers the properties of **AllGro ™** as distributed by: **AllGro**, 4 Liberty Lane West, Hampton, NH 03842, telephone (800) 662-2440. The Contractor shall utilize **AllGro** compost, or Department-accepted equal, as directed above.

580-2.02 Plant Material

A. The words "Plant Materials" or "Plants" or "Trees" refer to and include trees and palms. "Plant Materials" shall also refer to accent plants, ground covers and woody ornamentals. When the words "palms" or "palm trees" are utilized, no reference to other tree types is intended. When the words "trees (excluding palms)" are utilized, no other reference to palm trees is intended.

B. Plant species shall conform to those species and cultivars indicated on the Plans and in the Specifications.

C. Plants shall be sound, healthy, vigorous, free from plant diseases, insect pests or their eggs and shall have healthy normal growth and root systems. Tree trunks shall have the specified caliper, straight with no fresh cuts, fissures, scrapes, or scars, and shall have the specified clear trunk height, overall height, spread, and rootball size, as applicable. Container grown plant Materials shall be "Florida Fancy" as described in Florida Grades and Standards , Shrubs, Groundcovers and Vines.

D. The species and varieties furnished by the Contractor shall include those listed below and/or substitutions mutually agreed upon by the Contractor and the Department. The basis to be used for comparison of plants to be substituted in the respective categories shall be plant descriptions and wholesale prices as described in Betrock Information Systems' PlantFinder.

E. Trees are required to be one of the following:

1. Container Grown

a. Plastic containers: Trees grown in plastic or other rigid containers shall be well established and in the container for at least 60 days, and not root-bound. Minimum container size guidelines will follow those established by Florida Grades and Standards.

b. Fabric containers: Minimum rootball size will follow the guidelines established in Florida Grades and Standards. Trees grown in fabric bags should be properly root-pruned and hardened-off in the nursery following harvesting for 45-90 days.

c. All slash pines and wax myrtles are required to be container-grown for entire lives before planting on project sites.

2. Field Grown: Shall have the appropriate root ball size based on the tree's trunk diameter (caliper) and/or height as established by the Florida Grades and Standards. Rootball depth on balled and burlapped (B&B) stock (excluding palms) shall be at least 2/3 of the rootball diameter shown. Field grown trees should be properly root-pruned and hardened-off in the nursery for a period of 45-90 days, and will be inspected by the Department for new root growth.

a. Field grown balled and burlapped (B&B) trees are usually specified on the unit Bid price plant list, however upon Department approval, well established non-root bound container plants may be substituted for B&B material, when all other requirements, Specifications, and unit Bid prices of B&B trees are adhered to.

b. Natural fabric burlap is to be utilized. Synthetic woven plastic fabrics and wire baskets are prohibited unless the Department provides written approval.

F. Collected plants shall not be used unless specifically called for in the Specifications or accepted in writing by the Department. The type, size, and availability of specific species will be the basis of selection of any collected plants.

G. All plants for this project are to be secured from state registered nurseries within the south and central Florida areas (as defined by Betrock Information Systems' PlantFinder geographic regions) unless authorized in writing by the Department.

580-2.03 Quantities

A. The quantities shown in the leader call-outs in the Plans govern the required installed quantities. The Plant List summarizing quantities is provided as a reference only. The Contractor is responsible for his own take-off. Discrepancies must be brought to the Department's attention, in writing, at the time of ordering plant Materials.

B. The Department reserves the right to adjust the number and locations of the designated types and species of plants to be used at any of the locations shown. The Department shall make payment based on the actual quantities installed as approved in writing by the Department.

580-2.04 Fertilizer for Plantings

A. Provide commercial grade granular fertilizer uniform in composition, dry and in a free-flowing condition for application by suitable Equipment, delivered in unopened bags or containers, each fully labeled and complying with Florida State fertilizer laws.

B. Provide a complete fertilizer with proper ratio of nitrogen (N), phosphorus (P), and potassium (K) for the species, including micronutrient trace elements of iron, manganese, zinc, copper, and boron. Provide acid-based, slow-release (sulfur coated) formulas with at least 50% slow-release of nitrogen and potassium.

C. For non-flowering trees, use 10-4-12 high sulfur, iron, and potash; and for flowering trees, use 15-4-11 high sulfur, iron, potash, magnesium, and manganese – both to be acid based, slow-release nitrogen (sulfur coated) to include minor elements (or accepted equal).

D. For palm trees use a 'palm special type' 8-4-10 to include minor elements, very high sulfur, manganese, magnesium, and iron; 50% slow-release nitrogen and potassium; and acid-based (sulfur coated) or accepted equal.

E. For accent plants, ground covers and woody ornamentals, use 16-4-8 that includes micro nutrients, 25% sulfur coated area, 50% slow release nitrogen, or accepted equal.

580-2.05 Top Mulch

A. Mulch shall be recycled, not harvested wood, and made entirely from the wood and bark of the Melaleuca quinquenervia tree, eucalyptus tree, cypress tree milling by-product, or mixed hardwoods. NO CYPRESS MULCH SHALL BE USED ON STATE ROADS. The mulch shall be shredded, cleaned, sized, and aged (heated) to destroy weed seeds, pathogens, and insects. It shall not contain more than 10% (by volume) bark. Shredded pieces of mulch shall not be larger than ¾" diameter and 1-1/2" in length. Mulch shall be free of weeds, seeds (including Melaleuca spp. seeds), soil, and any other organic or inorganic material.

B. Prior to its delivery, mulch shall have been inspected and certified by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proof of delivery shall bear official State of Florida stamp of inspection and certification (Grade AA or A). Deliver in bags or bulk by the cubic yard.

C. All material specified shall be processed specifically for use as mulch around trees and plant beds. The use of construction wood or wooden pallets (which do not decompose and/or may harbor pests), the use of fresh-wood mulch (which deprives surrounding plants of nitrogen), or the use of color dyed mulches, is prohibited.

580-2.06 Water

Contractor shall provide water, labor, and Equipment (including a self-canceling nozzle with a diffuser) necessary to distribute water as required for all installed Materials using hand-watering methods. Existing or proposed irrigation systems will not be relied on to provide water for newly planted Materials. Use water free of elements toxic to plant and/or animal life. Refer to SECTION SM – SITE MAINTENANCE for detailed watering Specifications.

580-2.07 Guying and Staking Material

A. Support stakes, braces, battens, and anchor stakes pads shall be structurally sound, #2 grade, yellow pine, or #2 cedar; free of knot holes, splinters, checks, or cracks, and sized and arranged as per details on plan.

1. Minimum nominal size of vertical stakes: 2"x4" with the length adjusted as appropriate for proper staking relative to tree height or as per Specifications/details.

2. Minimum nominal size of angled braces: 2"x4" with the length adjusted as appropriate for proper staking relative to tree height as per Specifications/details.

3. Anchor stake pads for braces to be 2"x4" and a minimum of 12" long.

4. Battens for braces to be 2"x 4" and a minimum of 12" long.

B. Banding at brace battens for heavy trunked palms and specified trees shall be minimum 1" steel manufactured specifically for banding – minimum two (2) bands per palm. Wrap palm trunks (excluding Washington palms) with minimum of five (5) layers of heavy nursery grade, burlap cloth before installing battens.

C. For small trees using vertical support stakes, trunks shall be secured to such stakes with guying material that is wide, smooth, sturdy and flexible plastic or rubber such as Wellington tape or accepted equal. Guying tape to connect trunk to support stake at 90°. This flexible tape shall replace the traditional guy wire and hose method in order to avoid damage to trunk and branches.

D. Unless the appropriate painting Bid item is included in the applicable Work Order, then all vertical stakes, angled braces, anchor stake pads, and/or battens shall be provided and installed as natural, unpainted wood. When the appropriate painting Bid item number is included in the applicable Work Order, then the wood for all vertical stakes, angled braces, anchor stake pads, and/or battens shall be painted Forest Green using Behr exterior grade flat latex paint, or accepted equal, such that there is complete coverage of all surfaces. This painting shall be done prior to delivery of the wood staking and bracing material to the planting site. The only painting allowed at the planting site will be minor touch-up by brush only for saw cuts, abrasions, nicks, etc. There shall be no spray painting at the planting site. Care shall be exercised to avoid wet paint coming into contact with the tree/palm, Wellington tape, banding, or burlap.

To the extent that painted vertical stakes, angled braces, anchor stake pads, and/or battens are proposed by the Contractor for re-use, then in addition to meeting other specification requirements, they shall receive a fresh, complete coat of the above specified paint. This complete paint coverage shall be maintained in good condition until staking and bracing Materials are removed from the planting site. The Department reserves the right, at its discretion, for the Department to paint staking and bracing material.

580-2.08 Root Barrier Material

The Contractor shall provide and install rigid root barrier, DeepRoot UB 48-2 by Urban Landscape Products, or flexible fabric root barrier, Typar Biobarrier Root Control System as manufactured by Reemay, Inc., or accepted equal, as directed by the Department or as indicated in the Plans or as required by the permitting agencies. All safety precautions and installation procedures prescribed by the manufacturer shall be adhered to.

580-3.00 Execution

580-3.01 General

A. The Contractor's Work shall conform to accepted horticultural practices as used in the trade, unless specifically directed to the contrary by the Contract Documents or otherwise by the Department.

B. Plants shall be protected upon arrival at the site by being thoroughly watered and properly maintained until planted. Plants shall be provided complete shade until installation, unless directed differently by the Department. If a balled and burlapped (B&B) tree is not planted within 12-hours of delivery then the rootball shall be kept covered with a moist material to prevent drying of root growth tips until planting. Plants shall not remain unplanted on-site for a period exceeding 24-hours. All sod must be installed within 72 hours of harvest from the source farm. Any sod which is not planted within 24 hours after cutting shall be stacked in an accepted manner and maintained in a properly moistened condition. Any sod left on the Work site for more than 48 hours before installation will be rejected. All sod delivered to the Work site will be contained on 48" x 48" wooden pallets and individual pieces be no smaller than 12" x 24".

C. The Contractor shall install and maintain all plants (through final acceptance) in accordance with the requirements of the project Plans, Bid documents/Specifications, and applicable standards as listed under ITEM 580 -1.04 B.

580-3.02 Layout of Planting Holes

A. The approximate location of some existing above-ground and underground utilities, structures, and other improvements are shown on the landscape Plans for general information purposes only, and are not to be relied upon nor regarded as relieving the Contractor of responsibility for verifying exact field locations. All such improvements shall be investigated and verified in the field before starting Work. Refer to ITEM 580 -1.03 F for other applicable requirements.

B. Should the Contractor encounter overhead or underground obstructions, Median modifications, or other conditions which interfere with the specified locations for plantings, then the Contractor shall immediately notify the Department and alternate planting locations or plan modifications will be selected and approved by the Department. Trees which cannot be adjusted to accommodate such conditions and still adhere to clear sight spacing and clear zone requirements, will be eliminated.

C. Before digging of planting holes, the location and arrangement of the planting shall be marked by the Contractor. The Contractor shall notify the Department a minimum of 48-hours in advance (excluding weekends and/or Holidays). The Department shall reserve the right to approve or reject all marked tree locations which shall conform to the requirements of the Specifications, Plans, and details unless otherwise addressed above.

580-3.03 Tree and Palm Installation

A. All planting holes shall be excavated to size and depth specified herein and in accordance with the Plans and details, and backfilled with the prepared Planting Soil Backfill Mix as specified or as directed by the Project Engineer. The general planting procedures for all trees and palms, whether B&B or container grown, are similar except as noted below.

1. Container-grown trees and palms:

   (a) Any container-grown (CG) plants which have become pot-bound or for which the top system is too large for the size of the container, shall be rejected.

   (b) CG plants shall not be removed from the container until immediately before planting, and with all due care to prevent damage to the root system. At such time, all containers shall be cut and opened fully, in a manner that will not damage the root system.

   (c) Trees in containers shall be carefully removed from the pots, cans, boxes, or other containers in a manner not to damage the roots or the rootball of soil formed by the container. Scraping the rootball on the sides and bottom to stimulate new root growth outside of the existing rootball should be performed prior to placement into the hole.

2. Balled and Burlapped Trees and Palms: Always move B&B plants (except heavy trunked palms) by the rootball only. Never use the trunk as a handle to pick up or move these plants. Care should be taken not to disturb the rootball, as this would severely damage the root system. Removal of all the burlap before planting is not necessary (if it is biodegradable fabric), although the top one-third (1/3) of the burlap shall be pulled back and cut off.

   If accepted for use under ITEM 580-2.02 E.2.b, synthetic fabrics and wire baskets require special attention. Remove woven plastic fabrics and nylon twine completely after setting the plant in the hole since such nondegradable Materials can girdle stems and roots as they expand through the material. However, this practice may not be feasible when moving large trees that have been sleeved in woven plastic Materials before being placed in wire baskets. Slice the material through the wire basket and remove as much as possible to facilitate healthy root growth into the landscape soil. Once the tree is set in the planting hole, cut off all of the wire basket (that is not under the rootball) before backfilling.

3. Palms: Generally, procedures for planting balled and burlapped trees are suitable for palms. Palms shall be harvested with a rootball appropriate for the size and species of palm

per the current Florida Grades and Standards. Foliage of all palm species except Sabal palmetto shall have the leaves tied with a biodegradable twine or burlap in a bundle around the bud. Fronds shall be untied by the time of the first quarterly inspection, unless the Contractor deems this to be detrimental to the palm. Complete leaf removal at the time of digging is required when planting Sabal palmetto, however, protection is required for heart frond and bud.

B. Circular planting holes with vertical sides shall be excavated for all trees. The diameter of planting holes for all trees shall be a minimum of 1.5 times larger than the rootball, per planting details, unless prevented by site obstructions or otherwise authorized in writing by the Department. The depth of each planting hole shall be not less than 6" deeper than the height of the root ball or container as applicable and as per planting details.

C. Trees shall be set in planting holes on the specified prepared planting soil mix backfilled and brought to a height to permit the top of the rootball to be 2" above the surrounding finish grade at the completion of tree installation. This allows for some settling such that the final planting will be at the same depth the plants grew in the nursery. All trees shall be planted in a vertical position (plumb). All trees shall be handled by a padded nylon strap around the rootball for lifting purposes. Heavy-trunked palms may be lifted by the trunk provided the lifting strap is padded.

D. After placing the tree in the hole, the planting soil specified herein shall be slowly watered into place in layers and then firmly tamped to eliminate voids and air pockets and to ensure the backfill mixture is surrounding the rootball. Do not overly compact the soil to the point that it would be detrimental to the tree's health. All tamping shall be such that no trees will settle below their original growing height and the surrounding finish grade. Do not mound any soil over the roots.

E. For water retention, a minimum 6" high circular earthen berm (water ring) shall be formed around each tree such that the inside edge is located at the perimeter of the 6' wide planting hole.

F. All trees shall be thoroughly watered at the time of planting and kept adequately watered to ensure healthy Florida Grade No. 1 trees until time of final acceptance. No allowances will be made for tree or palm losses due to lack of adequate or proper watering. Following initial acceptance, the watering requirements of ITEM 585-3.01 C shall be complied with.

G. Pruning shall be done on-site after planting (with due regard to the natural form and growth characteristics of each specie) to remove damaged limbs, to remove branches falling within the required clear site window, or as directed to improve overall plant appearance. Do not remove more than 15% of branches unless otherwise approved by the Department in writing. Pruning methods shall follow standard horticultural practices using appropriate tools. Lopping, shearing, or topping of plant material will be grounds for rejection. Damaged, scarred, frayed, split, or skinned branches, limbs, or roots shall be pruned back to live wood, unless such damage, once so corrected, causes the tree to not meet the Florida Grade No. 1 standard, thus requiring tree replacement at no additional expense to the Department. The

central leader or bud shall be left intact unless severely damaged, in which case the tree will be replaced at no additional expense to the Department. Remove any tree leader dowels and fasteners at the time of planting.

H. During the course of planting, excess and waste Materials shall be removed by the end of each day's operations. When planting in an area has been completed, all debris from planting operations shall be removed and the area maintained in this finished state until final acceptance.

580-3.04 Fertilizing

After planting tree, and prior to mulching the saucer, apply the recommended types and quantities of fertilizer appropriate for tree type according to the manufacturer's recommended rate Specifications for new plantings. Apply fertilizer to the soil surface within the saucer area such that the granular fertilizer is mixed into the top 6" of soil around the edge of the root zone to the perimeter of the saucer berm and then watered in. Never allow fertilizer to touch the trunk of the tree to avoid burning by soluble salts. The use of tablet-type fertilizers such as "Agri-Form" or equal, to be placed in the planting hole prior to backfilling is also acceptable.

580-3.05 Mulching

A. Prior to mulching the saucer area around each tree, remove all weeds, debris, and rocks (over 1" diameter), and then level the soil inside the saucer area surrounded by the circular berm without covering the top of the rootball.

B. A 3" layer of the specified biodegradable mulch, suitable to the Project Engineer, shall be placed around all newly planted trees within earth berms surrounding saucers as defined in ITEM 580-3.03 E and as shown on drawings and as specified. For individual plants, the mulch shall be spread to entirely cover the saucer area within the circular earth berm. Mulch shall be installed and maintained a minimum of 3" away from the trunks of all trees. Once in place, the mulch is to be watered until saturated.

C. This 3" mulch layer shall be maintained around each tree by the Contractor until its final acceptance in order to buffer soil temperature, reduce weed competition, conserve moisture, and increase soil nutrient availability.

580-3.06 Guying and Staking

A. Guy and stake plant Materials as specified and detailed to assure upright form, and in accordance with the following:

1. All trees with calipers smaller than 2-1/2" shall be staked with three (3) vertical stakes 120° apart. All trees with calipers between 2-1/2" and 4-1/2" inclusive shall use four (4) vertical stakes 90° apart. All stakes shall be 2"x4" (with length sized relative to tree height such that stakes reach the height of major branching), set vertically at least two (2') feet into the ground, and at least 12" deep into undisturbed soil, and also set against the planting hole wall. The tree shall be centered within the stakes and held firmly in place by Wellington

Tape (or accepted equal), and tied to the stake and the tree to prevent slippage. Tighten guying tape as necessary to ensure tree is secured in upright position.

2. Heavy-trunked palm trees and trees with calipers over 4-1/2" shall be braced with a minimum of four (4) 2"x4" wood braces (with length sized relative to tree height), toe-nailed to 2"x4"x12" minimum battens which are tightly secured at two points to the tree (with 1" steel banding), at a point at least 1/3 the clear trunk height. Provide one (1) batten per brace minimum with additional battens as needed to prevent banding from touching trunk. The braces shall be set at an angle between 45° and 60° to the ground. The trunk shall be padded with five (5) layers of burlap under the battens (except for Washington palms). Braces shall be approximately 90° apart and secured underground by 2"x4"x12" minimum anchor stake pads hammered such that the deepest point is at least ten (10") inches below finish grade. Anchor stake pads shall not be exposed more than 2" above finished grade and be located no farther from the trunk than 6" from the outside toe of the earth berm around the saucer. The tree shall be centered within the braces.

B. All trees and palms shall be staked/braced on the same day as installed, and at no time shall any newly planted tree or palm remain without stakes for more than 24-hours after installation. The Department may prohibit completion of any further Work until all plant material has been appropriately staked. The Contractor's guying and staking shall prevent trees from falling or being blown over (including by high winds). The Contractor shall re-straighten, replant, and restake all trees which lean or fall, and remove all trees which are damaged due to lack of proper guying and staking within two (2) Working Days of notification by the Department. The Department will determine if the fallen tree is damaged and is to be replaced. Such decision shall not be cause for additional expense to the Department. Damaged trees shall be replaced and guyed or staked at no additional cost to the Department within 30 Calendar Days of notification occurring at quarterly inspections.

C. All guys and stakes found to be too loose or damaged shall be repaired, tightened, and/or replaced within two (2) Calendar Days of notification by the Department at no cost to the Department. Guys and stakes shall be fully maintained to provide adequate structural support for the plant providing a neat, orderly and clean appearance. In cases of stake or brace damage caused by circumstances beyond those covered in the Contract, such as vehicular accidents, the Contractor shall replace damaged stakes as specified by the Department at Bid price.

D. At the Contractor's discretion, all guying and staking material should be removed between the sixth (6^{th}) and twelfth (12^{th}) months following planting. At the Contractor's option, the anchor stake pads shall be either completely removed or driven into the ground such that the top of the stake is a minimum depth of 4" below grade. The Contractor shall notify the Department fifteen (15) Calendar Days prior to removing guying and staking material. Removal of guying and staking Materials shall not relieve the Contractor of any responsibilities of any warranted Materials that may be in place.

580-3.07 Maintenance Prior to Initial Acceptance (At Installation)

The Contractor's maintenance shall commence after each plant is planted and shall continue until initial acceptance (at installation), after which the formal minimum twelve (12) month maintenance/guarantee period shall commence. All maintenance operations before and after Initial Acceptance (at installation), shall be conducted consistent with Specification SECTION 585 -SITE MAINTENANCE, which includes the guarantee and replacement requirements.

The Contractor shall maintain Florida Grade No. 1 quality until final acceptance. This plant maintenance shall include watering, pruning, weeding, cultivating, mulching, fertilizing, repairing or replacing stakes and guys, replacement of sick or dead plants, resetting plants to proper grades or upright position, restoration of the circular earth berm around the saucer, protection from insects and diseases, and all other care required for proper growth and health of the plants. Proper protection of grassed areas shall be provided and any damages resulting from planting or maintenance operations shall be repaired promptly. If determined to be necessary by the Department, disturbed areas shall be re-sodded to match existing turf at no additional cost to the Department.

580-3.08 Sod Installation and Maintenance Prior to Initial Acceptance

A. Elimination of Existing Turf Cover: Existing vegetation cover is to be sprayed with a non-selective herbicide such as Glyphosate (Roundup) or equivalent. Herbicide is to be applied at a rate of active ingredient per gallon as specified on the product label. All spraying must be done with a low volume / low pressure sprayer and applied in a manner that will minimize drift and contact with adjacent plant Materials or vehicular traffic. No spraying will be allowed under inclement weather conditions or wind in excess of 10 miles per hour. If an indicator dye is used in the spray mixture, it must not come into contact with the curb, gutter, traffic separator, or other concrete surfaces. The Contractor is responsible for the removal of any stains caused by indicator dyes to these surfaces. The resulting dead vegetation is to be raked and removed.

B. Site Preparation: The site is to be prepared for sodding by the removal of debris such as sticks, rocks, roots and litter and the establishment of final grade. The location of any existing irrigation systems are to be noted and all sprinkler heads flagged prior to the beginning of site preparation Work. All holes and depressions are to be filled with backfill material that consist of 50% sand and 50% organic soil. Existing high spots in the Median surface are to be leveled with the resulting grade facilitating the sheet-flow of water to the curb line. The soil perimeter at the inside curb line is to be excavated to a depth of ¾" to 2" to allow the top of the base of the installed sod to be flush with the top of the curb. Any soil that is spilled outside of the Median must be removed immediately.

C. Sod Installation: The sod is to be placed onto the prepared site in a pattern with staggered seams. All sodding must be done in contiguous areas with no large gaps between planting sites. Each piece of sod must be abutted against the one adjacent to it. All gaps between pieces of sod will be filled with partial sod pieces or topsoil. No gaps greater than ½" in the seams between the individual pieces of sod will be accepted. All parts of the sod must be in firm

contact with the soil surface and any corners or edges that overlap other pieces of sod must be trimmed. The sod must be kept 2 feet away from the trunks of any existing trees with a symmetrical circle of bare ground being established around each tree. All sod shall be top dressed with screened soil mixture of 75% organic soil and 25% sand that is free of rocks sticks or other debris. After the topdressing operation is completed the sod is to be compacted with a 1,000 lbs. roller.

D. Site Cleanup: All wooden pallets, partial sod pieces, piles of backfill material, Equipment and debris must be removed from the job site prior to the approval of substantial completion.

E. Irrigation: As soon as the area covered by a single zone of irrigation is sodded, the system should be activated and 0.10" to 0.25" of water applied to the sod. The newly planted sod is to be irrigated twice a day between the hours of 10:00 a.m. and 2:00 p.m., unless watering restrictions are in effect, for a period of 10 days or until a root system has been established as evidenced by substantial resistance when the sod is pulled away from the soil base.

F. Mowing: The Contractor is responsible for an initial mowing of the sod with St. Augustine "Floratam" mowed at 3" and Bahia "Argentine" at 3.5" with a rotary type mower. If the mower is equipped with a side-delivery chute a deflection device should be used to eliminate the discharge of grass clippings into Roadway lanes.

580-3.09 Installation of Accent Plants, Ground Covers and Woody Ornamentals

A. Elimination of Existing Vegetative Cover: shall conform to the Specifications contained within ITEM 580 -3.08 A.

B. Site Preparation of Planting Beds: The site is to be prepared for planting by the removal of debris such as sticks, rocks, roots and litter. The area to be planted shall be excavated to a depth of 18" and backfilled to a level of final grade with a soil mix comprised of 50% sand and 50% screened organic material such as screened muck or compost, guaranteed as weed free. All excavated material is to be removed from the planting site.

C. Installation of Plant Materials: Plant Materials shall be removed from containers prior to planting. Any rootballs containing regions of compacted or encircling roots shall be loosened by making vertical cuts to the root mass. Plant Materials shall be placed in holes that are slightly larger than the diameter of the rootball with the top of the rootball to be at or slightly above finished grade. "Terrasorb AG", or accepted equal, is to be added to the planting hole at a rate of ¼ oz. (1 tsp.) per gallon of rootball being installed, prior to backfilling. Backfilling shall be made with the specified soil mixture and shall be firmly compacted and watered-in, so that no air pockets remain.

D. Pre-emergent Herbicide Application and Mulching: The planted bed shall receive a pre-emergent granular herbicide application using "Ronstar G", or accepted equal, applied using methods and rates as specified on the manufacturer's label prior to the application of mulch. Mulch products used in bed plantings shall conform to the Specifications as listed in ITEM 580 -2.05.

580-3.10 Basis of Payment

All cost associated with the performance of this Work under this Contract including but not limited to all Materials, labor, and Equipment required to successfully establish the plant material and to complete the incidental Work shall be included in the unit Bid item price for the individual plant material.

Payment for these items shall be on an 'each' basis.

END OF SECTION

SECTION 585
SITE MAINTENANCE SPECIFICATIONS

SECTION 585 IS ADDED TO THIS SPECIFICATION

585–1.00 General

585-1.01 Work Included

A. The maintenance Work consists of providing all labor, Materials, Equipment, permits, maintenance of traffic, and incidentals necessary to perform all required landscape maintenance commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period. These Specifications apply to all projects throughout Palm Beach County assigned to the Contractor.

B. Grassed areas beyond the perimeter of the earth berm/watering saucers will be maintained by others.

585-1.02 Related Work Specified Elsewhere

Section 580 – Landscape Installation: These provisions shall apply to all Work in Section 585 Site Maintenance as appropriate.

585-1.03 General Operating Specification

Refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (2004 edition), as the general operating specification document, however Section 580, Landscaping is deleted and replaced with the Specifications for LANDSCAPE INSTALLATION (SECTION 580) and the SITE MAINTENANCE (SECTION 585) herein. Maintenance of traffic requirements are described in the Contract Documents.

585-1.04 Protection

Protect all plants, wildlife, site furniture, paved surfaces, and buildings during maintenance procedures and the application of chemicals. When using Equipment and chemicals, use according to manufacturer's directions and Specifications. Repair or replace any items damaged through improper use of Equipment or application of chemicals at no cost to the Department. Contractor shall submit a copy of the applicable pest control licenses to the Department and Material Safety Data Sheets for all products to be used for this Work. Apply all chemicals after 48-hours' notice to the Department and at a time and in such a manner that the public will not be in contact with nor have any real or imagined harm done to them by the application including, but not limited to, herbicides, insecticides, and fungicides.

585-1.05 Coordination of Maintenance Schedule

Coordinate and schedule all Work through the Department. The Contractor shall submit a detailed maintenance schedule for the minimum twelve (12) month maintenance/guarantee period (divided into anticipated quarterly Work Plans) to the Department for review within fifteen (15) Calendar Days of receipt of Work Order and before Initial Acceptance (of installation).

585-1.06 Quality of Operation

Provide the maintenance services in a professional manner and keep all areas in a clean, orderly, and safe condition, satisfactory to the Department at all times. Abide by all applicable federal, state, and local laws, ordinances, and regulations.

585-1.07 Personnel

A. During all maintenance Work hours, provide a qualified, English speaking and competent person in the Work area who is authorized to supervise the maintenance operations and to represent and act for the Contractor.

B. All personnel shall be required to wear proper attire which, as a minimum, includes a standard shirt carrying company name and/or logo, present a good appearance and maintain a professional code of conduct.

C. All personnel shall take lunch breaks and use restroom facilities in appropriate areas off site.

585-1.08 Equipment

A. All vehicles shall be maintained in good working order, affixed with a company name/logo, painted, with no visible rust and shall be parked on pavement in public areas only. Provide protection of paving from loading ramps. Use tarps/plywood to protect from oil.

B. Fueling mowers, edgers, etc. shall be completed prior to unloading Equipment. Re-fueling, addition of oil, etc. shall be done with care and preferably over concrete. Any damage to asphalt or sod/planted areas from gas, oil or chemical spills shall be fully corrected by Contractor.

C. No storage or provision for storage shall be made on site for maintenance Equipment or Materials. Contractor shall be responsible for transporting Equipment and Materials to the site and off site in sealed or secured containers and vehicles as required, unless specifically allowed by written agreement.

585-1.09 Monthly Reports

On or before the tenth day of each month, submit for approval a written report describing in detail all Work performed by the Contractor under this Contract during the past month (including replacement, mulching, fertilizing, pruning, and chemical application activities). The report shall also include: dates of site inspection(s) by qualified personnel as described in ITEM 585 -1.07; observations of the general health and vitality of all plantings; the locations and severity of any pests encountered; detailed descriptions of all chemical treatments applied; the general condition of areas maintained; descriptions of damage and vandalism; repair or maintenance recommendations; and the proposed general and landscape maintenance program to be performed by the Contractor during the next month. Department shall approve format of monthly reports, and require revised formats as necessary.

585-1.10 Routine Quarterly Inspections

During the minimum twelve (12) month maintenance period, the Contractor will be required to make maintenance inspections with the Department on a quarterly basis for weeks number 13, 26, and 39 from the date of Initial Acceptance (at installation) at a time scheduled by the Department. Problems identified during these inspections and corrective actions to be taken (with time frames) will be listed by the Contractor and be incorporated into an amended version of the upcoming quarter's Work plan, unless otherwise indicated by the Department.

585-1.11 Guarantee, Replacement, and Final Inspections

A. Guarantee: All Work shall be guaranteed during the minimum twelve (12) month maintenance/guarantee period during which all plants are to be maintained to meet Florida Grade No. 1 as per Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services (henceforth referred to as Florida Grades and Standards). All trees shall be alive, healthy, and in satisfactory growth throughout the guarantee period.

B. Replacements: The Department will be the authority to determine which "Replacement Category" described below applies to each tree and what, if any, action is to be taken.

1. If, at any time during the minimum twelve (12) month maintenance/guarantee period, the Department identifies trees that are substandard, unhealthy, dead, damaged or otherwise in unsatisfactory condition, then such trees shall be removed and replaced/staked by the Contractor as per the following at no additional cost to the Department.

a. Remove such trees within fifteen (15) Calendar Days of written notification by the Department, and fill planting holes immediately with soil to finish grade level. This notification may occur at any time in addition to quarterly inspections.

b. Replace such trees within thirty (30) Calendar Days after the written notification occurring at quarterly inspections.

c. The Department reserves the right to remove any unhealthy, substandard, damaged, or dead trees with prior notification to the Contractor, however, the Contractor shall replace such trees as per these Specifications.

2. Fallen or leaning trees shall be removed (if damaged or otherwise substandard) or uprighted/restaked (if apparently healthy and meeting Florida Grade No. 1).

a. Those trees requiring removal shall be removed within two (2) Working Days of written notification by the Department. Planting holes of removed trees shall be immediately filled with soil to finish grade level.

b. Those trees requiring uprighting/restaking shall be corrected within 12 hours notification by the Department. The Department, without prior notification to the Contractor, reserves the right to remove, reposition, any fallen or leaning tree encroaching into a vehicular travel lane or creating any other situation affecting public health, safety, welfare.

3. Trees showing clear evidence of being damaged or knocked down by vehicular accidents will be removed by the Department and replaced by the Contractor on a unit cost basis within thirty (30) Calendar Days after the written notification occurring at quarterly inspections.

4. The Contractor shall notify the Department by written fax of each successfully completed tree removal and/or replacement and each shall be identified by station number location shown on the planting Plans.

5. All replacement trees shall become guaranteed for a minimum of twelve (12) months from the date of their initial acceptance for replacement installation, and follow the same maintenance/guarantee period requirements specified herein for originally planted trees.

C. Final Acceptance:

1. The Contractor shall notify the Department in writing fifteen (15) Calendar Days prior to presumptive completion of maintenance/guarantee period in order for the Department to schedule a semi-final inspection. Said maintenance/guarantee period shall be continued until the final inspection is complete and the final acceptance of the project is granted by the Department.

2. Within seven (7) Calendar Days of the notice in ITEM 585 -1.11 C.1, a semi-final inspection will be scheduled by the Department with the Contractor. Following the semi-final inspection, the Department will provide the Contractor with a list of deficiencies including necessary replacements and required time frames for completion. Replacements, including those in ITEM 585 -1.10 B, shall occur prior to final inspection and before final acceptance is granted. When the Work specified by the Contract is found to be completed to the Department's satisfaction, the semi-final inspection shall constitute a final inspection.

3. Upon satisfactory replacement of material and performance of required Work by the Contractor, another semi-final inspection shall be made. If the required material is found to have been replaced and the Work completed satisfactorily, then this shall constitute the final inspection.

4. When, upon completion of the final inspection, the Work is found to be completed satisfactorily, the Department shall give the Contractor written notice of final acceptance.

5. Notwithstanding the above, the Department reserves the right to accelerate the date of any final acceptance (thereby ending the maintenance/guarantee period) when the Department deems such action is in the Department's best interest.

6. Earth berm rings utilized to retain water within the saucer area of each tree (located at the perimeter of the planting hole, 1.5 times larger than the rootball) must be maintained at minimum 6" height throughout the entire guarantee period, but are to be knocked down to level grade just before the semi-final inspection for each tree. The grassed areas affected by the reshaped mulched areas shall be treated with an herbicide as per manufacturer's Specifications for weed-removal before applying mulch. A 3" layer of mulch shall be applied by the Contractor to the entire eye-shaped area before final acceptance. The mulch area of trees that are clustered in tight groupings may be merged to form one mulch bed if approved in writing by the Department.

585-2.00 Products

585-2.01 Landscape Maintenance Materials

A. Water: Use water free of elements toxic to plant and/or animal life. Contractor shall provide (within the unit cost for each tree) labor and Equipment necessary to distribute water as required for all installed Materials using hand-watering methods. Existing or proposed irrigation systems should not be relied on to provide water for newly planted Materials.

B. Replacement Trees: Conform to the type, species, grade, standard, size and method of installation as originally specified unless otherwise directed in writing by the Department. For replacement trees which differ from the original plants, the Contractor must obtain prior written approval by the Department, and submit a credit/debit statement, as appropriate.

C. Planting Soil Backfill Mix: As specified in SECTION 580 -LANDSCAPE INSTALLATION.

D. Fertilizer: As specified in SECTION 580 -LANDSCAPE INSTALLATION.

E. Top Mulch: As specified in SECTION 580 -LANDSCAPE INSTALLATION.

F. Herbicides: Use herbicides recommended for the control of the types of weeds encountered as recommended by the University of Florida Cooperative Extension Service.

G. Insecticides: Use insecticides recommended for the control of the types of insect pests encountered. Insecticides shall be EPA approved.

H. Fungicides: Use fungicides recommended for the control of the types of fungi encountered. Fungicides shall be EPA approved.

585-3.00 Execution

585-3.01 Landscape Maintenance

General: Maintain all plantings in a healthy, vigorous and attractive condition so as to maintain the required Florida Grade No. 1 for all plantings as per Florida Grades and Standards, commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period.

A. Tree and Palm Maintenance:

1. Pruning and Trimming:

   a. Trees (excluding palms): Prune all trees to remove dead, broken, or infected branches, suckers, vines and dead or decaying stumps and all other undesirable growth. Perform pruning to maintain Florida Grade No. 1 growth habit. To enhance the appearance of specific trees, the Department may request additional pruning. Perform all pruning in accordance with American Association of Arborists standards and recommendations and also those of Florida Grades and Standards. Do not remove more than 15% of branches unless otherwise approved in writing by the Department. Buckhorning (also called 'hat-racking') of any tree is not permitted.

   b. Palms: Prune all palms to remove dead or substantially brown fronds only.

   c. Debris Removal: Remove and properly dispose of off-site all clippings, leaves, branches, sticks, and twigs after each pruning.

2. Fertilization: Apply specified complete fertilizers that are accepted by the Department at manufacturer's recommended rates. Notify the Department 48-hours in advance of applications. Consistent with Contractor's submitted detailed maintenance schedule in ITEM 585 -1.05, fertilize all trees two (2) times per year between March and October (no

closer than four (4) months apart). Broadcast fertilizer inside saucer area around the edge of the root zone. Fertilizer must not be allowed to touch the trunk.

3. Mulching:

   a. Maintain a three foot (3') radius ring with a three (3") inch layer of mulch in all plant beds around all trees. Replenish to specified depth prior to each quarterly inspection during the minimum 12-month maintenance/guarantee period. Maintain mulch at 3" clear from all tree trunks. Apply mulch after fertilizing, never before.

   b. The Contractor shall be responsible for re-mulching activities (including re-establishment of earth berm of saucer) necessitated by washouts, foot traffic, automobile damage or unforeseen circumstances.

4. Weed Control: On a monthly basis, remove weeds mechanically or by spot treatment with accepted herbicide in all plant beds (including the mulched saucer area and the surrounding earth berm). All herbicides, including pre-emergents, are to be used according to label Specifications during the maintenance period. All planting areas/mulched areas shall be weed-free for the final inspection.

5. Sucker Removal: Remove sucker growth monthly from all areas of the trunk, its base, and root zone.

6. Insect Control: Control insect pests which infest plant Materials, and control ant mounds which may occur in landscape areas. Record insecticides and other remedies on the monthly Work report.

7. Plant Replacement: Refer to ITEM 585 -1.11 B.

B. Watering:

1. All installed trees shall be hand-watered over the entire root zone with a slow soaking at 4-gallons per minute for deep root penetration and protection of surface roots, mulch, and earth berm around saucer. Contractor shall be responsible for adequate watering of all installed trees from the time of planting until final acceptance at the completion of the minimum twelve (12) month maintenance/guarantee period.

2. The following water guidelines have been established for Contractor's information only and shall be considered only as an estimate of water need. Depending on climate, rainfall, soil, and plant conditions, the Contractor shall adjust the water schedule and amount per application to meet optimum plant growth conditions. The Contractor shall be responsible for monitoring climate and plant soil moisture conditions, and determining if watering beyond or less than the watering guideline described below shall be applied. Water shall not be paid for separately, but shall be included in the unit cost per tree.

Water Use Guidelines			
Amount of Water Applied: Trees and Palm Trees: Apply a minimum of 15-gallons water per tree at each application. Water applied should be a slow soaking at 4-gallons per minute maximum.			
Minimum Frequency Guidelines for Hand-Watering:			
Material	Day	Frequency	No. Applications
Trees	1 – 30	Daily	30
"	31 – 180	Every 3rd Day	50
"	181 – 325	Every 7th Day	20
"	326 – 361	Every 12th Day	3

3. Frequency and number of applications may vary due to climate, rainfall, soil, and plant conditions. Less water may be used during wet, cool periods whereas more water may be needed during hot, dry periods. Contractor shall adjust as needed for optimum plant health. The minimal frequencies suggested above shall not limit the Contractor's responsibility for providing adequate watering and acclimation for the proper establishment of all trees.

4. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by the Contractor by filling with topsoil, reshaping earth berm and saucer, tamping to re-stabilize slopes, and replacing lost fertilizer and mulch at no additional cost to the Department.

5. Contractor to use a self-canceling nozzle with a spray diffuser on the end of the hose to ensure water is applied gently so as not to displace mulch or expose root systems.

6. Proof of watering, in the form of receipts, meter readings or other written documentation, shall be presented with the Contractor's monthly reports.

C. Monthly Reports: Complete monthly reports as described in ITEM 585-1.09.

D. All cost associated with the performance of Work under this Contract including but not limited to all Materials, labor, and Equipment shall be included in the unit Bid item price for each tree, shrub and or ground cover/turf.

END OF SECTION

SECTION 590
IRRIGATION SYSTEM CONSTRUCTION

SECTION 590 IS ADDED TO THE SPECIFICATION AS FOLLOWS:

590–1.00 General

590-1.01 Scope of Work

A. Irrigation systems shall be constructed using sprinklers, valves, piping, fittings, controllers, wiring, etc. of sizes and types as shown on the drawings and as called for in these

Specifications. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

Sprinkler lines, valves, piping, wiring, etc. are essentially diagrammatic. Minor adjustments in location to suit field conditions are anticipated. Major relocations shall have prior approval of the Department.

Unless otherwise specified or indicated on the drawings, construction of the irrigation system shall include furnishing, installing and testing of all mains, laterals and fittings, furnishing and installing of sprinkler heads, gate valves, control valves, controllers, and control wires, etc.; all necessary specialities and accessories such as backflow preventers, pump stations, excavation and backfill, and all other Work in accordance with the Plans and Specifications as required for a complete system.

B. The Contractor shall obtain all permits and pay required fees to any governmental agency having jurisdiction over the Work. Inspections required by local ordinances shall be arranged as required. Upon completion of the Work, satisfactory evidence that all Work has been installed in accordance with the ordinances and code requirements shall be furnished to the Department.

C. While working on Medians or on the roadside, proper traffic control shall be used to protect workers and the public. Traffic control operations for installation and for future maintenance shall be in accordance with the Palm Beach County Streetscape Standards Manual, dated October 29, 2003, and as stated in the Maintenance of Traffic Section in these Contract Documents. All Work shall be done in accordance with all local and state codes and standards. All above ground apparatus and structures that are installed shall be kept a minimum of 6' from the adjacent travel lane.

590–2.00 Products

590-2.01 General

All Materials to be incorporated in this system shall be new and without flaws or defects and of the quality and performance as specified and meeting the requirements of this section. All material to be incorporated into an irrigation system that utilizes re-use water shall have the appropriate labels and bear the proper color (lavender) as required by the service provider. All material overages at the completion of the installation are the property of the Contractor and are to be removed from the site.

590-2.02 Pipe and Fittings

Pipe sizes shall conform to those shown on drawings. No substitutions of smaller pipe sizes will be permitted but substitutions of larger sizes may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

A. Polyvinyl Chloride (PVC)

1. All plastic pipe shall be continuously and permanently marked with the following information:
   a. manufacturer's name
   b. pipe size
   c. schedule number, class or SDR number
   d. type of material
   e. code number

2. Unless otherwise noted on the drawings, all plastic pipe fittings shall be Schedule 80 polyvinyl chloride free from manufacturing defects.

3. Solvents used for joining must comply with the requirements of ASTM-D-2466 and be recommended by the manufacturer of the plastic pipe used.

4. All PVC main lines 2 ½" or larger shall have provision for expansion and contraction provided in the joints. All joints shall be designed for push-on connection. A push-on joint with a coupling manufactured as an integral part of the pipe barrel consisting of a thickened section with an expanded bell with a groove to retain a rubber sealing ring of uniform cross section similar and equal to Johns-Manville Ring-Tite and Ethyl Bell Ring or made with a separate twin gasket coupling similar and equal to Certainteed Fluid-Tite are acceptable. Circular gaskets shall conform to the requirements of ASTM designation F477. All O-ring pipe shall be Class 200.

5. All tees and elbows connecting to the o-ring mainline shall be ductile iron manufactured for use with PVC O-ring pipe, Harco or accepted equal.

6. Underground detectable marking tape shall be Line Guard or accepted equal.

7. When directional bore is chosen as the method by which to install sleeves, the main line pipe shall be Schedule 40 Flexible PVC Hose with appropriate fittings for connection to Rigid PVC O-ring main line. Manufacturer shall be KAF-FLEX, (800) 451-7646 or accepted equal.

8. Main line, 2" or smaller, shall be Schedule 40 PVC with Schedule 80 PVC fittings.

9. All lateral lines shall be Schedule 40 PVC.

B. Galvanized Steel: Galvanized steel pipe shall conform to the requirements of ASTM Designation A 120, Schedule 40. At threaded joints between PVC and metal pipes, the metal shall contain the socket end and the PVC side, the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

590-2.03 Risers

A. All sprinklers shall have a flexible riser assembled by the use of flexible polyethylene pipe. The inside diameter of the polyethylene pipe shall be the same diameter as the sprinkler head inlet.

B. Swing joints used with rotor and spray bodies shall be by Lasco or accepted equal.

590-2.04 Valves

A. Backflow Preventer (used only for potable water supply): The backflow preventer shall be a Reduced Pressure Zone (RPZ) type, as accepted by Palm Beach County Water Utilities Department, capable of having a flow rate that is greater than or equal to that which comes from the meter.

   The backflow preventer body shall be constructed of bronze and the internal parts of stainless steel. A backflow preventer is not required for reclaimed water (gray water), but a check valve of the same size as the delivery line is required.

B. Manual Valves: All zone shut-off valves of sizes 2" or smaller shall be all bronze double disc wedge type with integral taper seats and non-rising stem. Those in-ground shall be installed in a separate valve box. Gate valves shall be American made

C. Automatic Control Valves: Shall be Irritrol 100P-1.5 FC with omni-reg pressure regulator, Toro P-220-27-0-6 (pressure-regulated angle type), or accepted equal.

D. Pressure Relief Valves: The pressure relief valve shall maintain constant upstream pressure by passing or relieving excess pressure, and shall maintain close pressure limits without causing surges. The pressure relief valve shall be a fast opening, slow closing, 125 class flanged globe type valve. See Plans for size (1" minimum) and opening pressure.

E. Air/Vacuum Relief Valves: The air/vacuum relief valve shall be a 2" AR Series Combination Air and Vacuum Release Valve by BERMAD, or accepted equal. Install a 1" gate valve to allow isolation of relief valve for periodic cleaning and maintenance. The relief valve shall be installed on a vertical riser affixed to a saddle tap at the top of the mainline at the highest location in the system or as directed.

590-2.05 Valve Box

To be polymer concrete with fiberglass reinforcement with a traffic rated cover as certified by the manufacturer. Recommended manufacturers are CDR systems Corp., Ormond Beach Florida and Quazite, Lenoir City, Tennessee, or accepted equal. Size to be 11" x 18" with plain cover (no metal). The appropriate valve zone numbers shall be stenciled on the underside of the lids.

590-2.06 Sprinkler Heads

A. Quick Coupler Valves: Quick coupler valves shall be two-piece heavy duty brass with locking vinyl cover. Rainbird Model #33 DL RC or accepted equal to be used where specified on the drawings. Provide (2) Model 2049 cover keys with (2) swivel hose ell adapters, Model SH-O or those suitable for use with equal manufacturer. Any quick-couples used with reclaimed water or surface water must be permanently labeled "Do Not Drink" in English and in Spanish.

B. Sprinkler Heads: Toro 570Z PRX, or accepted equal shall be provided where specified on the drawings. Rotor heads shall be Hunter I-20 with stainless steel risers, K-Rain Pro-Plus, Toro EZ Adjust, or accepted equal. All heads located on slopes shall be equipped with a Check Valve Seal.

C. Bubbler Heads: Bubbler heads shall be adjustable with a full circle delivery pattern. Rainbird 1300 A-F, Toro 514-20, Irritrol 533 or accepted equal, shall be provided where specified on the drawings.

590 - 2.07 Electrical Control Wiring

All electrical control wiring shall be UF which has been approved for direct underground burial.

A. Ground wire shall be American wire gauge size 12.

B. Control wire shall be American wire gauge size 14, or as specified on the drawings.

590-2.08 Pump Station

A. Pump shall be as specified on the drawings.

1. Submersible pump requires the following:

   a. A cased well of appropriate size and depth as specified on the drawings to accept the specified pump and motor (see well Specifications).

   b. A submersible pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Goulds, Sta-Rite, Aerometer or accepted equal to be installed with a pressure relief valve. Submit performance curves prior to installation.

   c. One 6" thick concrete, below-ground vault, Model #PB4848-48 by Oldcastle Precast, Inc., or accepted equal. Required inside dimensions shall 48" x 48" x 48" deep. Vault shall have a concrete bottom containing drain hole(s) and an Aluminum 48" x 48" cover. 300 PSF load rating, Model #ADP300 by U.S.F. Fabrication, Inc., or accepted equal. The vault shall be core drilled as necessary to connect tanks to discharge pipe (see Item d below).

d. One rust control tank and one fertigation tank. Tanks shall be 55-gallon capacity, 20" dia. x 38" deep seamless molded plastic, minimum 1/8" thick, Model # TC2038IA by Chem Tainer Inc., or accepted equal. Tanks shall have piped connections to two injector pumps then to the discharge side of the pump. Injector pumps shall be wired to pump control and be capable of delivering between 10 and 100 parts per million. Pumps shall be a solenoid driven metering pump by LMI Unidose, Model # UO42-281, or accepted equal.

e. Electrical Equipment shall be mounted on an aluminum, unistrut rack (3" x 1'-4" U-Channel uprights with 2" x ¼" L- Channel cross braces). The rack shall contain the irrigation controller and motor control/starter in a NEMA 4x enclosure, injector pumps (see Item d above) and a NEMA 4x circuit breaker panel with manual shut-off. A rain switch, Rainsensor Series # RS1000 by Irritrol, or accepted equal shall be required. Connection from the irrigation controller to the rain switch shall be via a conduit adapter mounted on a pole, per code, or through the integration of a wireless rain cut-off. All electrical Work must be performed by a licensed electrician. Electrical service meter shall be mounted 36" above grade on its own unistrut rack at the base of the pole where the riser has been installed.

f. For pumps 5 HP and larger, an Ames C1a Valve, or accepted equal pressure regulating and pressure sustaining valve, pressure gauge followed by a gate valve, both of the same size as the main line.

g. A Coast Guardshack cage fabricated from expanded steel, or accepted equal, to enclose the well head and both valves, mounted on a concrete pad as per the manufacturer's Specifications.

h. Concrete vaults shall contain sump pumps wired to the power panel. Pumps shall be ¼ hp, Myers, Model # 525VI, 115 V, or accepted equal. Install PVC discharge pipe just below grade for a minimum distance of ten feet with a 4" PVC pop-up discharge blow off cover by NDS or accepted equal.

2. Centrifugal pump station requires the following:

a. A cased well of appropriate size and depth as specified in the drawings (see well Specifications).

b. A centrifugal pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Goulds, Sta-Rite, Sullivan Electric or accepted equal, to be installed with a pressure relief valve and Hot Stop or similar emergency shut-off device. Submit performance curves prior to installation.

c. Concrete vault as described in Item 2.08-A1c above.

d. Rust control and fertigation tanks as described in Item 2.08-A1d above.

e. Electrical Equipment and mounting as described in Item 2.08-A1e above.

f. Pressure regulating valve with a pressure gauge as described in Item 2.08-A1f above.
g. A pump enclosure, Canal Screens, Inc., or accepted equal, sized to house the pump and the pressure regulating valve and gate valve if applicable, set on an aluminum skid and anchored to a concrete pad of the size recommended by the enclosure manufacturer.

h. A check valve on the intake side of the pump of the same size as the intake pipe installed either inside or outside of the pump enclosure.

3. Potable, reuse or surface water supplies require the following:

   a. Plans shall be submitted to the appropriate water utility for review. Contractor shall pay any plan review fees. Palm Beach County will arrange for water service and tap, and will pay any service initiation fees.

   b. An RPZ backflow preventer, as accepted by Palm Beach County Water Utilities Department, Ames Cla Valve or accepted equal, pressure regulating and pressure sustaining valve, pressure gauge followed by gate valve installed by a licensed plumber beyond the water meter.

4. When reclaimed water is used, the requirements are the same as those for potable water, except that a check valve shall be installed instead of the RPZ backflow preventer.

5. When the water source is surface water such as a lake or canal, the requirements are the same as those for a centrifugal pump station except for the well. In addition, the suction pipe shall be fitted with a Plum Creek, Aqua Queen or accepted equal, self-cleaning intake screen installed as per manufacturer's Specifications.

B. Pipes, valves, fittings, etc., shall be galvanized steel in sizes and locations as shown on the Plans. No PVC shall be used above ground.

590-2.09 Controller

Shall be Sentinel Field Satellite as manufactured by Toro, or accepted equal, in stainless steel wall-mounted cabinet, mounted on an aluminum unistrut (see Item 2.08-A1e above). Provide an additional 120V, 15 AMP electrical outlet for auxiliary power and a Data Industrial Model IR-PR flow sensor (size determined by size of mainline). Flow sensor shall be located as indicated in details within a 11" x 11" x 18" polymer concrete box with fiberglass reinforcement and fitted with a locking traffic rated cover. Provide each satellite controller with a hand held radio and radio port, one surge protection board, antenna or 56K phone modem D-Series by DATA Comm for Business, U.L. approved ground rod protection and pump start. Contractor shall be responsible for hook up and verification of positive connection to Central Controller. Pump controls shall be mounted on aluminum unistrut with fused shut-off, meter and rain sensor. Electrical service shall be U.L. approved, installed by a licensed electrician and provided with a molded breakaway plug and connector installed in a traffic rated approved in ground pull box.

For information and prices, contact Hector Turf at (954)429-3200.

590-2.10 Communication Tower

Shall be a freestanding tripod G-25 by ROHN, or accepted equal, with 12" spacing. Antenna shall be installed per manufacturer's directions in the location indicated in the Plans or as directed by Department personnel. The number of sections required to provide positive communications shall be determined at the time of installation.

590–3.00 Execution

590-3.01 Surface Conditions

A. Inspection

1. Prior to all irrigation Work, the Contractor shall carefully inspect the installed Work of all other trades and verify that all such Work is complete to the point where this installation may properly commence.

2. The Contractor shall coordinate Work with electrical and paving Contractors, as needed.

3. The Contractor shall verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original designs, the referenced standards, and the manufacturers' recommendations.

4. The Contractor shall call Sunshine State One-Call of Florida, Inc. at 1-800-432-770 to verify utility locations at least 48 hours prior to digging. The Contractor shall be responsible for contacting or locating other utilities. The Palm Beach Water Utilities Department also must be contacted at (561) 641-3429, or the appropriate water utility having jurisdiction over the project area, to verify locations and depths of underground utilities.

5. If the irrigation system is damaged as a result of improper construction or coordination on the part of the Contractor, the damage shall be repaired by the Contractor at no expense to the Department.

B. Discrepancies

1. In the event of a discrepancy, the Contractor shall immediately notify the Department. 100% coverage and 100% overlap is required regardless of any site changes.

2. The Contractor shall not proceed with the installation in areas of discrepancy until such discrepancies have been fully resolved in writing by the Department.

590-3.02 Field Measurements

The Contractor shall make all necessary measurements in the field to insure precise fit of items in accordance with the Specifications found in the drawings. The final layout of the project must be approved by the Department before any Work commences.

590-3.03 Trenching and Backfilling

A. Trenching for plastic pipe shall be excavated to sufficient depth and width to permit proper handling and installation of pipe and fittings. The backfill shall be thoroughly compacted and leveled off to adjacent soil level. The backfill shall contain no lumps or rocks larger than 3 inches. The top six inches of backfill shall be free of rocks larger than 1", subsoil or trash. Pipe trench shall be sodded if placed in an existing sodded area and shall not settle after backfilling.

B. Minimum Depth of Cover:

1. The minimum depth of cover for main lines shall be 24" with a layer of Line Guard installed at a depth of 6".

2. For lateral lines on the discharge side of the E.R.C.V., minimum depth of cover shall be 18".

3. For Line Guard (main lines only), minimum depth of cover shall be 6".

590-3.04 Installation of Piping

A. Inspection of Pipe and Fittings

The Contractor shall carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs, and reaming as required. Install all pipe with all markings up for visual inspection and verification.

B. The Contractor shall coordinate Work with Site Contractor to locate sleeves of size and location as shown on the drawings.

C. Plastic Pipe

1. The Contractor shall exercise care in handling, loading, unloading, and storing plastic pipe and fittings; store plastic pipe and fittings under cover until ready to install; transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid bending and concentrated external load.

2. The Contractor shall repair all dented and damaged pipe by cutting out the dented or damaged section and rejoining with a coupling.

3. In joining, use only the specified solvent and make all joints in strict accordance with the manufacturer's recommended methods. Give solvent welds at least 15 minutes set up time before moving or handling and 24 hours curing time before filling with water.

4. For plastic-to-steel connections, Work the steel connection first; use a non-hardening pipe dope on all threaded plastic-to-steel connections and use only light wrench pressure.

D. Galvanized Pipe

1. Make all cuts to galvanized pipe square with all cuts thoroughly reamed and all rough edges or burrs removed.
2. Make all pipe threads sound, clean-cut, and well fitting.

3. Use pipe dope on male fittings only.

4. Make all screwed joints tight with all the necessary wrenches, but without handle extensions.

E. Pavement Crossings:

1. Sleeves under decorative paving or sidewalks are to be schedule 40 PVC and installed at depth of 24".

2. Sleeves under vehicular paving are to be Schedule 80 PVC or hot-dipped galvanized steel with a minimum wall thickness of .237" and installed at a depth of 36".

3. Installation under existing pavement is to be by jack and bore or directional bore. Ends of the bore shall be marked with 3 M detectable 'buttons' to assist future locations. Upon completion of the bores, the Contractor shall provide documentation of the bore construction by means of bore logs and in addition, on State Roads, plan and profile sheets. Any pavement, curb, sidewalk, or other surface damaged during boring shall be replaced to Palm Beach Department and F.D.O.T. Specifications.

590-3.05 Installation of Equipment

A. Manual Control Valves and Electric Remote Control Valves

The Contractor shall install manual and electric remote control valves in control boxes where indicated on the drawings, a minimum of 18" from back of curb, in accordance with the manufacturer's recommendations.

B. Motor, Pump, Pressure Control Valves, Check Valves and Main Shut-off Gate Valves

Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

C. Air Relief Valves

Install where indicated on the drawings at highest elevation, in accordance with manufacturer's recommendations.

D. Pressure Relief Valves

Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

E. Sprinkler Heads

Installation of Irrigation Heads: Heads shall be placed to finished grades. Locate sprinkler heads a minimum of 12" from back of curb. Upon installation heads shall be flagged by colored markers for positive identification in field. Prior to operation of heads, the Contractor will lay an area 2' x 2' of sod around each head. Sod shall be laid so that it is even with the finished grade. Heads must be firmly set so as to withstand being driven over with soft tire Equipment without damage. Rotor heads require swing joint assemblies.

F. Thrust Blocking

1. In general, thrust blocks are required on the main line at the following locations:

   a. Where the pipe changes direction of the water (i.e., ties, elbows, crosses, wyes and tees).
   b. Where the pipe size changes (i.e., ties, elbows, crosses, wyes and tees)
   c. At the end of the pipeline (i.e., caps and plugs).
   d. Where there is an in-line valve.

2. Blocks shall be concrete, having a calculated compressive strength of 3,000 psi. Install as shown on details.

G. Controllers

The Contractor shall install controllers at locations as shown on plan according to manufacturer's recommendations.

H. Lightning Arrestor

The Contractor shall install an arrestor at each controller location shown on the Plans to provide lightning protection on both primary and secondary sides of all controllers. Proof of effectiveness of lightning arrestor shall be in accordance with manufacturer's guidelines. A maximum of 15 ohms of resistance is allowable.

I. Backflow Preventer

RPZ Backflow Preventer shall be installed by licensed plumber in a location approved by the appropriate water utility department.

590-3.06 Electrical Control Wiring

A. Installation of electrical control cable shall be of the size specified and shall be taped to the bottom of the main line. Expansion joints in the wire to be provided at 200-feet intervals by making 5 to 6 turns of the wire around a piece of ½" pipe. Where it is necessary to run wire in a separate trench, the wire shall be within a PVC sleeve and have a minimum cover of twelve (12) inches.

B. All wire connections at remote control valves, within valve boxes, and at all wire splices, shall be left with a 6' minimum "slack" so that in case of repair, the valve bonnet or splice may be brought to the surface without disconnecting the wires. Waterproof splice to be Rainbird or equal

C. All pump station wiring shall be done by a licensed electrician.

590-3.07 Testing and Inspection

A. Closing in Uninspected Work

The Contractor shall not allow or cause any of the irrigation Work to be covered or enclosed until it has been inspected, tested, and approved by the Department. Any Work which has been covered shall be exposed for inspection.

B. Flushing

Before backfilling the main line, and with all control valves in place before lateral pipes are connected, completely flush and test the main line and repair all leaks; flush out each section of lateral pipe before sprinkler heads are attached.

C. Testing

1. Make all necessary provisions for thoroughly bleeding the line of air and debris.

2. Before testing, fill the line with water for a period of at least 24 hours.

3. After valves have been installed, test all main lines for leaks at a pressure of 100 psi for a period of 4 hours with all couplings exposed and with all pipe sections center-loaded. No more than 5 psi loss will be acceptable.

4. Furnish all necessary testing Equipment and personnel.

5. Correct all leaks and re-test until accepted by the Owner.

D. Final Inspection:

1. The Contractor shall thoroughly clean, adjust and balance all systems.

2. The Contractor shall demonstrate the entire system to the Department, proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius arc of coverage and overspray, and that the installed system is workable, clean, and efficient. No irrigation water shall enter the Roadway.

590-3.08 Instructions

A. Remote Control Legend: Attach a typewritten legend inside each controller door that states the areas covered by each remote control valve.

B. Maintenance Personnel: After the system has been completed, inspected and approved, the Contractor shall instruct the Owner's maintenance personnel in the operation and maintenance of the irrigation system.

C. Provide all manuals, product literature, Warranty Certificates, keys, etc. to the Department - Streetscape Section.

590-3.09 Plans

Substantial deviations from piping layout (2' or more) shall be recorded as Work progresses and an as-built plan of the sprinkler system shall be furnished to the Owner as a condition of completion of Work. Forward all bore logs and profiles, tests results and permit copies to the Department - Streetscape Section.

590-3.10 Guarantee

All Equipment, material, and labor shall be guaranteed by the Contractor for a period of one (1) year after substantial completion of the project. Any defects found, either in Materials or workmanship, during the period shall be immediately corrected at the Contractor's expense.

590–3.11 Basis of Payment

Irrigation system shall include all labor and material cost to install and restore a fully functional irrigation system, provide and install ground rod protection to the satellite controller(s) and pump station(s). Cost shall include the protection and rehabilitation of any existing wells and service points, establishing service points, satellite controllers, pump stations and wells as indicated in the Plans and per Palm Beach County Streetscape Section's Specifications, or approved equals. Cost shall include the integration of the system into the central universal interface software program operated by the Palm Beach County streetscape section including all designated frequencies and the providing of manuals, keys, hand held remotes (two) and ancillary items required for a fully

functional irrigation system with 100% coverage and 100% overlap. Irrigation system shall be paid as a LUMP SUM basis.

END OF SECTION

SECTION 595
IRRIGATION WELL CONSTRUCTION

SECTION 595 IS ADDED TO THIS SPECIFICATION

595–1.00 General

595-1.01 Related Documents and General Conditions

Drawings and General Provision of Contract, including General Supplementary Conditions apply to Work of this Section. The Contractor shall keep a copy of all Contract Documents on-site at all times including drawings, all Specifications and Codes mentioned above, and copies of all logs, and correspondence. All Work shall be done in accordance with all applicable ordinances, laws, codes and regulations. Any changes required by these ordinances, laws, codes and regulations shall be made at no additional expense to the Owner.

595-1.02 Scope of Work

The Work covered by this Section of the Specifications shall include, but not be limited to, the following:

A. All labor, Equipment, material, and operations necessary for construction, development, and testing of the proposed 5" well (see SECTION - 590 IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).

B. All labor and Materials necessary to connect 5" well to a specified pump (see SECTION - 590 IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).

C. Drill 5" well to a depth as necessary to achieve the required water flow and water quality.

D. The Contractor shall apply for and pay for all permits and licenses required for execution of the Work. Any required signatures by Department officials will be provided. The Contractor shall arrange for, and be present during, all required inspections. Any required additional Work or Materials resulting from inspections under the above permits shall be provided at no cost to the Owner.

595-1.03 Quality Assurance

A. The Contractor shall inspect the site to determine conditions to be encountered during construction noting all existing and /or proposed utilities (see SECTION–590 IRRIGATION

SYSTEM CONSTRUCTION SPECIFICATIONS for underground utility location procedures).

B. The Contractor shall be responsible for any damage that occurs as a result of the construction. This shall include, but not be limited to, the Owner's property, underground utilities, and vehicular traffic. The Contractor shall keep the Work area neat and orderly, continually removing rubbish, waste material and temporary structures.

C. Protecting Water Quality

Take precautions to prevent contaminated water or water having undesirable physical or chemical characteristics from entering the stratum from which well is to draw its supply. Prevent contaminated water, gasoline, etc., from entering well, either through the opening or by seepage through ground surfaces.

If well becomes contaminated or water having undesirable physical or chemical characteristics enters the well due to neglect, provide casings, seals, sterilizing agents or other Materials to eliminate contamination or shut off undesirable water. Provide remedial Work at no cost to the Owner.

Exercise care in performance of Work to prevent breakdown or caving-in of strata overlaying that from which water is to be drawn. Develop, pump or bail well until water pumped from the well is substantially free from sand.

Protect Work to prevent either tampering with the well or entrance of foreign matter during well development. Upon completion, provide a temporary well cap.

D. Driller's Requirements: An experienced foreman or driller who has authority to take orders from the Department is to be constantly in control of the well site. Upon request, the driller shall furnish well drilling information desired by the Department.

E. The Contractor shall guarantee the water well for one (1) year from the date of initial acceptance by the Department. This shall include all material, workmanship, and well performance.

595-1.04 Abandonment of Drilling

A. If it becomes necessary to abandon drilling operations before completion of a water producing well, the Contractor shall follow all regulations for abandonment of the well as required by local authorities having jurisdiction.

B. Should abandonment of drilling be necessary due to poor workmanship or negligence on the part of the Contractor, no compensation will be allowed.

C. Should abandonment of drilling be necessary due to inadequate water supply or for another reason that is deemed to be no fault of the Contractor by the Department, payment for the Work

shall be based upon the actual vertical footage completed and shall be paid at the Contract Unit Price for Additional Well Depth In Excess Of Base Depth, or as agreed upon.

595-1.05 Submittals

A. Prior to starting construction of the well, the Contractor shall submit to the Department for approval an estimated schedule of the Work to be accomplished and a description of the methods and Equipment to be used during construction. The description shall include methods he will use to drill, develop and test the well.

B. The Contractor shall keep accurate logs of the irrigation well and samples of Materials drilled through. Take samples of substrata formation at ten foot intervals and/or changes in formation throughout the entire depth of the well.

Provide the following information to the Department for record purposes:

1. Casings: Diameter, thickness, weight per foot of length, depth below grade.

2. Pumping Test: Static water level, maximum safe yield, drawdown at a maximum yield.

3. Drilling Log: Log indicating strata encountered.

4. Alignment: Certification that the well is aligned and plumb within specified tolerances.

The Contractor shall keep an accurate record of the order, number, size and length of the individual pieces of pipe as assembled in the well. The records shall be delivered to the Department upon completion of the Work.

C. The Contractor shall provide to the Department a physical and chemical analysis of water from the finished well. Make the analysis, certified by an approved testing Laboratory, in accordance with local requirements, to include the following: total dissolved solids, silica, iron, pH, sulfur, chloride, and salt content.

595–2.00 Products

595-2.01 Materials

A. Casings

The irrigation well casing shall be new black steel pipe, Schedule 40. The joints may be welded or threaded coupling.

B. Grout

Grout shall be ANSI/ASTM C150, type shall suit project conditions.

595–3.00 Execution

595-3.01 Well Construction

A. Annular space shall be continuously filled with grout, with process being completed in a single operation. Subsequent Work in the well, such as drilling or other operations, shall be suspended for 72 hours after grouting of casing. The only exception shall be when quick-setting cement is used, when Work may proceed after 24 hours.

B. Install permanent casing with a temporary well cap. Installation of the well cap shall be coordinated with the pump system installer.

C. The well shall be of sufficient size to produce a continuous supply of water at an acceptable quality and specified capacity.

D. If subterranean formations/conditions require, the well shall be supplied with an alternate gravel pack with 20' minimum of stainless steel slotted screen and TREMI piped gravel pack.

595-3.02 Well Development

A. The well shall be developed by such methods that will effectively extract, from a water bearing formation, the maximum practical quantity of sand, drilling mud and other fine Materials in order to bring the well to maximum yield per foot of drawdown and to a sand-free condition. This Work shall be performed in a manner that does not cause any undue settlement or disturbance of the strata above the water bearing formation, nor disturb the seal around the well casing, thereby reducing the sanitary protection otherwise afforded by the seal.

B. Development of the well shall continue until water pumped from the well, at a maximum test pumping rate, is clear and free from sand and other debris that is larger than 0.030" in diameter. The water shall be considered sand-free when no samples taken during the test pumping contain more than 2 parts per million of suspended solids per weight. The Contractor shall submit to the Department certification from an approved testing Laboratory that indicates the results of the "Non-Filterable Residual" (total suspended solids) test, as specified in the EPA Manual, Section 160.2. A sufficient amount of water to insure a detection limit of less than 2 PPM (mg/L) must be filtered.

595-3.03 Testing of Well for Plumbness and Alignment

A. Set casing plumb and true to line. At a minimum, tests for plumbness and alignment shall be made after construction of the well and before its acceptance. Additional tests may be required during the performance of the Work.

B. Test alignment of the well by lowering a pipe approximately 40 feet in length to a depth of 90 feet. The pipe used for the alignment test shall be not more than ½" smaller in diameter than the portion of casing or hole being tested at the time. The pipe must pass freely through the casing or hole.

C. The well casing shall not be out of plumb more than □ of the diameter of the casing per 100' of length. If the well does not pass this test, the Contractor shall be responsible for repair or replacement of the well.

595-3.04 Testing Well for Yield and Drawdown

I. Final pumping tests shall be conducted only after the well has been fully constructed, cleaned out and depth of well accurately measured.

II. A variable capacity test pump shall be provided that has a minimum capacity of the maximum expected yield at total head equal to drawdown in the well, plus the head loss in the pump column and discharge piping.

III. The Contractor shall provide enough discharge piping for pumping unit to conduct water to a point of disposal that will avoid a nuisance or endangerment to adjacent property. Provide and maintain any Equipment needed for measuring flow of water such as a weir box, orifice or water meter. The elevation of the water level in the well will then be measured.

IV. All labor, power and other necessary Materials, Equipment and supplies required to operate the pumping unit shall be supplied by the Contractor. The final testing for each well shall consist of four (4) hours of continuous pumping after maximum drawdown has been reached. After completion of the final test, foreign matter such as sand, stones or other debris shall be removed from the well by bailing, sand pumping or other approved methods.

V. After the test pump and auxiliary Equipment have been installed, the Department shall be notified a minimum of 3 days prior to the start of any test pumping. Conduct test pumping as follows:

1. Record initial water elevations in the well.

2. Start test pump and make adjustments to bring pump to required pumping rate.

3. Record readings of water level in the well and pumping rate at 30 minute intervals.

4. Water samples shall be taken for analysis at the beginning and at the end of the pump test.

VI. Upon completion of the pumping test, record the returning levels in the well at 15 minute intervals until 95% of the well capacity is reached. Prepare notations so that a curve of the recovery rate may be plotted.

VII. Provide all test results and other required submittals to the Department.

595-3.05 Disinfection of Well

A. Use disinfection procedures as required by local government agencies. The well must be cleaned of foreign substances after all development Work has been completed and it has been

satisfactorily tested. Casings should be swabbed, using alkalis if necessary, to remove foreign substances.

B. The well shall be disinfected with a chlorine solution of sufficient strength to provide a minimum chlorine to water ratio of 100 parts per million within the well. The chlorine solution shall be introduced into the well using gravity, pump or drop feeder. A contact period of 24 hours shall be attained; then the well shall be pumped until the chlorine residual is less than 0.2 parts per million.

END OF SECTION

THIS SPACE LEFT BLANK INTENTIONALLY

SECTION 800
SPECIAL CONDITIONS – ASBESTOS – PROCEDURES FOR DEMOLITION OF STRUCTURES – ASBESTOS MATERIAL REMOVAL

SECTION 800 IS ADDED TO THIS SPECIFICATION

General

This Section is included for the removal and disposal requirements of asbestos material encountered during construction, whether or not it is indicated on the Plans. The following are special conditions and procedures for the Demolition of Structures and handling and disposal of asbestos cement pipe.

SECTION 1 OF 3: ASBESTOS NOTIFICATION

Federal and state asbestos regulations require, prior to demolition of any structure:

1. An inspection for asbestos-containing Materials (ACM)

2. Removal of specified ACM, and

3. An asbestos notification of demolition received at least ten (10) business days prior to demolition.

To meet requirements #1 and #2 above, the Department has surveyed the structure(s) in this Bid/Work Order for the presence of ACM and every effort has been made to remove Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g., asbestos-cement board and shingles) before releasing this project to the Contractor. Verification of this Work is attached to this Bid/Work Order. If not attached, it is the Contractor's responsibility to contact the Project Manager of the department overseeing this Bid/Work Order, or the Department's Risk Management / Loss Control section to obtain:

1. A copy of the pre-demolition asbestos inspection report; and

2. A copy of Risk Management/Loss Control's memo of approval to proceed to next phase addressed to the County department overseeing the project.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form, titled "Notice of Asbestos Removal Project" (i.e., NESHAP notification, 40 CFR Part 61.145(b)), for each separate address to be demolished to the below listed agencies at least 10 business days prior to demolition. The forms are available from the Florida Department of Environmental Protection (DEP) and Loss Control.

SEND ORGINAL TO:
Asbestos Coordinator
Florida Dept. of Environmental Protection
400 N. Congress Avenue
West Palm Beach, FL 33401

SEND COPY TO:
PBC Risk Management/Loss Control
160 Australian Avenue, Suite 401
West Palm Beach, FL 33416-1229
Fax: 561-233-5440

The Contractor must immediately notify the Project Manager of the County department overseeing the project and Loss Control [phone 561-233-5430] if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification, and no demolition may occur without a notice to proceed from the County department. It is the responsibility of the Contractor to call and submit revised NESHAP notifications to the above listed agencies, adhering to required NESHAP timeframes.

The Contractor is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered, or is in poor condition (i.e. not intact), immediately contact the Department's Project Manager or Loss Control.

SECTION 2 OF 3: WORK PRACTICES

Compliance with the following regulations is the demolition Contractor's responsibility:

1. Environmental Protection Agency (EPA) NESHAP 40 CFR Part 61 Subpart M – National Emission Standard for Hazardous Air Pollutants, updated August 2004;

2. Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101;

3. EPA "A Guide to Normal Demolition Practices Under the Asbestos NESHAP", September 1992;

4. Asbestos NESHAP "Adequately Wet Guidance", December 1990; and

5. OSHA Standard Interpretation, dated August 13, 1999, "Requirements for demolition operations involving Materials containing <1% asbestos".

The above regulations include utilizing wet demolition methods and prohibition of recycling the Substructure with presumed or confirmed Category I ACM. Written permission from Palm Beach County to the Contractor is needed for said recycling.

SECTION 3 OF 3: COMPETENT PERSON

The Contractor must have a competent person on-site who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with OSHA and EPA.

END OF SECTION

SECTION 987
PREPARED SOIL LAYER MATERIALS

987-1 Description DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

All material shall be suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T 267 and shall have a pH value of 6.0 or greater and less than or equal to 7.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following Materials.

987-2 Materials

Prepared soil layer Materials may be obtained from either, or a combination of the following sources:

(1) Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.

(2) Designated borrow pits for the project.

(3) From other sources of organic soil Materials provided by the Contractor.

987-2.1 Organic Soil

This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

987-2.2 Blanket Material

Meet the material classification shown on the Plans and Design Standards, Index No. 505.

987-2.3 Compost

Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

987-2.3.1 Compost for Use as a Soil Amendment

If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

987-2.3.2 Compost for Use as a Mulch

The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inch in size and no greater than 6 inches). Preference shall be given to compost or mulch made from uncontaminated woody waste Materials.

END OF SECTION

THIS SPACE LEFT BLANK INTENTIONALLY

DRIVEWAY CONSTRUCTION RELEASE

The Contractor shall have the included "Right of Entry and Release Agreement for Road and Driveway Construction" form executed by each property owner where driveway construction is required.

The Contractor shall be responsible for all coordination with the property owners for this construction. The Contractor shall provide the County with copies of these executed agreements.

These driveways shall be constructed in accordance with the Plans and the Specifications or as directed by the Engineer. The quantities are included in the 6" concrete sidewalk (driveways) item, 6" base item and asphaltic concrete item for the construction of these driveways.

SPECIAL DRIVEWAY NOTES AND SPECIFICATIONS

1. Contractor shall work in conjunction with the engineer in contacting and coordinating with property owners of parcels bordering this Roadway, as directed by the Engineer.

2. Contractor shall obtain written permission from property owners for driveway construction and for approval of driveway staking.

3. Property owners shall have the option of selecting a circular driveway, a "T" type driveway or other modification as approved by the engineer. The selection is subject to existing site conditions and compatibility to existing driveways.

4. The driveway construction shall consist of 6" concrete on a compacted Subgrade or Type S-1 asphaltic concrete surface course on a 6" base, as directed by the engineer, to match the existing driveway.

5. If the asphaltic concrete option is required, the entire driveway may be resurfaced.

6. During driveway construction, temporary access and parking may be provided.

7. Items incidental to driveway construction shall be included in the square yard price for the items listed above. Such items include clearing and grubbing, excavation earthwork, grading, restoration of sodding, landscaping, sprinkler systems and all other Work that may be required to complete driveway construction.

RIGHT OF ENTRY AND RELEASE AGREEMENT FOR ROAD AND DRIVEWAY CONSTRUCTION

PROJECT NAME: _____
PROJECT NO.: _____
PROPERTY ADDRESS: _____
PROPERTY OWNER: _____
CONTRACTOR: _____

THIS AGREEMENT entered into this _____day of_____, 20___, by and between Palm Beach COUNTY (hereinafter referred to as COUNTY), its Contractor and _____ (herein referred to as OWNER), provides as follows:

WHEREAS, the COUNTY is desirous of completing the construction and widening of _____, and as part of this project is willing to construct circular driveway and/or driveway modifications on OWNER'S land to aid in OWNER'S ingress and egress; and

WHEREAS, in order to construct said driveways it is necessary for the COUNTY to enter upon the above described property of OWNER and to perform various excavating and constructing tasks thereon;

WHEREAS, the COUNTY agrees to construct the driveway and/or driveway modification for the benefit of the OWNER, the COUNTY wishes the OWNER to assume full responsibility for design, location, maintenance, and liability for driveway improvements and/or modifications upon completion of the construction.

NOW, THEREFORE, in witness of the above, and in consideration of the COUNTY agreeing to construct said driveway improvements, and for other good and valuable consideration in hand received, OWNER hereby grants unto COUNTY, their Employees, Agents, Contractors, Sub-contractors, and/or Assigns the license and right to enter upon said land of OWNER for the purpose of constructing circular driveway and/or driveway modifications for the undersigned OWNER.

IT IS FURTHER AGREED that the previously referenced considerations, OWNER, hereby releases and holds the COUNTY harmless from any damages that result or might result to OWNER'S property as a result of the COUNTY, the Employees, Agents, Contractors, Sub-contractors and/or Assigns coming upon said land for the purposes previously stated.

IT IS FURTHER AGREED that the license and rights granted herein shall cease upon completion and finalization of the Contract upon which said construction is performed.

IT IS FURTHER UNDERSTOOD AND AGREED that upon completion of construction, OWNER assumes ownership and responsibility for driveway location, maintenance and liability regarding said driveway improvements and agrees to indemnify, and hold the COUNTY harmless from all claims and liabilities that may arise out of the design, existence, location, or maintenance of said driveway.

_____ _____
WITNESS (Signature) OWNER/AGENT (Signature)

_____ _____
WITNESS (Print Name) OWNER/AGENT (Print Name)

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo

Palm Beach County
Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

DATE: August 25, 2020

TO: Holly B. Knight, P.E., Contracts Section Manager

FROM: Angela D. Smith, Small Business Development Specialist III
Office of Equal Business Opportunity

SUBJECT: **Compliance Review on Annual Pathway and Minor**

The following bids, opened by the Department of Engineering and Public Works on **August 4, 2020,** have been evaluated according to the provisions set forth for the Affirmative Procurement Initiative (API) for Construction: **SBE Subcontracting Program - 15% minimum mandatory**, established for the above-mentioned solicitation. There is no rounding. Non-SBE team members' participation are not counted toward the API.

Bidder #1: Wynn & Sons
7268 Belvedere Road
West Palm Beach, FL 33411
Phone: 561-686-6077
Total Bid Amount: **$9,563,225.00**
SBE Prime: **YES**
Total API Achieved: **90.9%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
[1]WYNN & SONS	**SBE-PRIME**	1/19/2023	**89.1%**
[2]FINE-LINE STRIPING, INC.	**SBE**	5/29/2021	**1.8%**

Bidder #2: All Paving, Inc.
23123 N. State Road 7
Boca Raton, FL 33428
Phone: (954) 688-9600
Total Bid Amount: **$10,621,925.00**

---

[1] Wynn & Sons indicated on their Schedule 2 that their SBE participation would be 98% various services, this is not indicative of precisely what will be performed. Items listed on the bid tab that are not included in their certification have been deducted in this review.

[2] Fine-Line Striping indicated they would be performing 2% of the work, the calculations totaled at 1.8%, there is no rounding.

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo

Palm Beach County
Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

SBE Prime: **YES**
Total API Achieved: **80%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
[3]ALL PAVING INC	**SBE**	6/12/2021	**80%**

Bidder #3: West Construction, Inc.
820 North 4th Street
Lantana, FL 33462
Phone: (561) 588-2027
Total Bid Amount: $10,660,293.75
SBE Prime: **NO**
Total API Achieved: **15%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
D.W. RECREATION SERVICES, INC.	**S/WBE**	7/18/2022	**13.95%**
POSEIDON DREDGE & MARINE, INC.	**SBE**	1/25/2021	**1.05%**

Bidder #4: Community Asphalt Corp.
7795 Hooper Road
West Palm Beach, FL 33411
Phone: (786) 418-3489
Total Bid Amount: **$28,308,876.11**
SBE Prime: **NO**
Total API Achieved: **20.9%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
MATADOR CONSTRUCTION	**S/MWBE**	1/15/2023	**19.9%**
WM D. ADIEMY, JR.	**SBE**	3/21/2023	**1%**
AZOZA BROTHERS	NON-SBE	--	1.89%
PAVEWAY SYSTEMS	NON-SBE	--	.18%
MURRAY LOGAN CONSTRUCTION	NON-SBE	--	.87%

---

[3] All Paving Inc. indicated on their Schedule 2 that they would be providing bid tab items 1-190 as an SBE at 80%. They only received credit for services that they are certified for.

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo

Palm Beach County
Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

EVALUATION:

Low Bidder: Wynn & Sons Environmental Construction Co. is responsive to the API of 15% minimum mandatory SBE participation.

2nd Low Bidder: All Paving, Inc. is responsive to the API of 15% minimum mandatory SBE participation.

3rd Bidder: West Construction is responsive to the API of 15% minimum mandatory SBE participation.

4th Bidder: Community Asphalt is responsive to the API of 15% minimum mandatory SBE participation. However, they did not submit a schedule 2 for all of their subcontractors. The Letter of Intent indicates that ALL subcontractor must complete and it must be submitted with the bid/proposal.

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo

Palm Beach County
Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

DATE: August 25, 2020

TO: Holly B. Knight, P.E., Contracts Section Manager

FROM: Angela D. Smith, Small Business Development Specialist III
Office of Equal Business Opportunity

SUBJECT: **Compliance Review on Annual Pathway and Minor**

The following bids, opened by the Department of Engineering and Public Works on **August 4, 2020,** have been evaluated according to the provisions set forth for the Affirmative Procurement Initiative (API) for Construction: **SBE Subcontracting Program - 15% minimum mandatory**, established for the above-mentioned solicitation. There is no rounding. Non-SBE team members' participation are not counted toward the API.

Bidder #1: Wynn & Sons
7268 Belvedere Road
West Palm Beach, FL 33411
Phone: 561-686-6077
Total Bid Amount: **$9,563,225.00**
SBE Prime: **YES**
Total API Achieved: **90.9%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
[1]WYNN & SONS	**SBE-PRIME**	1/19/2023	**89.1%**
[2]FINE-LINE STRIPING, INC.	**SBE**	5/29/2021	**1.8%**

Bidder #2: All Paving, Inc.
23123 N. State Road 7
Boca Raton, FL 33428
Phone: (954) 688-9600
Total Bid Amount: **$10,621,925.00**

---

[1] Wynn & Sons indicated on their Schedule 2 that their SBE participation would be 98% various services, this is not indicative of precisely what will be performed. Items listed on the bid tab that are not included in their certification have been deducted in this review.

[2] Fine-Line Striping indicated they would be performing 2% of the work, the calculations totaled at 1.8%, there is no rounding.

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo

Palm Beach County
Board of County Commissioners
Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

SBE Prime: **YES**
Total API Achieved: **80%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
[3]ALL PAVING INC	**SBE**	6/12/2021	**80%**

Bidder #3: West Construction, Inc.
820 North 4th Street
Lantana, FL 33462
Phone: (561) 588-2027
Total Bid Amount: $10,660,293.75
SBE Prime: **NO**
Total API Achieved: **15%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
D.W. RECREATION SERVICES, INC.	**S/WBE**	7/18/2022	**13.95%**
POSEIDON DREDGE & MARINE, INC.	**SBE**	1/25/2021	**1.05%**

Bidder #4: Community Asphalt Corp.
7795 Hooper Road
West Palm Beach, FL 33411
Phone: (786) 418-3489
Total Bid Amount: **$28,308,876.11**
SBE Prime: **NO**
Total API Achieved: **20.9%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
MATADOR CONSTRUCTION	**S/MWBE**	1/15/2023	**19.9%**
WM D. ADIEMY, JR.	**SBE**	3/21/2023	**1%**
AZOZA BROTHERS	NON-SBE	--	1.89%
PAVEWAY SYSTEMS	NON-SBE	--	.18%
MURRAY LOGAN CONSTRUCTION	NON-SBE	--	.87%

---

[3] All Paving Inc. indicated on their Schedule 2 that they would be providing bid tab items 1-190 as an SBE at 80%. They only received credit for services that they are certified for.

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo

Palm Beach County
Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

EVALUATION:

Low Bidder: Wynn & Sons Environmental Construction Co. is responsive to the API of 15% minimum mandatory SBE participation.

2nd **Low Bidder**: All Paving, Inc. is responsive to the API of 15% minimum mandatory SBE participation.

3rd Bidder: West Construction is responsive to the API of 15% minimum mandatory SBE participation.

4th Bidder: Community Asphalt is responsive to the API of 15% minimum mandatory SBE participation. However, they did not submit a schedule 2 for all of their subcontractors. The Letter of Intent indicates that ALL subcontractor must complete and it must be submitted with the bid/proposal.

EBO FORMS

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Annual Contract for Asphalt and Miscl Construction

SOLICITATION/PROJECT/BID No.: 2020-055

NAME OF PRIME RESPONDENT/BIDDER: Wynn+Sons Inc

ADDRESS: 7268 Belvedere Rd

CONTACT PERSON: Daniel P. Wynn

PHONE NO.: 561-686-1077 **E-MAIL:** rickatwynnandsons@comcast.net

SOLICITATION OPENING/SUBMITTAL DATE: 7/28/20

DEPARTMENT:

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories) Non-SBE	M/WBE Minority/Women Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Wynn+Sons Inc 7268 Belvedere Rd, WPB	☐	☐	☒				98%	
2. Fine Line Striping 4915 Georgia Ave WPB, FL 33405	☐	☐	☑				2%	
3.	☐	☐	☐					
4.	☐	☐	☐					
5.	☐	☐	☐					
(Please use additional sheets if necessary) Total							100%	

Total Bid Price $ 9,563,225.00

Total SBE - M/WBE Participation 100%

I hereby certify that the above information is accurate to the best of my knowledge: Daniel Wynn (Signature) President (Title)

Note:

1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

REVISED 02/28/2019

EBO FORMS

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2020-055

SOLICITATION/PROJECT NAME: ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT

Prime Contractor: Wynn + Sons Inc Subcontractor:

(Check box(s) that apply)

☑ SBE ☐ WBE ☐ MBE ☐ M/WBE ☑ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 1-20-20

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
☑ Male ☐ Female	☐ African-American/Black ☐ Asian American ☑ Caucasian American ☐ Hispanic American ☐ Native American	☐ Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage	
	VARIOUS – Wynn				954,975.	98%
	FINE LINE INC 170/171/172/173/174/				17,250	2%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 98%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

FINELINE STRIPING INC — Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: 2%

Wynn + Sons Inc
Print Name of Prime

By: [signature]
Authorized Signature

Daniel P. Wynn
Print Name

President
Title

Date: 7/24/20

Fineline Striping Inc
Print Name of Subcontractor/subconsultant

By: [signature]
Authorized Signature

Rui Silva
Print Name

V.P.
Title

Date: 7/24/20

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

Revised 09/17/2019

EBO FORMS

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2020-055

SOLICITATION/PROJECT NAME: Annual Pathway & Minor Construction Contract

Prime Contractor: Wynn & Sons Inc Subcontractor: Fine Line Striping Inc

(Check box(es) that apply)

☑ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
☐ Male ☐ Female	☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Hispanic American ☐ Native American	☐ Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
170	ADA Sign	65.00	5		$325.00
171	Traffic Paint	3.00	500		$1500.00
172	Thermoplastic	7.00	500		$3500.00
173	Wheel Stops R+I	60.00	100		$6000.00
174	R+R - Wheelstops	30.00	100		$3000.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: $17,250

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Fine Line Striping — Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: $1200.00 — 2.90

Wynn & Sons Inc	Fine Line Striping
Print Name of Prime	Print Name of Subcontractor/subconsultant
By: Daniel P. Wynn pres.	By:
Authorized Signature	Authorized Signature
Daniel P. Wynn	Rui Silva
Print Name	Print Name
President	V.P.
Title	Title
Date: 7/24/20	Date: 7/24/2020

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

Revised 09/17/2019

Office of Equal Business Opportunity
Good Faith Efforts Form

PRIME CONTRACTOR GOOD FAITH EFFORTS

Prime Contractor Name: _____ **Project Name:** _____

Project No.: _____ **Date Submitted:** _____

The Prime Contractor has to demonstrate "Good Faith Efforts" to meet the S/M/WBE goal, which includes the accurate preparation and submittal of this form, and other efforts described in Section 2-80.27 (1.c) of the Equal Business Opportunity Ordinance.

When submitting a Subcontracting Goal - Waiver Request Form, please submit documentation of your efforts indicated below 7 days prior to bid opening or proposal due date. The fields below will serve as a guide for the Office of Equal Business Opportunity (OEBO) to evaluate your Good Faith Efforts toward meeting subcontracting goals. We ask that this form is utilized in order to provide uniformity to our process; additional documents can be submitted as support for efforts made. For any questions regarding this document, please contact the Office of EBO at 561-616-6840.

THE PRIME CONTRACTOR SHOULD ONLY SUBMIT THIS INFORMATION IF THE PARTICIPATION PLAN DOES NOT MEET THE CONTRACT GOAL. FAILURE TO SUBMIT THIS INFORMATION MAY RESULT IN THE BID AND/OR PROPOSAL FOUND AS NON-RESPONSIVE TO THE ENTIRE SOLICITATION. PLEASE NOTE THAT METHODS OF CONTACT CANNOT BE THE SAME ON MULTIPLE ATTEMPTS.

Scope of Service	Line Item No.	SMWBE Type for Goal	Certified Firm Name, Address, Phone, Email and Contact Person	Methods of Contact	Number of times contacted	Contact Date(s)	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
		☐ SBE		☐ Phone				
		☐ MBE		☐ E-mail				
		☐ WBE		☐ Fax				
		☐ SMWBE		☐ Pre-Bid				
		☐						

Authorized Signature: _____ **Date:** _____ **Phone:** _____

Print Name: _____ **Email Address:** _____

Palm Beach County

Office of Equal Business Opportunity

Subcontracting Goal – Waiver Request Form

PROJECT NAME:		DATE:	
COMPANY NAME:		CONTACT NO.:	
CONTACT PERSON:		CONTACT EMAIL:	

In the sections below, points will ONLY be awarded if the firm has fully satisfied the criteria. More information regarding Subcontracting Goal-Waiver Request Evaluation Criteria. Contractors/Consultants must obtain a total of 80 or more points to receive a waiver approval. Vendor Directory is accessible through the Office of Equal Business Opportunity website https:/www.pbcgov.org/pbcvendors .

PART I: Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***15 points possible:***

- ☐ List the specific scope of work identified for each of the S/M/WBEs contacted
- ☐ Ensure the scope of work identified for S/M/WBEs is greater than or equal to the subcontracting goal(s)
- ☐ Additional comments, if any

PART II: Initial Communications to Potential S/M/WBE Subcontractors Using EBO Portal / Website Posting of Subcontractor Solicitations/Outreach Efforts

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***40 points possible:***

- ☐ Contact at least three (3) S/M/WBEs in the EBO Vendor Directory for each scope of work identified to be subcontracted in Part I (emails/call logs/fax), one (1) week prior to pre-bid meeting date.
- ☐ Include current documentation of searches from the EBO Vendor Directory.
- ☐ Notify S/M/WBEs within at least 2 (two) weeks prior to the bid opening date, using at least three (3) digital media outlets (e.g. website, newspaper, trade association, publication, minority focus media)
- ☐ Additional comments, if any

PART III: Follow-up Communications & Bid Negotiations with Potential Subcontractors

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***30 points possible:***

- ☐ Promptly follow-up with S/M/WBEs after the initial solicitation at least 2 (two) weeks prior to the bid opening date, during normal business hours by telephone, email, or fax.
- ☐ Include a written statement with contact information on all subcontractors contacted to include the following:
  - ☐ Name of the subcontractor/firm and the contact person(s)
  - ☐ Telephone and Email address
  - ☐ Scope of work the subcontractor indicated they would perform
  - ☐ Notes regarding the outcome of the contact
  - ☐ Dates of contact and Dates of Negotiations

- ☐ The negotiated price
- ☐ Bids received from subcontractors that could provide a commercially useful function

☐ Additional comments, if any

PART IV: Attendance at Pre-Bid Meeting **Points: ____**

County staff maintains documentation regarding attendance at the pre-bid meeting. ***5 points possible:***

☐ Below list the individuals from your staff/firm that attended the pre-bid meeting

PART V: Offer Assistance in Securing Financing, Insurance, or Competitive Supplier Pricing **Points: ____**

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***10 points possible:***

- ☐ Provide easy access to plans and specifications for S/M/WBEs
- ☐ Provide competitive pricing
- ☐ Make efforts to assist interested business in obtaining financing, bonds, and insurance required for the County project/bid
  - ☐ Provide written documentation of the type of assistance offered
  - ☐ Company name, contact person and telephone number
  - ☐ Name of person who provided the assistance
- ☐ Provide the name, contact person, contact information the competitive pricing offered by the Supplier.
- ☐ Other efforts (if any, list below)

CONTRACTORS/CONSULTANTS MUST OBTAIN A TOTAL OF **80** OR MORE POINTS TO RECEIVE A WAIVER APPROVAL. CONTRACTORS/CONSULTANTS WILL BE CONSIDERED NON-RESPONSIVE TO THE ENTIRE SOLICITATION UPON DENIAL OF THE SUBCONTRACTING WAIVER REQUEST. FOR MORE INFORMATION OF THE SUBCONTRACTING WAIVER CRITERIA OR FOR ASSISTANCE ON COMPLETING THE SUBCONTRACTING WAIVER REQUEST FORM, PLEASE CONTACT THE OFFICE OF EQUAL BUSINESS OPPORTUNITY AT (561) 616-6840.

THE UNDERSIGNED AFFIRMS/CERTIFIES THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE; I UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE TO THE ENTIRE SOLICITATION.

Signature | Print Name/Title

___ Approved
___ Denied

TOTAL SCORE: _____/100

Director, Office of Equal Business Opportunity

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

Revised 5/2019

REQUEST FOR SBE OR M/WBE SUBSTITUTION/MODIFICATION/REMOVAL

INSTRUCTIONS FOR SECTIONS 1 TO 3: PRIME CONTRACTOR COMPLETES ALL SECTIONS AS APPLICABLE AND SUBMITS TO DEPARTMENT PROJECT MANAGER AND OEBO OFFICE FOR APPROVAL.

Section 1: Prime Contractor/Consultant Information

Name of Prime | **Contact Person** | **Phone**

Project Name | **Bid/Proposal/Project No.**

Original Contract Amount | **SBE Goal Achieved**

Section 2: SBE or M/WBE Modification*

Name of Subcontractor/Sub consultant | **Contact Person** | **Phone**

Original Subcontract Amount | **% of Contract Value**

Amendment/Change Order/Contingency Amount (if Applicable)

New Contract Amount | **% of Contract Value**

Section 3: SBE or M/WBE Removal or Substitution*

Please attach completed Palm Beach County S/M/WBE Subcontractor/consultant's Performance Report and Good Faith Effort Form.*A separate and properly executed Schedule 2 (Letter of Intent) is required to support any changes submitted on this form, when applicable.

Approvals:

Dept. Project Manager		**Signature:**		**Date:**	
OEBO Representative		**Signature:**		**Date:**	

PBC OEBO – Orig. 12/31/2018

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

PROPOSAL FORM

Wynn + Sons Environmental Construction Co Inc.
(COMPANY NAME)

7268 Belvedere Rd
(COMPANY ADDRESS)

West Palm Beach, FL 33411
(COMPANY CITY & STATE)

33411
(COMPANY ZIP CODE)

CONTACT NAME Rick Volpe Dan Wynn

PHONE NUMBER 561-797-9452 561-718-6948

FACSIMILE NUMBER 561-686-2433

EMAIL ADDRESS rickatwynnandsons@comcast.net
danwynn24@yahoo.com

65-0301796
FEDERAL TAX I.D. #

9/11/20
DATE SUBMITTED

FOR THE CONSTRUCTION OF: **ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT**
PALM BEACH COUNTY PROJECT NO. 2020055

TO THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA:

We, the undersigned (Contractor), hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm, or corporation, and that we are not on the Scrutinized Companies List as stated on page SC-1, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed Work and the source of supply of Materials, and we hereby agree to furnish and pay for all necessary labor, Equipment, Materials and services, fully understanding that the quantities shown herein are approximate only and that we will fully complete all Work in accordance with the Contract Documents and the requirements under them of the Engineer, within the time limit specified in this Proposal for the following unit prices, to wit:

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
	BASE BID				
1	Emergency Response, Less than 6 Hours	10	EA	$ 100.00	$1,000.00
2	Emergency Response, 6 Hours to 24 Hours	20	EA	$ 100.00	$2,000.00
3	Emergency Response, 24 Hours to 72 Hours	30	EA	$ 100.00	$3,000.00
ROADWAY ITEMS					
4	Clearing & Grubbing	200	AC	$ 50.00	$10,000.00
5	Remove Existing Asphalt (Full Depth) (See Notes)	20,000	SY	$ 0.75	$15,000.00
6	Regular Excavation	10,000	CY	$ 4.50	$45,000.00
7	Shallow Excavation (Depth <4 Ft.)	3,000	CY	$ 7.00	$21,000.00
8	Embankment (Compacted in Place)	2,500	CY	$ 7.00	$17,500.00
9	Finish Existing Rock Base (Incl. Prime Coat)	1,000	SY	$ 4.00	$4,000.00
10	Finish Grading	20,000	SY	$ 2.00	$40,000.00
11	4" Base (Incl. Prime Coat)	15,000	SY	$ 4.00	$60,000.00
12	6" Base (Incl. Prime Coat)	20,000	SY	$ 6.00	$120,000.00
13	8" Base (Incl. Prime Coat)	5,300	SY	$ 17.50	$92,750.00
14	Optional Base Group 4	500	SY	$ 9.00	$4,500.00
15	Optional Base Group 7	10,000	SY	$ 16.50	$165,000.00
16	Optional Base Group 10	500	SY	$ 25.00	$12,500.00
17	Optional Base Group 13	10,000	SY	$ 20.50	$205,000.00
18	Asphalt Driveway (1 1/2") (Incl. 6" Base)	1,800	SY	$ 15.50	$27,900.00
19	Mill Existing Asphalt, Full Size Milling Machine - (<5,000 SY) (See Notes)	30	1/2 Day	$ 4,700.00	$141,000.00
20	Portable Milling Machine	250	HR	$ 100.00	$25,000.00
21	Reuse Millings For Pathway (6" Deep)	3,000	SY	$ 6.00	$18,000.00
22	Misc. Asphalt (0-50 Ton Orders) (Incl. Tack Coat) (See Notes)	150	TN	$ 200.00	$30,000.00
23	Misc. Asphalt (>50 Ton Orders) (Incl. Tack Coat) (See Notes)	100	TN	$ 175.00	$17,500.00
24	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	200	TN	$ 200.00	$40,000.00
25	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 200 Ton Orders)	15,000	TN	$ 111.50	$1,672,500.00
26	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	2,000	TN	$ 160.00	$320,000.00
27	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	4,000	TN	$ 112.00	$448,000.00
28	Pavement Texturing: Colored Coating - Standard Formula	100	SY	$ 30.00	$3,000.00
29	Pavement Texturing: Colored Coating - Traffic Formula	100	SY	$ 30.00	$3,000.00
30	Pavement Texturing: Heat & Imprint Existing Pavement	100	SY	$ 50.00	$5,000.00
31	Pavement Texturing: Imprint New Installation	100	SY	$ 50.00	$5,000.00
32	Pavement Texturing: Sealer Concrete	100	SY	$ 30.00	$3,000.00
33	Paver Brick	100	SY	$ 100.00	$10,000.00

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
34	Remove Paver Brick	100	SY	$ 10.00	$1,000.00
35	Reset Paver Brick	100	SY	$ 35.00	$3,500.00
DRAINAGE ITEMS					
36	Inlets (Curb) (Type P-1) < 10'	10	EA	$ 3,000.00	$30,000.00
37	Inlets (Curb) (Type P-1) (Partial - Top Only)	15	EA	$ 2,500.00	$37,500.00
38	Inlets (Curb) (Type P-2) < 10'	10	EA	$ 3,500.00	$35,000.00
39	Inlets (Curb) (Type P-2) (Partial - Top Only)	15	EA	$ 3,000.00	$45,000.00
40	Inlets (Curb) (Type P-5) < 10'	10	EA	$ 3,500.00	$35,000.00
41	Inlets (Curb) (Type P-5) (Partial - Top Only)	15	EA	$ 3,000.00	$45,000.00
42	Inlets (Curb) (Type P-6) < 10'	10	EA	$ 3,500.00	$35,000.00
43	Inlets (Curb) (Type P-6) (Partial - Top Only)	15	EA	$ 3,000.00	$45,000.00
44	Inlets (Ditch Bottom) (Type C)	20	EA	$ 2,800.00	$56,000.00
45	Inlets (Ditch Bottom) (Type D)	10	EA	$ 3,000.00	$30,000.00
46	Inlet (Closed Flume) Type I	20	EA	$ 1,500.00	$30,000.00
47	Inlet (Closed Flume) Double Barrel	5	EA	$ 3,000.00	$15,000.00
48	Inlet (Remove and Dispose)	10	EA	$ 500.00	$5,000.00
49	Manhole (Type P-8) < 10'	20	EA	$ 3,500.00	$70,000.00
50	Manhole (Type 8) (Partial - Top Only)	10	EA	$ 1,500.00	$15,000.00
51	Steel Reticuline Frame & Grate (Installed) (Index 232)	25	EA	$ 1,500.00	$37,500.00
52	Adjust Existing Manhole or Inlet	25	EA	$ 500.00	$12,500.00
53	Manhole Cover (Replace)	10	EA	$ 500.00	$5,000.00
54	Manhole Cover (Adjust)	20	EA	$ 500.00	$10,000.00
55	Manhole Riser (1" to 2")	25	EA	$ 250.00	$6,250.00
56	Manhole Ring and Cover (24") (Traffic Rated)	25	EA	$ 500.00	$12,500.00
57	Modify Inlet & Install Reticuline Frame & Grate	5	EA	$ 2,500.00	$12,500.00
58	Modify, Repair and/or Rebuild Existing Curb Inlet	10	EA	$ 1,800.00	$18,000.00
59	Adjust Valve Box	200	EA	$ 20.00	$4,000.00
60	Valve Box Cover (Replace)	20	EA	$ 50.00	$1,000.00
61	Valve Box Cover (Adjust)	20	EA	$ 50.00	$1,000.00
62	Relocate Fire Hydrant	10	EA	$ 3,500.00	$35,000.00
63	Yard Drain (Index 282)	10	EA	$ 2,500.00	$25,000.00
64	Concrete Pipe Culvert (15" RCP)	200	LF	$ 50.00	$10,000.00
65	Concrete Pipe Culvert (18" RCP)	1,000	LF	$ 72.00	$72,000.00
66	Concrete Pipe Culvert (24" RCP)	1,000	LF	$ 75.00	$75,000.00
67	Concrete Pipe Culvert (36" RCP)	1,000	LF	$ 125.00	$125,000.00

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
68	HDPE Pipe Culvert (18") (Class I)	500	LF	$ 45.00	$22,500.00
69	HDPE Pipe Culvert (24") (Class I)	500	LF	$ 72.00	$36,000.00
70	HDPE Pipe Culvert (36") (Class I)	500	LF	$ 104.00	$52,000.00
71	HDPE Pipe Culvert (48") (Class I)	500	LF	$ 107.00	$53,500.00
72	HDPE Pipe Culvert (18") (Class II)	500	LF	$ 48.00	$24,000.00
73	HDPE Pipe Culvert (24") (Class II)	500	LF	$ 75.00	$37,500.00
74	HDPE Pipe Culvert (36") (Class II)	500	LF	$ 104.00	$52,000.00
75	HDPE Pipe Culvert (48") (Class II)	500	LF	$ 107.00	$53,500.00
76	A-2000 Pipe Culvert (15"PVC)	100	LF	$ 39.00	$3,900.00
77	A-2000 Pipe Culvert (18" PVC)	500	LF	$ 50.00	$25,000.00
78	A-2000 Pipe Culvert (24" PVC)	500	LF	$ 50.00	$25,000.00
79	Corrugated Steel Pipe Culvert (42" Dia.)	25	LF	$ 200.00	$5,000.00
80	BCCMP Pipe Culvert (15")	100	LF	$ 25.00	$2,500.00
81	BCCMP Pipe Culvert (18")	500	LF	$ 20.00	$10,000.00
82	BCCMP Pipe Culvert (24")	500	LF	$ 20.00	$10,000.00
83	Mitered End Section (Round) (15")	5	EA	$ 1,000.00	$5,000.00
84	Mitered End Section (Round) (18")	10	EA	$ 1,000.00	$10,000.00
85	Mitered End Section (Round) (24")	10	EA	$ 1,000.00	$10,000.00
86	Mitered End Section (Round) (36")	10	EA	$ 1,000.00	$10,000.00
87	Mitered End Section (Round) (42")	10	EA	$ 1,000.00	$10,000.00
88	Mitered End Section (Round) (15" BCCMP)	5	EA	$ 500.00	$2,500.00
89	Mitered End Section (Round) (18" BCCMP)	10	EA	$ 500.00	$5,000.00
90	Mitered End Section (Round) (24" BCCMP)	10	EA	$ 500.00	$5,000.00
91	ADS Flared End (18" HDPE)	2	EA	$ 1,000.00	$2,000.00
92	ADS Flared End (24" HDPE)	2	EA	$ 1,000.00	$2,000.00
93	ADS Flared End (36" HDPE)	2	EA	$ 1,000.00	$2,000.00
94	ADS Flared End (48" HDPE)	2	EA	$ 2,000.00	$4,000.00
95	French Drains (18" CMP) (incl. Ballast Rock & Filter Fabric)	25	LF	$ 100.00	$2,500.00
96	French Drains (24" CMP) (incl. Ballast Rock & Filter Fabric)	25	LF	$ 100.00	$2,500.00
97	French Drains (18" RCP) (incl. Ballast Rock & Filter Fabric)	100	LF	$ 200.00	$20,000.00
98	French Drains (24" RCP) (incl. Ballast Rock & Filter Fabric)	100	LF	$ 200.00	$20,000.00
99	Rubble Rip-Rap	250	TN	$ 150.00	$37,500.00
100	#57 Coarse Aggregate (FDOT)	10	TN	$ 300.00	$3,000.00
101	Sand Cement Endwall	15	CY	$ 600.00	$9,000.00
102	Dewatering (6" Pump/Wellpoints)	10	ED	$ 3,500.00	$35,000.00

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
CONCRETE ITEMS					
103	Misc. Concrete (Incl. Reinforcing Steel)	100	CY	$ 950.00	$95,000.00
104	Class I Concrete (Gravity Wall)	50	CY	$ 600.00	$30,000.00
105	Concrete Curb (Type D) (See Notes)	10,000	LF	$ 8.75	$87,500.00
106	Concrete Curb Type D Removal	750	LF	$ 10.00	$7,500.00
107	Concrete Curb & Gutter (Type F)	20,000	LF	$ 14.75	$295,000.00
108	Concrete Curb & Gutter Type F Removal	11,000	LF	$ 9.00	$99,000.00
109	Concrete Valley Gutter	1,600	LF	$ 18.00	$28,800.00
110	Concrete Valley Gutter Removal	3,000	LF	$ 10.00	$30,000.00
111	Concrete Curb & Gutter (9") (PBC Standard)	100	LF	$ 50.00	$5,000.00
112	Concrete Curb & Gutter (9") Removal	25	LF	$ 15.00	$375.00
113	Concrete Flush Header Curb (PBC Standard)	25	LF	$ 50.00	$1,250.00
114	Concrete Flush Header Curb Removal	500	LF	$ 15.00	$7,500.00
115	Concrete Mountable Gutter (PBC Standard)	50	LF	$ 50.00	$2,500.00
116	Concrete Mountable Gutter Removal	50	LF	$ 15.00	$750.00
117	Traffic Separator Conc (Type I)	1,500	SY	$ 54.50	$81,750.00
118	Traffic Separator Conc (Type IV)	50	SY	$ 55.00	$2,750.00
119	Traffic Separator Concrete, Removal	50	SY	$ 25.00	$1,250.00
120	Concrete Sidewalk (4" Thick) - Less Than 10 SY	1,000	SY	$ 70.00	$70,000.00
121	Concrete Sidewalk (4" Thick) - 10 Sy to Less than 50 SY	1,000	SY	$ 95.00	$95,000.00
122	Concrete Sidewalk (4" Thick) - 50 SY or Greater	5,000	SY	$ 36.00	$180,000.00
123	Concrete Sidewalk (6" Thick) (Driveway) - Less Than 8 SY	500	SY	$ 75.00	$37,500.00
124	Concrete Sidewalk (6" Thick) (Driveway) - 8 SY To Less Than 35 SY	1,000	SY	$ 95.00	$95,000.00
125	Concrete Sidewalk (6" Thick) (Driveway) - 35 SY Or Greater	15,000	SY	$ 45.00	$675,000.00
126	Concrete Sidewalk (6" Thick) (Curb Ramps)	15,000	SY	$ 45.00	$675,000.00
127	Cast-In-Place and/or Surface Applied Tactile Surface	21,000	SF	$ 17.00	$357,000.00
128	Pump Mix for Concrete Pumping	500	CY	$ 10.00	$5,000.00
129	Pumping or Hand Placement of Concrete - 1/2 Day	5	EA	$ 750.00	$3,750.00
130	Pumping or Hand Placement of Concrete - 1 Day	5	EA	$ 1,000.00	$5,000.00
131	4" Concrete Removal	5,000	SY	$ 17.00	$85,000.00
132	6" Concrete Removal	5,000	SY	$ 17.00	$85,000.00
FENCING AND RAILING ITEMS					
133	Type B Fence (4' High) (w/Top Rail) Green Vinyl Clad	200	LF	$ 65.00	$13,000.00
134	Type B Fence (6' High) (w/Top Rail) Green Vinyl Clad	400	LF	$ 75.00	$30,000.00
135	Chain Link Fence - Removal & Disposal	250	LF	$ 15.00	$3,750.00

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
136	Double Rail Wood Fence - Furnish & Install	400	LF	$ 35.00	$14,000.00
137	Double Rail Wood Fence - Relocation	350	LF	$ 35.00	$12,250.00
138	Double Rail Wood Fence - Removal	100	LF	$ 15.00	$1,500.00
139	Aluminum Pipe Handrail (3 Rail)	150	LF	$ 200.00	$30,000.00
140	Steel Pipe Handrail (3 Rail)	150	LF	$ 200.00	$30,000.00
141	Safety Pipe Rail (2")	100	LF	$ 100.00	$10,000.00
LANDSCAPING ITEMS					
142	Seed and Mulch	500	SY	$ 3.00	$1,500.00
143	Sodding (To Match Existing) (See Notes)	25,000	SY	$ 4.90	$122,500.00
144	Synthetic Turf (ForeverLawn or Equal) with 2.5" Foam Underlay (F&I)	1,000	SY	$ 35.00	$35,000.00
145	Top Soil (6" Thick)	2,000	SY	$ 8.00	$16,000.00
146	Poured in Place Rubber Mulch (Rainbow Turf Products or Equal) (F&I)	500	SY	$ 50.00	$25,000.00
147	Stump Removal	80	EA	$ 100.00	$8,000.00
148	Tree Relocation	20	EA	$ 100.00	$2,000.00
149	Tree Removal (Less than 12" Caliper)	50	EA	$ 250.00	$12,500.00
150	Tree Removal (12" - 24" Caliper)	50	EA	$ 500.00	$25,000.00
151	Tree Removal (Palms - All Sizes)	50	EA	$ 300.00	$15,000.00
152	Root Pruning (0"-36" deep)	2,000	LF	$ 10.00	$20,000.00
153	18" Root Barrier	100	LF	$ 20.00	$2,000.00
154	24" Root Barrier	1,000	LF	$ 20.00	$20,000.00
155	36" Root Barrier	8,000	LF	$ 22.00	$176,000.00
156	48" Root Barrier	500	LF	$ 35.00	$17,500.00
157	Vegetation Relocation (Including Watering)	10	HR	$ 50.00	$500.00
158	2" PVC Pipe (Schedule 40)	1,000	LF	$ 9.75	$9,750.00
159	4" PVC Pipe (Schedule 40)	100	LF	$ 25.00	$2,500.00
160	6" PVC Pipe (Schedule 40)	200	LF	$ 25.00	$5,000.00
EQUIPMENT ITEMS					
161	3 CY Loader - Day	10	EA	$ 1,200.00	$12,000.00
162	1-1/2 CY Backhoe - Day	10	EA	$ 1,500.00	$15,000.00
163	40 Ton Crane, Crawler or Wheel Mount - Day	15	EA	$ 2,000.00	$30,000.00
PILING AND SHEETING ITEMS					
164	8" Treated Timber Piling	100	LF	$ 60.00	$6,000.00
165	10" Treated Timber Piling	100	LF	$ 75.00	$7,500.00
166	10" Treated Timberguard™ Wood Piling	500	LF	$ 85.00	$42,500.00
167	12" Square Precast Pre-Stressed Concrete Piling	500	LF	$ 105.00	$52,500.00

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
168	14" Square Precast Pre-Stressed Concrete Piling	100	LF	$ 110.00	$11,000.00
169	Temporary or Permanent Steel Sheet Piling	100	SF	$ 100.00	$10,000.00
SIGNING AND MARKING ITEMS					
170	ADA Handicapped Parking Sign - Furnish & Install	5	EA	$ 650.00	$3,250.00
171	Traffic Paint (All Widths & Colors) (See Notes)	500	SF	$ 3.00	$1,500.00
172	Thermoplastic Pavement Marking (All Widths & Colors) (See Notes)	500	SF	$ 7.00	$3,500.00
173	Wheel Stops - Furnish & Install	100	EA	$ 60.00	$6,000.00
174	Remove & Re-Install Wheel Stops	100	EA	$ 30.00	$3,000.00
175	Sign (Relocate)	20	EA	$ 100.00	$2,000.00
176	Speed Humps	1,000	SY	$ 95.00	$95,000.00
177	Stamped Colored Concrete (5" Thick)	100	SY	$ 65.00	$6,500.00
178	Steel Bollard	20	EA	$ 600.00	$12,000.00
179	Removable Bollard	20	EA	$ 1,000.00	$20,000.00
MISCELLANEOUS ITEMS					
180	Premium for Conflict Condition	5	EA	$ 2,000.00	$10,000.00
181	Premium to Increase Box Depth to >10'	5	EA	$ 1,000.00	$5,000.00
182	Premium to Increase Box from P to J	5	EA	$ 1,000.00	$5,000.00
183	IPE Boardwalk Decking & Top Rail (5/4" X 6") - Furnish & Install	1,000	LF	$ 19.00	$19,000.00
184	Mail Boxes (Reset)	150	EA	$ 20.00	$3,000.00
185	Pull Boxes (Brooks)	5	EA	$ 750.00	$3,750.00
186	Sandblasting - 1/2 Day	20	EA	$ 1,000.00	$20,000.00
187	Sandblasting - Full Day	10	EA	$ 1,200.00	$12,000.00
188	Pressure Cleaning	10	ED	$ 1,000.00	$10,000.00
189	Southern Yellow Pine Lumber - Furnish & Install	15,000	BF	$ 8.00	$120,000.00
190	Southern Yellow Pine Lumber - Removal & Disposal	20,000	BF	$ 1.00	$20,000.00
				TOTAL BID AMOUNT	**$9,563,225.00**

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

All costs for **Maintenance of Traffic (MOT)** shall be considered incidental to, and shall be included in, unit prices for the pay items.

As-builts shall be paid per plan sheet

Removable **Bollard** - Includes all costs associated with installation of removable bollards at locations designated by the County. All labor and materials, including excavation, rock drain, concrete foundation, bollare pipe, ground sleeve with locking mechanism, painting and restoration of the area, are incidental to the Item.

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
Steel **Bollard** - Includes all costs associated with installation of steel bollards at locations designated by the County. All labor and materials, including excavation, concrete foundation, bollard pipe, painting and restoration of the area, are incidental to the pay item.					
Clearing and Grubbing Specifications for various processes required under clearing and grubbing item. Also includes cutting and capping irrigation lines.					
Pumping or Hand Placement of **Concrete** - These items shall include all equipment and labor required for placement of concrete in areas not accessible by conventional concrete truck (assumed 12' long chute), either by hand or by pumping, and shall be in addition to the per square yard price for 4" and 6" concrete items.					
Pump Mix for **Concrete Pumping** - This item represents a surcharge to the per square yard price for 4" and 6" concrete items to cover costs for special admixtures, etc. required for pumping concrete under Pumping or Hand Placement of Concrete items.					
Concrete Sidewalk Items - These items shall include all materials, labor and equipment.					
Concrete Sidewalk (6" Thick) (ADA Ramps) - includes only areas of the ramps and transitions back to level sidewalk.					
Concrete Traffic Separator Removal - Includes removal of base material or any other material unsuitable for planting which may be located in the traffic separator area.					
The cost to construct curb pads shall be included in the unit price for each respective **curb item**.					
Concrete **Curb Type D** shall include Athletic Field Backstop Curbing.					
Dewatering - Well Point equipment up to 150 points complete, including pump and associated jetting equipment. Well Point Equipment shall only be used in the prosecution of work under this contract as requested by the appointed Palm Beach County Project Supervisor.					
Double Rail Wood Fence Relocation - Includes all labor, equipment and materials required for removal of wood fence rails and posts, stockpiling and protecting material and re-installation of posts and double rail wood fence. Furnishing and installing replacement items which have been damaged during removal or storage shall be considered incidental to the pay item.					
Double Rail Wood Fence Removal - Includes all labor, equipment and materials required for removal of wood fence rails and posts and stockpiling on-site for recovery by County personnel or proper disposal by Contractor.					
Removal and disposal of existing item to be replaced or repaired shall be incidental to all **drainage structure** items.					
Drainage structures shall include as incidental removal of existing structure to be replaced.					
Equipment Items - 40 Ton Crane, Crawler or Wheel mount, 3 CY Loader, 1.5 CY Backhoe - Bid Price shall include all costs - equipment, labor, materials, operator(s),delivery, pick-up, maintenance, fuel, etc. are incidental to this item.					
Excavation includes cutting and capping irrigation lines.					
Finish Existing Rock Base - Includes all labor, equipment and baserock material sufficient to level, lightly grade and compact the existing rock base prior to application of prime coat.					
Finish Grading - Includes all labor, equipment and materials required for fine grading and shaping of areasdisturbed by other operations. Finish Grading does not replace grading and shaping incidental to the items Sodding and Seeding and Mulching.					
Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.					
Mill Existing Asphalt, Full Size Milling Machine - Includes use of milling machine, broom tractor, and other equipment as required, transportation of equipment to and from the work site, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual time for milling and clean-up. Preparation of areas to be milled, clean-up and disposal of milled material shall be considered incidental to the unit price bid.					
Misc Asphalt - Includes surface courses, friction courses and other miscellaneous asphalt as required.					
Thermoplastic **Pavement Marking** and **Traffic Paint** - Includes all labor, equipment, materials, etc. required to furnish and install pavement marking in parking lots and other areas. All items, including parking space markings, lane lines, stop bars. handicapped symbols, directional arrows and messages, in any or all colors, shall be considered incidental to the pay item.					

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
	Portable Milling Machine, per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.				
	Pressure Cleaning - Can be paid in half day increments				
	Remove Existing Asphalt, and Mill Existing Asphalt items - Include all equipment, labor, etc. for removal and disposal of existing asphalt pavement material. Unit Prices shall be based upon a 1" depth of milling. The contract prices will be adjusted in ½" increments for other milling depths.				
	Root Barrier - Root removal shall be incidental to all root barriers				
	Root Pruning shall be paid per each tree				
	Rubble Rip-Rap - Includes finish grading, filter fabric, installation, etc. All labor and materials, including restoration of the area, are incidental to this item.				
	Temporary or Permanent Steel **Sheet Piling** - Piling material shall be PZ27 or equal. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Per square foot price is for Temporary or Permanent Sheet Piling actually installed and accepted by the County, including all labor, equipment and materials, cutting, splicing, dynamic and static testing, adjustments resulting from testing, removal oftemporary piling and restoration of the area.				
	Sodding - Pay Item shall include all work necessary to install and establish, including watering and fertilizing to sustain an established turf until final acceptance at no additional cost. Item shall also include the filling, leveling and repairing of any washed or eroded areas, as may be necessary.				
	Southern Yellow Pine Lumber (F&I) - Southern Yellow Pine Lumber shall be pressure treated marine grade southern pine #1, or better, treated to 0.4 pcf retention of ACQ (AWPA UC4A, or better) and shall be paid for by boardfoot furnished and installed and accepted by the County. Cost per board foot installed shall include all labor, equipment and materials, fasteners, and cutting and shall include a maximum of 10% wasteover and above installed material measured in the field.				
	Square Precast Prestressed concrete piling - Include all costs associated with installation of Pre-stressed Concrete pilings at locations shown on plans or as designated by the County. Contractor shall receive detailed design plans for eachinstallation, signed and sealed by a Professional Engineer licensed in the State of Florida. All labor and materials, cutting, splicing, dynamic and static testing, adjustments resulting from testing and restoration of the area are incidental to the item. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Per foot price is for Precast Pre-stressed Concrete Pilings actually installed and accepted by the County.				
	All **Tree Removal** items shall include all costs associated with tree removal including MOT (if required), reduction of canopy, felling of trunk, stump removal, debris disposal and backfilling of hole with suitable material to provide a uniform grade.				
	Replace Sprinkler System - Includes the cost of labor, as well as all parts, such as pipe, heads and fittings.				
	Treated Timber Piling - Include all costs associated with installation of treated Southern Pine pilings at locations shown on plans or as designated by the County. Contractor shall receive detailed design plans for each installation, signed and sealed by a Professional Engineer licensed in the State of Florida. Alllabor and materials, cutting splicing, dynamic and static testing, adjustments resulting from testing and restoration of the area are incidental to the item. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Southern Pine timber shall be pressure treated, 2.5cca or better. Per foot price is for Treated Timber Pilings actually installed and accepted by the County.				
	Treated Timberguard Wood Piling- 10" Treated TimberguardTM Wood Piles shall be paid for by Linear Feet furnished and installed and accepted by the County. Cost per Linear Feet installed shall include all labor, equipmentand materials, fasteners, and cutting and shall include a maximum of 10% waste over and above installed material measured in the field.				

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
	Wheel Stops - Includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stopsand/or attachment devices which have been damaged during removal or storage shall be considered incidental to the pay item.				

PROPOSAL FORM

PROJECT NO. 2020055

TOTAL BID
$ 9,963225.00
IN FIGURES

The Contractor acknowledges that Addenda _1_ thru _5_ have been received and thatrelated costs are reflected in the submitted bid. Contractor has committed to ***goal of 90 % SBE participation*** as set forth on the Schedule 1 and Schedule 2 that are completed and submitted by Contractor. Contractor shall comply with said goal if awarded the Contract.

The Contractor hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the Contractor has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the Contractor for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the Contractor shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Contractor discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the County, the Contractor agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

The Contractor further agrees to perform all force account Work, as provided for in the General Provisions, and to execute the Contract and return to the County, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

THE TIMELY COMPLETION OF THIS PROJECT IS CRITICAL TO THE HEALTH, SAFETY AND WELFARE OF THE TRAVELING PUBLIC. It is the desire of Palm Beach County to expedite the construction and opening to traffic of the project. The Contractor shall be required to work such hours, weekends and/or Holidays to meet the required Contract schedules.

The Contractor shall complete in full all Work under this Contract in accordance with the Special

PROPOSAL FORM

Provisions. It is further agreed that should the Contractor fail to complete all necessary Work under this Contract within the above referenced time; then, due to the criticalness of the timely completion of this project, liquidated damages for failure to meet these provisions shall be in accordance with Section 8 of the Standard Specifications.

The Contractor further agrees to furnish a sufficient and satisfactory Bond, on the form herein provided, in accordance with Section 3 of the General Provisions.

The Contractor further agrees to bear the full cost of maintaining all Work until the final acceptance, as provided in the Contract Documents.

Accompanying this Proposal is a Proposal Guaranty (Bid Bond) made payable to Palm Beach County, a Political Subdivision of the State of Florida, in the sum of 5% of amount Bid which is to be forfeited as liquidated damages if, in case this Proposal is accepted, the undersigned should fail to execute the attached Contract under the conditions of this Proposal. Otherwise, the Bid Bond is to be returned to the Contractor upon the delivery of a satisfactory Contract Bond.

Company Name: Wynn Sons Inc Authorized Officer: Daniel P. Wynn
(Print)

Address: 7268 Belvedere Rd
West Palm Beach, FL 33411 Signature:

PROPOSAL FORM

CONTRACTOR CERTIFICATION

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

FROM

ROADWAY CONSTRUCTION SITES

ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT

PALM BEACH COUNTY PROJECT NO. 2020055

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Name of Contracting Firm: Wynn + Sons Inc.

By: Daniel P. Wynn Date: 9/11/20

Name and Title: Daniel P. Wynn president

Address or P.O. Box: 7268 Belvedere Rd

West Palm Beach, FL 33411
City State Zip Code

Telephone: 561-797-9452 561 718-6948
Area Code Number

PALM BEACH COUNTY LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) Bidders having a permanent place of business in Palm Beach County; (2) Bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Local Preference means that if the lowest responsive, responsible Bidder is a non-local business, then all Bids received from responsive, responsible local Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

2. Glades Local Preference means that if the lowest responsive, responsible Bidder is a non-Glades business, then all Bids received from responsive, responsible Glades Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. A Bidder who is a local business but not a Glades business and who utilizes Glades subcontractor(s) for a minimum of 15% of the total Bid price, may receive a local preference of three (3) percent, solely for the purpose of determining Bid award. If the Local business utilizes Glades subcontractor(s) for a minimum of 30% of the total Bid price, he may receive a local preference of four (4) percent for the purposes of ranking Bidders.

To receive either a Local Preference or a Glades Local Preference, a Bidder must have a permanent place of business in existence prior to the County's issuance of this Invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. A permanent place of business means that the Bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or the Bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable; where the Bidder will produce a substantial portion of the goods or services to be purchased. The Bidder must submit the attached Certification of Business Location at the time of Bid submission. Failure to submit this information will cause the Bidder to not receive a local preference. Palm Beach County may require a Bidder to provide additional information for clarification purposes at any time prior to the award of the Contract.

In procurements where price is the only factor for selection, the above provisions shall not be applied where the application would result in an award which exceeds the otherwise lowest, responsive Bidder by one hundred thousand dollars ($100,000).

The local Bidder may not receive more than one preference. The Glades Local Preference prevails over the Local Preference and the SBE Preference prevails over both the Local and Glades Local Preferences.

CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those Bidders having a permanent place of business in Palm Beach County (County); and (2) those Bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, an interested Bidder must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of an invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. The Bidder must submit this Certification of Business Location at the time of Bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the Bidder to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the Bid or Proposal submitted by the Bidder to the County.

1) Bidder is a:

✓ **Local Business** (A local business has a permanent place of business in Palm Beach County**)

(Please indicate):
- ✓ Headquarters located in Palm Beach County.
- ✓ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased.

_____ **Glades Business** (a Glades business has a permanent place of business in the Glades**)

(Please indicate):
- _____ Headquarters located in the Glades.
- _____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services to be purchased.

_____ **Regional Business** (A regional business is one that has a permanent place of business in Martin, Broward, or Miami Dade County.)

****A post office box or location at a postal service center is not acceptable.**

2) The attached copy of the Bidder's Palm Beach County Business Tax Receipt verifies the Bidder's permanent place of business.

THIS CERTIFICATION is submitted by Daniel P. Wynn
(Name of Individual)

President, of Wynn + Sons Environmental Construction Co. Inc.
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct, and that the Bidder has a permanent place of business in Palm Beach County. Further it is hereby acknowledged that any misrepresentation by the Bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the Bidder.

Daniel P. Wynn
Signature

7/24/20
Date

PALM BEACH COUNTY
LIVING WAGE ORDINANCE

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002) (a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

Implementation
This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, as stated below and on the LW pages of this specification. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department (Roadway Production Division).

The costs for implementing these requirements shall be incidental to the cost of the project.

Procurement Specifications
The Ordinance states that the living wage requirement shall be included in the procurement Specifications for all county construction contracts that have a total Contract value exceeding $100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon the request of the Construction Coordination Division, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

Maintenance of Payroll Records
Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of four (4) years, after Project completion date, or such longer time as may be required in other provisions of this Contract. The records shall contain:

(1) Each employee's name and address;
(2) Each employee's job title and classification;
(3) The number of hours worked each day by each employee;
(4) The gross wages and deductions made for each employee; and
(5) Annual wages paid to each employee.

Reporting Payroll
Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior four (4) year period, or such longer time as may be required in other provisions of this Contract.

LIVING WAGE CERTIFICATION

Project: Annual Pathway and Minor Construction Contract

Contractor Name: WYNN + SON ENVIRONMENTAL CONSTRUCTION CO INC.

Contact Person: DANIEL P. WYNN

Contractor Address: 7268 BELVEDERE RD
WEST PALM BEACH, FLORIDA 33411

Contractor Phone: 561-718-6948 - 561-797-9452

Amount of Contract: $25,000,000

Please include the following with the Bid submission:

1. Brief description of the service provided under the construction Contract.

2. A statement of wage levels for prospective non-county employees.

3. A commitment to pay each non-county employee the living wage, as adjusted, in accordance with the Palm Beach County Living Wage Ordinance. According to Section 3(B)(2), of the Palm Beach County Living Wage Ordinance, the living wage must be adjusted annually for inflation, and this adjustment must take effect each October 1st. (See Palm Beach County Code Section 2-149(b)(2).)

The living wage for October 1, 2019, through September 30, 2020, is $12.62/hour.

The Contractor/subcontractor(s) shall post a copy of the following Notice to Employees (LW-3) at the Work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 11th day of Sept, 20 20.

(Authorized Signature)

(Corporate Seal)

DANIEL P. WYNN
(Print Name and Title)

/NN & SONS ENVIRONMENTAL CONSTRUCTION CO. IN

7268 BELVEDERE RD.
WEST PALM BEACH, FL. 33411
561-686-6077
561-686-2433 FAX

9/11/20

ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT-2017055

LIVING WAGE CERTIFICATION

DESCRIPTION OF SERVICES PROVIDED:

ALL ASPHALT,BASE,CONCRETE, GRADING, DRAINAGE,PIPEWORK,FENCING,WOODWORK,PILINGS,ALL LINE ITEMS BID 1 THRU 192.

STATEMENT OF WAGE LEVELS:

Wynn & Sons Environmental Construction Co. Inc. wage levels are from $15.00 per hour thru $40.00 per hour based on level of skill.

COMMITMENT TO LIVING WAGE

Per contract guidelines of the aforementioned contract, Wynn & Sons Inc. agrees to The Palm Beach County Living Wage Ordinance. Palm Beach County code Section2-149 (b)2.

Daniel P. Wynn president

Wynn & Sons Environmental Construction Co. Inc.

NN & SONS ENVIRONMENTAL CONSTRUCTION CO. IN

7268 BELVEDERE RD.
WEST PALM BEACH, FL. 33411
561-686-6077
561-686-2433 FAX

To whom it may concern,

Wynn & Sons Environmental Construction Co.Inc. pays all and any prospective employees at least $15.00 per hour.

Services provided but not limited to:

- All phases of concrete work
- All phases of asphalt work
- Site work
- Water/sewer /drainage
- Carpentry work
- Roadway striping
- Ada compliance
- Irrigation repairs
- Asphalt milling

Respectfully,

Daniel P. Wynn president

LIVING WAGE ORDINANCE AND CERTIFICATIONS

Notice and Posting

Non-county employers shall post a copy of the following statement at the Work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least **$12.62** per hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." The following statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirement will not be required if the non-county employer attaches a copy of the following statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Non-county employers shall supply a copy of the following statement to any employee upon request within a reasonable time. Non-county employers shall forward a copy of the requirements of this ordinance to any person or business submitting a Bid for a subcontract on any Contract covered by this ordinance.

This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective October 1, 2019, through September 30, 2020.

NOTICE TO EMPLOYEES (ENGLISH)

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least $12.62 per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACIÓN A PATRONES (ESPAÑOL)

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos $12.62 por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO (CREOLE)

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen $12.62pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

(Authorized Signature)

DAVID P. WYNN President

(Print Name and Title)

CERTIFICATION OF COMPLIANCE WITH THE LIVING WAGE ORDINANCE

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with the Living Wage Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."

The County further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of LW-1 "Maintenance of Payroll Records".

7/24/20
Date

Wynn+Sons Environmental Construction Co Inc.
Company Name (Print)

Daniel P. Wynn
Authorized Officer: Name/Title (Print)

Dal Wy pres.
Signature

SCRUTINIZED COMPANIES

As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

When Contract value is greater than $1 million: As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

The undersigned authorized person hereby has read and certifies that the above is adhered to.

7-24-20
Date

Wynn & Sons Environmental Construction Co Inc
Company Name (Print)

Daniel P. Wynn President
Authorized Officer: Name/Title (Print)

Signature

BID BOND

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS: That we, Wynn & Sons Environmental Construction Co., Inc. ("Principal"), and United States Fire Insurance Company as Surety ("Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision of the State of Florida, ("County") in the amount of Five (5%) percent of bid, lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents;

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor Materials, Equipment, machinery, tools, apparatus, services, all State Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of:
Annual Pathway and Minor Construction Contract, Project No. 2020055, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of five percent (5%) of the total bid amount be submitted with said bid as a guarantee that the Bidder would, if given a letter of Intent to Award the Contract, enter into a written contract with the County, and furnish a Public Construction Bond in an amount equal to one hundred per cent (100%) of the total contract, within fourteen (14) consecutive business days of the date of the letter of the Intent to Award Contract.

BID BOND

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the bid of the Principal be accepted and Principal, within fourteen (14) consecutive business days after the date of the Letter of Intent to Award, the letter being written notice of such acceptance, enter into a written contract with Palm Beach County, a Political Subdivision of the State of Florida, and furnish a Certificate of Insurance, and a Public Construction Bond in the form included in the Bid Documents and in an amount equal to One Hundred Per Cent (100%) of the total contract amount satisfactory, to Palm Beach County, a Political Subdivision of the State of Florida, then this obligation shall be void, otherwise the sum herein stated shall be due and payable to the County, and the Surety agrees to pay said sum immediately upon demand of the County, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal.

IN WITNESS WHEREOF, Wynn & Sons Environmental Construction Co., Inc. as Principal herein, has caused these presents to be signed in its name, by its president, and attested by its gm, under its corporate seal, and United States Fire 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 14th day of July, A.D., 2020.

ATTEST:

(Signature)

Rick Voyce

(Print Name)

gm

(Title)

(Seal)

Wynn & Sons Environmental Construction Co., Inc.

By: _____

(Principal)

ATTEST:

(Signature)

Laura Krajczewski

(Print Name)

Witness

(Title)

(Seal)

United States Fire Insurance Company

By: _____

(Surety)

Brett A. Ragland, Attorney-In-Fact and Florida Licensed Resident Agent

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

02613429119

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:

John S. Harris, Joseph D. Johnson, Jr., Brett A. Ragland

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, 2020.

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 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, 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.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

Sonia Scala (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 14th day of JULY 2020.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the President *(insert title)* of Wynn Sons Inc *(insert business name)* a Florida *(insert business organization, i.e. corporation, LLC, LLP)*, organized and existing in good standing under the laws of the State of Florida ("Firm"), and that the following Resolutions are true and correct Resolutions adopted by the President *(insert form of management)* of the Firm on the day of July 24th, 2020, in accordance with the laws of the State of Florida *(where Firm is organized)* of the Firm, and Location *(governing documents)* of the Firm.

RESOLVED, that the Firm shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that DW, the president of the Firm, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Agreement.

2. That the foregoing Resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 24 day of July, 20 20.

Signature

(SEAL) Daniel P. Wynn President

Print Name and Title

STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of July, 2020, by Daniel P. Wynn *(name)* as President *(title)* for Wynn Sons Inc *(firm)*, on behalf of the *(choose one)* corporation / company / partnership, who is ☑ personally known to me or has produced _____ (type of identification) as identification.

(Stamp/Seal)

RICHARD B. VOLPE
MY COMMISSION EXPIRES JANUARY 27, 2024
#GG 917438
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Notary Public, State of FL

Print Notary Name

Commission Number

My Commission Expires

CONTRACT

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH) R2020 1641

This Contract, made this ____ day of NOV 17 2020, A.D. 20___, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "County"), and Wynn & Sons Environmental Construction Co., Inc., Florida,and its heirs, executors, administrators and assigns, (hereinafter "Contractor"):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at its own proper cost and expense to do all the Work and furnish all necessary labor, Materials, Equipment, machinery, tools, apparatus, services, state Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, and means of transportation for the complete construction of:

PROJECT NAME: **ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT**

PROJECT NO.: **2020055**

IN THE AMOUNTS specified in Work Orders which may be issued by the County. The County is not required to issue any Work Orders hereunder. The total value of Work Orders issued under this Contract shall not exceed **Twenty Five Million Dollars ($25,000,000.00)**, except as may be increased according to Section 9-11 of the Contract Specifications.

The Contractor further agrees for the consideration herein mentioned to commence Work with adequate forces and Equipment within five (5) Working Days of the Work Order being issued for a specific project and to fully complete all contracted Work under the same in accordance with Contract Documents. After commencement of the Work, the Work Order shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified in the Work Order. Should the time limit for completion of the Work Order exceed the expiration date of the Contract, the Work Order Work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverage do not expire until all Work Orders issued prior to the expiration of this Contract are complete and accepted. It is understood and agreed that the time limit for completion of said Work is the essence of the Contract. If Contractor fails to complete the Work within the time limit, it is agreed that for such Calendar Day that any Work provided for in these Contract Documents remain incomplete after the time limit has expired, including any official extension of the time limit, the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

CONTRACT

The Contractor shall take into account all contingent Work which has to be done by other parties arising from any cause whatsoever, and shall not plead its want of knowledge of such contingent Work as an excuse for Delay in a Contractor's Work, or for its non-performance.

IN WITNESS WHEREOF, the Parties have caused this Contract for Annual Pathway and Minor Construction Contract, Project No. 2020055 to be executed and sealed the day and year first written above.

OWNER:

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Morton L. Rose, P.E.
Director of Roadway Production

CONTRACTOR:

By: _____
(Signature)

a FLORIDA corporation
(insert state of incorporation)

DANIEL R. WYNN
(Print signatory's name)

PRESIDENT
(Print signatory's title)

9-11-20
(Date)

(Corporate Seal)

ATTEST WITNESS:

_____
(Witness Signature)

RICK VOGE
(Print Witness Name)

_____
(Witness Signature)

HENRY CONERLY
(Print Witness Name)

{SIGNATURE PAGES CONTINUED}

ATTEST:

Sharon R. Bock
Clerk & Comptroller Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Yelizayeta B. Herman
Assistant County Attorney

COUNTY: R2020 1641

Palm Beach County, a Political Subdivision
Of the State of Florida, by and through its Board of
County Commissioners

By: _____
Dave Kerner Mayor

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 602-112542-4

BOND AMOUNT: $1,000,000.00 (One Million and 00/100)

CONTRACT AMOUNT: $25,000,000.00

CONTRACTOR'S NAME: Wynn & Sons Environmental Construction Co., Inc.

CONTRACTOR'S ADDRESS: 7268 Belvedere Road
West Palm Beach, FL 33411

CONTRACTOR'S PHONE: (561)686-6077

SURETY COMPANY: United States Fire Insurance Company

SURETY ADDRESS: 305 Madison Avenue
Morristown, NJ 07962

SURETY PHONE: 973-490-6600

OWNER'S NAME: Palm Beach County

OWNER'S ADDRESS: 2300 North Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

OWNER'S PHONE: 561-684-4150

PROJECT NO.: 2020055

DESCRIPTION OF WORK: Pathway and Minor Construction

PROJECT LOCATION: Countywide

LEGAL DESCRIPTION: No legal description is available. The best description available is as indicated on the Project Location above.

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

As Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

$ 1,000,000.00

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated NOV 17 2020, 20___, entered into a Contract with the County for:

Project Name:	Annual Pathway and Minor Construction Contract
Project No.:	2020055
Project Description:	See Page PCB-1
Project Location:	See Page PCB-1

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm:	TBD
Location of Firm:	TBD
Phone:	TBD
Fax :	TBD

which Contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated NOV 17 2020 between Principal and County for the construction of the project as described above, the Contract being made 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, Florida Statutes, supplying 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 County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County 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.

PUBLIC CONSTRUCTION BOND

5. 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 and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not Claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, Delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

ATTEST:

(Signature)

(Print Name)

(Title)

(Seal)

Wynn & Sons Environmental Construction Co., Inc.

By: _____
(Principal)

ATTEST:

(Signature)

Laura Krajczewski
(Print Name)

Witness
(Title)

(Seal)

United States Fire Insurance Company

By: _____
(Surety)

Brett A. Ragland,
Attorney-In-Fact and Florida Licensed Resident Agent

PUBLIC CONSTRUCTION BOND

DESCRIPTION OF WORK: Pathway and Minor Construction

PROJECT LOCATION: Countywide

SURETY COMPANY: United States Fire Insurance Company

SURETY ADDRESS: 305 Madison Avenue
Morristown, NJ 07962

SURETY PHONE: (973)490-6600

BOND NUMBER: 602-112542-4

BOND AMOUNT: $1,000,000.00

CONTRACT AMOUNT: $25,000,000.00

As the Surety Company for Wynn & Sons Environmental Construction Co., Inc. we have executed the captioned bond. Because the Contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, United States Fire Insurance Company, permission is hereby granted to Palm Beach County to fill in the Contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.

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

02613429119

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:

John S. Harris, Joseph D. Johnson, Jr., Brett A. Ragland

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, 2020.

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 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, 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.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

Sonia Scala (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 NOV 17 2020 day of 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

INSURANCE/SURETY BONDS

JOHNSON & COMPANY

September 9, 2020

Palm Beach County
2300 Norh Jog Road Suite SW-33
West Palm Beach, FL 33411-2745

RE: *Authority to Date Bonds and Powers of Attorney*
Principal: Wynn & Sons Environmental Construction Co., Inc
Bond No.: 602-112542-4
Project: 2020055 Pathway and Minor Construction

To Whom It May Concern:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize the Palm Beach County, Florida to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the dated bonds to our office.

Sincerely
United States Fire Insurance Company

Brett A. Ragland
Attorney-in-fact

P.O. Drawer 672 • Orlando, FL 32802-0672 • 801 N. Orange Avenue, Suite 510 • Orlando, FL 32801-5202 (407) 843-1120
(800) 331-3379 • FAX (407) 843-5772

OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary

NOTE: **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

Revised 02/28/2019

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of $ _____ from _____
(Prime Contractor Name)

On _____/_____/_____ for my _____ Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____/_____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ Price or Percentage: _____
Name of 2nd/3rd tier Subcontractor/subconsultant

By: _____ _____
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/ subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____(year), by _____(name of person acknowledging).

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification _____ Type of Identification _____

Revised 12/31/2019

CERTIFICATION OF SUBLET WORK

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT

ROADWAY CONSTRUCTION SITES
ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO. 2020055

Pursuant to section 8-1 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated July 2017 the Contractor shall "not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must submit a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but **shall perform with its own organization work amounting to not less than 40% of the total Contract amount**."

Subcontractor Name	Subcontract to Whom	Work Description	Total Amt Sublet
Fine Line Striping	Wynn+Sons Inc	striping	$7,250.00

All pertinent provisions and requirements of the Contract Documents will be part of any subcontracts. It is agreed that an executed or a certified copy of the subcontract will be submitted upon request, to Palm Beach County (County). All sublets will be in continued compliance with all Contract provisions and that the Contractor will continue to perform the minimum percentage of the Contract Work with its own organization, as required by said Contract. It is recognized and agreed that, as Contractor, the Contractor remains responsible for the proper performance of all requirements of said contract and the County does not relieve or release the Contractor and its Surety or either of them of any liability under the Contract Bond. The Contractor certifies that firms or individuals, debarred or suspended by the FHWA or the County, are not being used as subcontractors. A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Company Name: Wynn+Sons Inc Authorized Officer: Jeff Wynn (Print)

Address: 7268 Belvedere Rd West Palm Beach, FL 33411 Signature: Jeff Wynn

ACORD

NN&-1

OP ID: AW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2020

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 800-538-0487 Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Matthew A.Peace	CONTACT NAME: PHONE (A/C, No, Ext): 800-538-0487 FAX (A/C, No): 561-626-3153 E-MAIL ADDRESS:
INSURED Wynn & Sons Environmental Construction Co Inc 7268 Belvedere Road West Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Owners Insurance Co — 32700 INSURER B : Southern-Owners Ins Co — 10190 INSURER C : Bridgefield Employers Ins. Co. — 10701 INSURER D : Travelers Indemnity Company of — 25666 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		72310161-20	07/03/2020	07/03/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			51-737-515-00	07/23/2020	07/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			51-737-515-01	07/03/2020	07/03/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		830-39458	07/03/2020	07/03/2021	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			QT-660-3E978765-TIL-20	05/03/2020	05/03/2021	Scheduled Rent/Leas	1,846,162 250,000

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

Project: 2020055 Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents is endorsed as Additional Insured on Commercial General Liability as required by contract. Contractual Liability coverage is applicable to the indemnification/hold harmless provision of Article 7-12.1. Other entities

CERTIFICATE HOLDER

PBCBLDG

Palm Beach County Board of
County Commissioners c/o
Engineer Dept/Rdwy Prod Div
2300 North Jog Rd 3rd FL West
West Palm Beach, FL 33411-2741

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

Matthew A. Peace

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

in the right of way are to be listed individually as Additional Insured.

EBIX

Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001134	WYNN & SONS ENVIRONMENTAL		Compliant					2020055	Annual Pathway and Minor Construction
		A++ g , XV	Owners Insurance Company	5173751500	7/3/2020	7/3/2021	Auto Liability		
		A++ g , XV	Southern-Owners Insurance Company	5173751501	7/3/2020	7/3/2021	Excess Liability		
		A++ g , XV	Southern-Owners Insurance Company	7231016120	7/3/2020	7/3/2021	General Liability		
		Ar , X	Bridgefield Employers Insurance Company	83039458	7/3/2020	7/3/2021	Workers Comp		

Risk Profile : Standard - Construction Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

Equal Business Opportunity (EBO)
Participation Form

PROJECT _____

_____

PROJECT NO. _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was_____%.

The Contractor achieved a Small Business Enterprise (SBE) participation of _____% at the end of this project.

The Contractor's proposed Minority/Women Owned Business Enterprise (M/WBE) goal for this project was_____%.

The Contractor achieved a Minority/Women Owned Business Enterprise (M/WBE) participation of _____% at the end of this project.

CONTRACTOR: _____

BY: _____

DATE: _____

CHANGE ORDER

___ Owner Initiated
___ Differing Site Conditions
___ Zoning/Code/Ordinance Changes
___ Errors/Omissions/In Design
___ Quantity Overruns/Underruns
___ Request By Another Agency/Outside Party:

___ A. Reimbursable ___ B. Non-Reimbursable

___ Other:

PROJECT:
(Name)
TO:
(Contractor)

CHANGE ORDER NO:
COUNTY PROJECT NO:
CONTRACT DATE:
RESOLUTION NO:
DISTRICT NO:

You are directed to make the following changes in this Contract:

The original Contract Sum was	$
Net change by previous Change Orders	$
The Contract Sum prior to this Change Order was	$
The Contract Sum will be increased by this Change Order	$
The new Contract Sum including this Change Order will be	$
The Contract Time will be increased by	( ) Days
The Date of Completion including this Change Order therefore is	

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S). INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

_____
CONTRACTOR

_____
Address

_____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

DATE: _____

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

REQUEST:	**REQUESTING DIVISION:**	**INFORMATION:**
__ WORK ORDER NO. _____	__ ROAD & BRIDGE	DATE _____
__ NEW AUTHORIZATION	__ TRAFFIC	REQUESTOR _____
X_ CHANGE ORDER NO. _____	__ ROADWAY PRODUCTION	COMMISSION DISTRICT NO: _____
__ SUPPLEMENTAL NO. _____	X_ CONSTRUCTION COOR.	RESOLUTION NO: R _____
__ OTHER: _____	__ STREETSCAPE	PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: _____
PROJECT NUMBER: _____ **BUDGET LINE ITEM:** _____
CONTRACT NO: _____ **CONTRACT DATE:** _____

CONTRACTOR/CONSULTANT/VENDOR: _____ **VENDOR #** _____
CONTACT: _____ **CONTACT PHONE NUMBER:** _____

Details: _____

The total amount of this request, per the attached documentation, is not to exceed $_____
The Small Business Enterprise (SBE) goal for this contract is ____%. The estimated SBE participation for this request is ____%. The cumulative SBE participation to date for this Contract including this request is ____%.

The Minority/Women Owned Business Enterprise (M/WBE) goal for this contract is ____%. The estimated M/WBE participation for this request is ____%. The cumulative M/WBE participation to date for this Contract including this request is ____%.

Palm Beach County Engineering and Public Works Contact:

Mark A. Tomlinson	Director	561-684-4180
Name	Title	Telephone Number

CONTRACTOR/CONSULTANT/VENDOR APPROVALS
Please indicate your receipt of this request by signing and returning this original document to our office.

_____ _____
Signature Date

_____
Print Name and Title

Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.

_____ _____
Signature Date

_____
Print Name and Title

PALM BEACH COUNTY APPROVALS

BOARD APPROVAL ? _____ **Date:** _____

_____ _____
Division Approval Date

_____ _____
Deputy County Engineer Date

_____ _____
Budget Approval Date

_____ _____
Contract Review Committee (when required) Date

FORM OF GUARANTEE

BOND NO. _____

GUARANTEE FOR (Contractor and Surety Name) _____

_____

We the undersigned hereby guarantee that the _____

_____ (Project), Project Number _____, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within the warranty period of one year from the date of Final Completion of all the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this contract.

Dated _____
(notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

_____ (Seal)
(Contractor)

By:_____ _____
(Signature) (Printed Name and Title)

_____ (Seal)
(Surety)

By: _____ _____
(Signature) (Printed Name and Title)

CONSENT OF SURETY FOR FINAL PAYMENT

BOND NUMBER: 602-112542-4

PROJECT NAME: Annual Pathway + Minor Construction

PROJECT LOCATION: _____

PROJECT NUMBER: 2020055 CONTRACT NUMBER: _____

CONTRACT DATE: _____

In accordance with the provisions of the above named Contract between the County and the Contractor, the following named Surety Company:

U.S. Fidelity Co. 305 Madison Ave Morristown NJ 07962

[name and address of Surety]

On the PUBLIC CONSTRUCTION BOND of the following named Contractor:

Wynn Sons Environmental Construction Co Inc.

[name and address of Contractor]

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the Palm Beach County, Board of County Commissioners, 301 N. Olive Avenue, West Palm Beach, Florida 33401, as set forth in said Surety Company's bond:

_____

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of

_____, 20_____.

_____ _____

(Attest) Witness Signature (Name of Surety Company)

_____ _____

(Witness Printed Name) (Signature of Surety's Authorized Representative)

_____

(Printed Name and Title)

(Seal)

FINAL WAIVER AND RELEASE OF CLAIM

KNOW ALL BY THESE PRESENTS, that the undersigned, to induce the final payment in the sum of $_____, and other valuable considerations and benefits to the undersigned accruing does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as _____ "Project", and Palm Beach County, Florida, on account of work and labor performed, and/or materials furnished in connection with the above described Project, or any part thereof.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any real estate by virtue of the accrual of said payment, has or will be made, and the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the Project, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personnel are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my and seal and I hereby acknowledge that the foregoing statements are true and correct this _____ day of _____, 20 ____.

WITNESS:

_____
Signature

_____
Print Name

CONTRACTOR

_____
Company Name

BY_____
Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____

as _____ **for** _____**, on behalf**
(title of officer/member/partner) *(name of corporation/company/partnership)*

of the _____**, who is ☐ personally known to me or has**
[choose one] corporation/company/partnership

produced _____**(type of identification) as identification.**

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Form 1

STATE OF FLORIDA
COUNTY OF _____

Before me the undersigned authority in said county and state, personally appeared _____, who being first duly sworn, deposes and says that he is:

_____ (a) President (or Vice President) of _____ corporation authorized to do business under the laws of Florida and which Corporation is the contractor;

OR

_____ (b) a partner of the firm of _____ composed of _____ and _____, doing business under the name of _____, which firm is the contractor;

OR

_____ (c) the individual who, doing business under the trade name of _____ is the contractor,

on project No. _____, Road _____ in _____ County, Florida, under Resolution No. _____ with the County of Palm Beach dated the _____ day of _____ 20____; that the deponent knows of his own knowledge that:

1. The said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Director of Construction Coordination of the County of Palm Beach.

2. The contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.

3. All amounts payable for labor, materials or otherwise, in connection with said contract and work, have been paid except for normal sub-contract retainages, which will be satisfied upon payment and/or release of retainage withheld under this contract.

4. There are no claims or suits pending against said contractor or anyone in connection with the work done, materials furnished or otherwise under said contract, except as listed below. As to any such exception listed below, the contractor has stated the name of the entity making claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(10)(b), Florida Statutes.

(Affix Corp. Seal)

_____
(Deponent)

_____
(Print Name)

_____
(Title)

CONTRACTOR: _____

PROJECT: _____

Form 2

We, the _____, having heretofore executed a performance and payment bond for the above named contractor covering the project and road described above hereby agree that the County of Palm Beach may make full payment of the final estimate, including the retained percentage, to said contractor.

It is fully understood that the granting of the right of the County of Palm Beach to make the payment of the final estimate to said contractor and/or his assignee, shall in no way relieve the surety company of its obligations under its bond, as set forth in the specifications and contract, including an amendments hereto, pertaining to the above project and road.

IN WITNESS WHEREOF, the _____ has caused the Instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereto affixed, all on this _____ day of _____, A.D. 20____.

_____
SURETY COMPANY

(AFFIX SEAL)

BY: _____
It's Attorney in Fact

(Power of Attorney must be attached
if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by _____ as _____ for _____,
(e.g. attorney in fact) (name of Surety)
on behalf of said surety, and who is ☐ personally known to me or has produced _____(type of identification) as identification, and who acknowledges that [circle one] he/she executed said instrument for the purpose therein expressed and that [circle one] he/she has due and legal authority to execute the same on behalf of said surety

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Countersignature: _____
Required ONLY if executed by Non Florida Resident Agent

DISBURSEMENT C. REVIOUS PERIODIC PAYMENTS TO SU. NTRACTORS

DATE: _____

PROJECT: _____

PROJECT NO: _____

TO APPLY TO MONTHLY ESTIMATE FOR _____, 20
(Month)

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for $ _____ which is in dispute with _____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges, if applicable). The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the County, and work done under equipment-rental agreements.

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION, OR RETENTION OF FUTURE CONTRACT PAYMENTS.

_____
Contractor

_____
Signature

_____
Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this ___ day of _____, 20___, by _____

as _____ **for** _____, **on behalf**
(title of officer/member/partner) *(name of corporation/company/partnership)*

of the _____, **who is ☐ personally known to me or has**
[choose one] corporation/company/partnership

produced _____ **(type of identification) as identification.**

(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

DISBURSE. .T OF FINAL PAYMENT TO SUBCONTR. ORS

DATE: _____

PROJECT: _____ PROJECT NO: _____

TO APPLY TO FINAL ESTIMATE NO. _____, _____, 20_____.

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for $ _____which is in dispute with _____(leave blank if fully paid) as a result of back charges (attach explanation of back charges if applicable). The term "subcontractor" as used herein shall also include persons or firms furnishing materials, or equipment incorporated into the work for which final payment has been made by the County, and work done under equipment-rental agreements.

The following are to be paid from the final payment:

Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount

(Use Attachment for Additional Sub-Contractor or Suppliers)

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

_____ _____

Contractor By

_____

Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ as _____ for _____, on behalf of the _____, who is ☐ personally known to me or has produced _____(type of identification) as identification.

(title of officer/member/partner) (name of corporation/company/partnership)

[choose one] corporation/company/partnership

_____

(Signature of Notary Public - State of Florida)

_____

(Print, Type, or Stamp Commissioned Name of Notary Public)

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

WYNN, DANIEL PATRICK

WYNN & SONS ENVIRON CONST CO
INC
8455 1ST LANE SOUTH
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC053505

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****

7268 BELVEDERE RD
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
-0051 GENERAL CONTRACTOR	WYNN DANIEL P	CGC053505	B20.3566 - 10/03/19	$30.50	B4012341

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

STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIP

B2 - 867

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO INC
WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO INC
7268 BELVEDERE RD
WEST PALM BEACH, FL 33411-3308

LBTR Number: 200802205
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.

DETACH HERE

Haley Basbears, Secretary

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				Average of Bid Items for All Bidders	Engineer's Estimate	WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.		ALL PAVING INC.		WEST CONSTRUCTION INC.	
Item #	Item Descrption	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID											
1	Emergency Response, Less than 6 Hours	10	EA	$ 1,519.60	$ 50.00	$ 100.00	$ 1,000.00	$ 50.00	$ 500.00	$ 51.50	$ 515.00
2	Emergency Response, 6 Hours to 24 Hours	20	EA	$ 888.61	$ 50.00	$ 100.00	$ 2,000.00	$ 50.00	$ 1,000.00	$ 51.50	$ 1,030.00
3	Emergency Response, 24 Hours to 72 Hours	30	EA	$ 678.23	$ 50.00	$ 100.00	$ 3,000.00	$ 50.00	$ 1,500.00	$ 51.50	$ 1,545.00
ROADWAY ITEMS											
4	Clearing & Grubbing	200	AC	$ 4,457.20	$ 50.00	$ 50.00	$ 10,000.00	$ 50.00	$ 10,000.00	$ 51.50	$ 10,300.00
5	Remove Existing Asphalt (Full Depth) (See Notes)	20,000	SY	$ 1.83	$ 1.00	$ 0.75	$ 15,000.00	$ 1.00	$ 20,000.00	$ 1.03	$ 20,600.00
6	Regular Excavation	10,000	CY	$ 5.61	$ 50.00	$ 4.50	$ 45,000.00	$ 5.00	$ 50,000.00	$ 5.15	$ 51,500.00
7	Shallow Excavation (Depth <4 Ft.)	3,000	CY	$ 7.07	$ 7.00	$ 7.00	$ 21,000.00	$ 7.00	$ 21,000.00	$ 7.21	$ 21,630.00
8	Embankment (Compacted in Place)	2,500	CY	$ 10.25	$ 7.00	$ 7.00	$ 17,500.00	$ 7.00	$ 17,500.00	$ 7.21	$ 18,025.00
9	Finish Existing Rock Base (Incl. Prime Coat)	1,000	SY	$ 5.08	$ 5.00	$ 4.00	$ 4,000.00	$ 5.00	$ 5,000.00	$ 5.15	$ 5,150.00
10	Finish Grading	20,000	SY	$ 2.47	$ 3.00	$ 2.00	$ 40,000.00	$ 3.00	$ 60,000.00	$ 3.09	$ 61,800.00
11	4" Base (Incl. Prime Coat)	15,000	SY	$ 6.98	$ 6.00	$ 4.00	$ 60,000.00	$ 6.00	$ 90,000.00	$ 6.18	$ 92,700.00
12	6" Base (Incl. Prime Coat)	20,000	SY	$ 8.59	$ 7.00	$ 6.00	$ 120,000.00	$ 7.00	$ 140,000.00	$ 7.21	$ 144,200.00
13	8" Base (Incl. Prime Coat)	5,300	SY	$ 18.54	$ 20.00	$ 17.50	$ 92,750.00	$ 20.00	$ 106,000.00	$ 20.60	$ 109,180.00
14	Optional Base Group 4	500	SY	$ 19.38	$ 9.00	$ 9.00	$ 4,500.00	$ 9.00	$ 4,500.00	$ 9.27	$ 4,635.00
15	Optional Base Group 7	10,000	SY	$ 18.55	$ 20.00	$ 16.50	$ 165,000.00	$ 20.00	$ 200,000.00	$ 20.60	$ 206,000.00
16	Optional Base Group 10	500	SY	$ 39.49	$ 27.00	$ 25.00	$ 12,500.00	$ 27.00	$ 13,500.00	$ 27.81	$ 13,905.00
17	Optional Base Group 13	10,000	SY	$ 24.82	$ 27.00	$ 20.50	$ 205,000.00	$ 27.00	$ 270,000.00	$ 27.81	$ 278,100.00
18	Asphalt Driveway (1 1/2") (Incl. 6" Base)	1,800	SY	$ 31.81	$ 17.50	$ 15.50	$ 27,900.00	$ 17.50	$ 31,500.00	$ 18.03	$ 32,454.00
19	Mill Existing Asphalt, Full Size Milling Machine - (<5,000 SY) (See Notes)	30	1/2 Day	$ 5,224.59	$ 4,000.00	$ 4,700.00	$ 141,000.00	$ 4,200.00	$ 126,000.00	$ 4,635.00	$ 139,050.00
20	Portable Milling Machine	250	HR	$ 406.80	$ 90.00	$ 100.00	$ 25,000.00	$ 40.00	$ 10,000.00	$ 103.00	$ 25,750.00
21	Reuse Millings For Pathway (6" Deep)	3,000	SY	$ 5.88	$ 17.50	$ 6.00	$ 18,000.00	$ 5.00	$ 15,000.00	$ 5.15	$ 15,450.00
22	Misc. Asphalt (0-50 Ton Orders) (Incl. Tack Coat) (See Notes)	150	TN	$ 318.19	$ 175.00	$ 200.00	$ 30,000.00	$ 175.00	$ 26,250.00	$ 180.25	$ 27,037.50
23	Misc. Asphalt (>50 Ton Orders) (Incl. Tack Coat) (See Notes)	100	TN	$ 234.76	$ 175.00	$ 175.00	$ 17,500.00	$ 175.00	$ 17,500.00	$ 180.25	$ 18,025.00
24	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	200	TN	$ 206.76	$ 175.00	$ 200.00	$ 40,000.00	$ 130.00	$ 26,000.00	$ 180.25	$ 36,050.00
25	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 200 Ton Orders)	15,000	TN	$ 125.45	$ 110.00	$ 111.50	$ 1,672,500.00	$ 108.00	$ 1,620,000.00	$ 113.30	$ 1,699,500.00
26	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	2,000	TN	$ 183.93	$ 175.00	$ 160.00	$ 320,000.00	$ 150.00	$ 300,000.00	$ 180.25	$ 360,500.00
27	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	4,000	TN	$ 124.81	$ 110.00	$ 112.00	$ 448,000.00	$ 108.00	$ 432,000.00	$ 113.30	$ 453,200.00

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				Average of Bid Items for All Bidders	Engineer's Estimate	WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.		ALL PAVING INC.		WEST CONSTRUCTION INC.	
Item #	Item Descrption	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
28	Pavement Texturing: Colored Coating - Standard Formula	100	SY	$ 64.05	$ 20.00	$ 30.00	$ 3,000.00	$ 20.00	$ 2,000.00	$ 20.60	$ 2,060.00
29	Pavement Texturing: Colored Coating - Traffic Formula	100	SY	$ 65.07	$ 22.00	$ 30.00	$ 3,000.00	$ 22.00	$ 2,200.00	$ 22.66	$ 2,266.00
30	Pavement Texturing: Heat & Imprint Existing Pavement	100	SY	$ 76.66	$ 35.00	$ 50.00	$ 5,000.00	$ 35.00	$ 3,500.00	$ 36.05	$ 3,605.00
31	Pavement Texturing: Imprint New Installation	100	SY	$ 96.96	$ 75.00	$ 50.00	$ 5,000.00	$ 75.00	$ 7,500.00	$ 77.25	$ 7,725.00
32	Pavement Texturing: Sealer Concrete	100	SY	$ 24.72	$ 20.00	$ 30.00	$ 3,000.00	$ 20.00	$ 2,000.00	$ 20.60	$ 2,060.00
33	Paver Brick	100	SY	$ 111.11	$ 100.00	$ 100.00	$ 10,000.00	$ 100.00	$ 10,000.00	$ 103.00	$ 10,300.00
34	Remove Paver Brick	100	SY	$ 67.08	$ 75.00	$ 10.00	$ 1,000.00	$ 75.00	$ 7,500.00	$ 77.25	$ 7,725.00
35	Reset Paver Brick	100	SY	$ 116.38	$ 125.00	$ 35.00	$ 3,500.00	$ 125.00	$ 12,500.00	$ 128.75	$ 12,875.00
DRAINAGE ITEMS											
36	Inlets (Curb) (Type P-1) < 10'	10	EA	$ 5,377.44	$ 2,500.00	$ 3,000.00	$ 30,000.00	$ 2,500.00	$ 25,000.00	$ 2,575.00	$ 25,750.00
37	Inlets (Curb) (Type P-1) (Partial - Top Only)	15	EA	$ 3,484.71	$ 2,500.00	$ 2,500.00	$ 37,500.00	$ 2,500.00	$ 37,500.00	$ 2,575.00	$ 38,625.00
38	Inlets (Curb) (Type P-2) < 10'	10	EA	$ 5,577.44	$ 2,800.00	$ 3,500.00	$ 35,000.00	$ 2,800.00	$ 28,000.00	$ 2,575.00	$ 25,750.00
39	Inlets (Curb) (Type P-2) (Partial - Top Only)	15	EA	$ 3,609.71	$ 2,500.00	$ 3,000.00	$ 45,000.00	$ 2,500.00	$ 37,500.00	$ 2,575.00	$ 38,625.00
40	Inlets (Curb) (Type P-5) < 10'	10	EA	$ 4,984.66	$ 3,500.00	$ 3,500.00	$ 35,000.00	$ 3,500.00	$ 35,000.00	$ 3,605.00	$ 36,050.00
41	Inlets (Curb) (Type P-5) (Partial - Top Only)	15	EA	$ 3,609.71	$ 2,500.00	$ 3,000.00	$ 45,000.00	$ 2,500.00	$ 37,500.00	$ 2,575.00	$ 38,625.00
42	Inlets (Curb) (Type P-6) < 10'	10	EA	$ 5,258.37	$ 3,900.00	$ 3,500.00	$ 35,000.00	$ 3,900.00	$ 39,000.00	$ 4,017.00	$ 40,170.00
43	Inlets (Curb) (Type P-6) (Partial - Top Only)	15	EA	$ 3,609.71	$ 2,500.00	$ 3,000.00	$ 45,000.00	$ 2,500.00	$ 37,500.00	$ 2,575.00	$ 38,625.00
44	Inlets (Ditch Bottom) (Type C)	20	EA	$ 3,707.40	$ 3,000.00	$ 2,800.00	$ 56,000.00	$ 3,000.00	$ 60,000.00	$ 3,090.00	$ 61,800.00
45	Inlets (Ditch Bottom) (Type D)	10	EA	$ 4,304.81	$ 3,800.00	$ 3,000.00	$ 30,000.00	$ 3,800.00	$ 38,000.00	$ 3,914.00	$ 39,140.00
46	Inlet (Closed Flume) Type I	20	EA	$ 5,002.44	$ 4,500.00	$ 1,500.00	$ 30,000.00	$ 2,500.00	$ 50,000.00	$ 2,575.00	$ 51,500.00
47	Inlet (Closed Flume) Double Barrel	5	EA	$ 6,922.76	$ 1,500.00	$ 3,000.00	$ 15,000.00	$ 4,500.00	$ 22,500.00	$ 4,635.00	$ 23,175.00
48	Inlet (Remove and Dispose)	10	EA	$ 1,328.18	$ 3,000.00	$ 500.00	$ 5,000.00	$ 1,500.00	$ 15,000.00	$ 1,545.00	$ 15,450.00
49	Manhole (Type P-8) < 10'	20	EA	$ 4,129.88	$ 3,000.00	$ 3,500.00	$ 70,000.00	$ 3,000.00	$ 60,000.00	$ 3,090.00	$ 61,800.00
50	Manhole (Type 8) (Partial - Top Only)	10	EA	$ 3,134.91	$ 1,250.00	$ 1,500.00	$ 15,000.00	$ 3,000.00	$ 30,000.00	$ 3,090.00	$ 30,900.00
51	Steel Reticuline Frame & Grate (Installed) (Index 232)	25	EA	$ 1,539.70	$ 900.00	$ 1,500.00	$ 37,500.00	$ 1,250.00	$ 31,250.00	$ 1,287.50	$ 32,187.50
52	Adjust Existing Manhole or Inlet	25	EA	$ 1,006.01	$ 1,200.00	$ 500.00	$ 12,500.00	$ 900.00	$ 22,500.00	$ 927.00	$ 23,175.00
53	Manhole Cover (Replace)	10	EA	$ 1,034.52	$ 750.00	$ 500.00	$ 5,000.00	$ 1,200.00	$ 12,000.00	$ 1,236.00	$ 12,360.00
54	Manhole Cover (Adjust)	20	EA	$ 806.14	$ 750.00	$ 500.00	$ 10,000.00	$ 750.00	$ 15,000.00	$ 772.50	$ 15,450.00
55	Manhole Riser (1" to 2")	25	EA	$ 593.67	$ 350.00	$ 250.00	$ 6,250.00	$ 350.00	$ 8,750.00	$ 360.50	$ 9,012.50

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				Average of Bid Items for All Bidders	Engineer's Estimate	WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.		ALL PAVING INC.		WEST CONSTRUCTION INC.	
Item #	Item Descrption	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
56	Manhole Ring and Cover (24") (Traffic Rated)	25	EA	$ 2,141.34	$ 1,500.00	$ 500.00	$ 12,500.00	$ 1,500.00	$ 37,500.00	$ 1,545.00	$ 38,625.00
57	Modify Inlet & Install Reticuline Frame & Grate	5	EA	$ 2,977.21	$ 1,500.00	$ 2,500.00	$ 12,500.00	$ 1,500.00	$ 7,500.00	$ 1,545.00	$ 7,725.00
58	Modify, Repair and/or Rebuild Existing Curb Inlet	10	EA	$ 3,309.71	$ 2,500.00	$ 1,800.00	$ 18,000.00	$ 2,500.00	$ 25,000.00	$ 2,575.00	$ 25,750.00
59	Adjust Valve Box	200	EA	$ 260.18	$ 50.00	$ 20.00	$ 4,000.00	$ 50.00	$ 10,000.00	$ 51.50	$ 10,300.00
60	Valve Box Cover (Replace)	20	EA	$ 495.12	$ 115.00	$ 50.00	$ 1,000.00	$ 115.00	$ 2,300.00	$ 118.45	$ 2,369.00
61	Valve Box Cover (Adjust)	20	EA	$ 318.43	$ 150.00	$ 50.00	$ 1,000.00	$ 150.00	$ 3,000.00	$ 154.50	$ 3,090.00
62	Relocate Fire Hydrant	10	EA	$ 3,584.16	$ 2,900.00	$ 3,500.00	$ 35,000.00	$ 2,900.00	$ 29,000.00	$ 2,987.00	$ 29,870.00
63	Yard Drain (Index 282)	10	EA	$ 1,892.05	$ 1,800.00	$ 2,500.00	$ 25,000.00	$ 1,800.00	$ 18,000.00	$ 1,854.00	$ 18,540.00
64	Concrete Pipe Culvert (15" RCP)	200	LF	$ 83.69	$ 95.00	$ 50.00	$ 10,000.00	$ 95.00	$ 19,000.00	$ 97.85	$ 19,570.00
65	Concrete Pipe Culvert (18" RCP)	1,000	LF	$ 67.35	$ 45.00	$ 72.00	$ 72,000.00	$ 45.00	$ 45,000.00	$ 46.35	$ 46,350.00
66	Concrete Pipe Culvert (24" RCP)	1,000	LF	$ 83.82	$ 69.00	$ 75.00	$ 75,000.00	$ 69.00	$ 69,000.00	$ 71.07	$ 71,070.00
67	Concrete Pipe Culvert (36" RCP)	1,000	LF	$ 116.27	$ 70.00	$ 125.00	$ 125,000.00	$ 70.00	$ 70,000.00	$ 72.10	$ 72,100.00
68	HDPE Pipe Culvert (18") (Class I)	500	LF	$ 56.74	$ 45.00	$ 45.00	$ 22,500.00	$ 45.00	$ 22,500.00	$ 30.90	$ 15,450.00
69	HDPE Pipe Culvert (24") (Class I)	500	LF	$ 73.10	$ 59.00	$ 72.00	$ 36,000.00	$ 59.00	$ 29,500.00	$ 41.20	$ 20,600.00
70	HDPE Pipe Culvert (36") (Class I)	500	LF	$ 108.37	$ 80.00	$ 104.00	$ 52,000.00	$ 80.00	$ 40,000.00	$ 51.50	$ 25,750.00
71	HDPE Pipe Culvert (48") (Class I)	500	LF	$ 141.20	$ 99.00	$ 107.00	$ 53,500.00	$ 99.00	$ 49,500.00	$ 61.80	$ 30,900.00
72	HDPE Pipe Culvert (18") (Class II)	500	LF	$ 59.26	$ 40.00	$ 48.00	$ 24,000.00	$ 45.00	$ 22,500.00	$ 30.90	$ 15,450.00
73	HDPE Pipe Culvert (24") (Class II)	500	LF	$ 75.62	$ 60.00	$ 75.00	$ 37,500.00	$ 59.00	$ 29,500.00	$ 41.20	$ 20,600.00
74	HDPE Pipe Culvert (36") (Class II)	500	LF	$ 110.14	$ 75.00	$ 104.00	$ 52,000.00	$ 80.00	$ 40,000.00	$ 51.50	$ 25,750.00
75	HDPE Pipe Culvert (48") (Class II)	500	LF	$ 142.96	$ 85.00	$ 107.00	$ 53,500.00	$ 99.00	$ 49,500.00	$ 61.80	$ 30,900.00
76	A-2000 Pipe Culvert (15"PVC)	100	LF	$ 65.72	$ 65.00	$ 39.00	$ 3,900.00	$ 65.00	$ 6,500.00	$ 66.95	$ 6,695.00
77	A-2000 Pipe Culvert (18" PVC)	500	LF	$ 68.96	$ 59.00	$ 50.00	$ 25,000.00	$ 59.00	$ 29,500.00	$ 60.77	$ 30,385.00
78	A-2000 Pipe Culvert (24" PVC)	500	LF	$ 72.50	$ 59.00	$ 50.00	$ 25,000.00	$ 59.00	$ 29,500.00	$ 60.77	$ 30,385.00
79	Corrugated Steel Pipe Culvert (42" Dia.)	25	LF	$ 206.90	$ 135.00	$ 200.00	$ 5,000.00	$ 135.00	$ 3,375.00	$ 139.05	$ 3,476.25
80	BCCMP Pipe Culvert (15")	100	LF	$ 62.22	$ 65.00	$ 25.00	$ 2,500.00	$ 65.00	$ 6,500.00	$ 66.95	$ 6,695.00
81	BCCMP Pipe Culvert (18")	500	LF	$ 64.50	$ 65.00	$ 20.00	$ 10,000.00	$ 65.00	$ 32,500.00	$ 66.95	$ 33,475.00
82	BCCMP Pipe Culvert (24")	500	LF	$ 73.12	$ 75.00	$ 20.00	$ 10,000.00	$ 75.00	$ 37,500.00	$ 77.25	$ 38,625.00
83	Mitered End Section (Round) (15")	5	EA	$ 1,541.57	$ 1,500.00	$ 1,000.00	$ 5,000.00	$ 1,500.00	$ 7,500.00	$ 1,545.00	$ 7,725.00
84	Mitered End Section (Round) (18")	10	EA	$ 1,647.63	$ 1,500.00	$ 1,000.00	$ 10,000.00	$ 1,500.00	$ 15,000.00	$ 1,545.00	$ 15,450.00

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				Average of Bid Items for All Bidders	Engineer's Estimate	WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.		ALL PAVING INC.		WEST CONSTRUCTION INC.	
Item #	Item Descrption	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
85	Mitered End Section (Round) (24")	10	EA	$ 1,961.26	$ 1,700.00	$ 1,000.00	$ 10,000.00	$ 1,700.00	$ 17,000.00	$ 1,751.00	$ 17,510.00
86	Mitered End Section (Round) (36")	10	EA	$ 2,791.52	$ 2,500.00	$ 1,000.00	$ 10,000.00	$ 2,500.00	$ 25,000.00	$ 2,575.00	$ 25,750.00
87	Mitered End Section (Round) (42")	10	EA	$ 3,105.15	$ 2,700.00	$ 1,000.00	$ 10,000.00	$ 2,700.00	$ 27,000.00	$ 2,781.00	$ 27,810.00
88	Mitered End Section (Round) (15" BCCMP)	5	EA	$ 1,416.57	$ 1,500.00	$ 500.00	$ 2,500.00	$ 1,500.00	$ 7,500.00	$ 1,545.00	$ 7,725.00
89	Mitered End Section (Round) (18" BCCMP)	10	EA	$ 1,522.63	$ 1,500.00	$ 500.00	$ 5,000.00	$ 1,500.00	$ 15,000.00	$ 1,545.00	$ 15,450.00
90	Mitered End Section (Round) (24" BCCMP)	10	EA	$ 1,836.26	$ 1,700.00	$ 500.00	$ 5,000.00	$ 1,700.00	$ 17,000.00	$ 1,751.00	$ 17,510.00
91	ADS Flared End (18" HDPE)	2	EA	$ 1,276.41	$ 1,500.00	$ 1,000.00	$ 2,000.00	$ 1,500.00	$ 3,000.00	$ 1,545.00	$ 3,090.00
92	ADS Flared End (24" HDPE)	2	EA	$ 1,397.87	$ 1,600.00	$ 1,000.00	$ 2,000.00	$ 1,600.00	$ 3,200.00	$ 1,648.00	$ 3,296.00
93	ADS Flared End (36" HDPE)	2	EA	$ 2,148.87	$ 2,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 4,000.00	$ 2,060.00	$ 4,120.00
94	ADS Flared End (48" HDPE)	2	EA	$ 3,259.91	$ 3,000.00	$ 2,000.00	$ 4,000.00	$ 3,000.00	$ 6,000.00	$ 3,090.00	$ 6,180.00
95	French Drains (18" CMP) (incl. Ballast Rock & Filter Fabric)	25	LF	$ 152.39	$ 150.00	$ 100.00	$ 2,500.00	$ 150.00	$ 3,750.00	$ 154.50	$ 3,862.50
96	French Drains (24" CMP) (incl. Ballast Rock & Filter Fabric)	25	LF	$ 184.84	$ 200.00	$ 100.00	$ 2,500.00	$ 200.00	$ 5,000.00	$ 206.00	$ 5,150.00
97	French Drains (18" RCP) (incl. Ballast Rock & Filter Fabric)	100	LF	$ 177.39	$ 150.00	$ 200.00	$ 20,000.00	$ 150.00	$ 15,000.00	$ 154.50	$ 15,450.00
98	French Drains (24" RCP) (incl. Ballast Rock & Filter Fabric)	100	LF	$ 209.84	$ 200.00	$ 200.00	$ 20,000.00	$ 200.00	$ 20,000.00	$ 206.00	$ 20,600.00
99	Rubble Rip-Rap	250	TN	$ 192.03	$ 200.00	$ 150.00	$ 37,500.00	$ 200.00	$ 50,000.00	$ 206.00	$ 51,500.00
100	#57 Coarse Aggregate (FDOT)	10	TN	$ 201.96	$ 200.00	$ 300.00	$ 3,000.00	$ 200.00	$ 2,000.00	$ 206.00	$ 2,060.00
101	Sand Cement Endwall	15	CY	$ 619.01	$ 750.00	$ 600.00	$ 9,000.00	$ 750.00	$ 11,250.00	$ 772.50	$ 11,587.50
102	Dewatering (6" Pump/Wellpoints)	10	ED	$ 2,797.81	$ 2,500.00	$ 3,500.00	$ 35,000.00	$ 2,500.00	$ 25,000.00	$ 2,575.00	$ 25,750.00
CONCRETE ITEMS											
103	Misc. Concrete (Incl. Reinforcing Steel)	100	CY	$ 1,011.58	$ 750.00	$ 950.00	$ 95,000.00	$ 750.00	$ 75,000.00	$ 772.50	$ 77,250.00
104	Class I Concrete (Gravity Wall)	50	CY	$ 898.81	$ 750.00	$ 600.00	$ 30,000.00	$ 750.00	$ 37,500.00	$ 772.50	$ 38,625.00
105	Concrete Curb (Type D) (See Notes)	10,000	LF	$ 20.92	$ 14.50	$ 8.75	$ 87,500.00	$ 14.50	$ 145,000.00	$ 14.94	$ 149,400.00
106	Concrete Curb Type D Removal	750	LF	$ 12.05	$ 15.00	$ 10.00	$ 7,500.00	$ 7.00	$ 5,250.00	$ 15.45	$ 11,587.50
107	Concrete Curb & Gutter (Type F)	20,000	LF	$ 23.92	$ 17.50	$ 14.75	$ 295,000.00	$ 17.50	$ 350,000.00	$ 18.03	$ 360,600.00
108	Concrete Curb & Gutter Type F Removal	11,000	LF	$ 12.86	$ 6.00	$ 9.00	$ 99,000.00	$ 20.50	$ 225,500.00	$ 6.18	$ 67,980.00
109	Concrete Valley Gutter	1,600	LF	$ 23.28	$ 18.00	$ 18.00	$ 28,800.00	$ 18.00	$ 28,800.00	$ 18.54	$ 29,664.00
110	Concrete Valley Gutter Removal	3,000	LF	$ 10.99	$ 9.00	$ 10.00	$ 30,000.00	$ 9.00	$ 27,000.00	$ 9.27	$ 27,810.00
111	Concrete Curb & Gutter (9") (PBC Standard)	100	LF	$ 50.96	$ 35.00	$ 50.00	$ 5,000.00	$ 35.00	$ 3,500.00	$ 36.05	$ 3,605.00
112	Concrete Curb & Gutter (9") Removal	25	LF	$ 21.81	$ 15.00	$ 15.00	$ 375.00	$ 9.00	$ 225.00	$ 15.45	$ 386.25

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				Average of Bid Items for All Bidders	Engineer's Estimate	WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.		ALL PAVING INC.		WEST CONSTRUCTION INC.	
Item #	Item Descrption	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
113	Concrete Flush Header Curb (PBC Standard)	25	LF	$ 60.60	$ 55.00	$ 50.00	$ 1,250.00	$ 55.00	$ 1,375.00	$ 56.65	$ 1,416.25
114	Concrete Flush Header Curb Removal	500	LF	$ 15.72	$ 15.00	$ 15.00	$ 7,500.00	$ 15.00	$ 7,500.00	$ 15.45	$ 7,725.00
115	Concrete Mountable Gutter (PBC Standard)	50	LF	$ 61.06	$ 35.00	$ 50.00	$ 2,500.00	$ 35.00	$ 1,750.00	$ 36.05	$ 1,802.50
116	Concrete Mountable Gutter Removal	50	LF	$ 17.50	$ 15.00	$ 15.00	$ 750.00	$ 9.00	$ 450.00	$ 15.45	$ 772.50
117	Traffic Separator Conc (Type I)	1,500	SY	$ 63.13	$ 50.00	$ 54.50	$ 81,750.00	$ 50.00	$ 75,000.00	$ 51.50	$ 77,250.00
118	Traffic Separator Conc (Type IV)	50	SY	$ 98.36	$ 85.00	$ 55.00	$ 2,750.00	$ 85.00	$ 4,250.00	$ 87.55	$ 4,377.50
119	Traffic Separator Concrete, Removal	50	SY	$ 55.78	$ 55.00	$ 25.00	$ 1,250.00	$ 55.00	$ 2,750.00	$ 56.65	$ 2,832.50
120	Concrete Sidewalk (4" Thick) - Less Than 10 SY	1,000	SY	$ 217.51	$ 65.00	$ 70.00	$ 70,000.00	$ 65.00	$ 65,000.00	$ 66.95	$ 66,950.00
121	Concrete Sidewalk (4" Thick) - 10 Sy to Less than 50 SY	1,000	SY	$ 115.55	$ 45.00	$ 95.00	$ 95,000.00	$ 45.00	$ 45,000.00	$ 46.35	$ 46,350.00
122	Concrete Sidewalk (4" Thick) - 50 SY or Greater	5,000	SY	$ 60.32	$ 40.00	$ 36.00	$ 180,000.00	$ 40.00	$ 200,000.00	$ 41.20	$ 206,000.00
123	Concrete Sidewalk (6" Thick) (Driveway) - Less Than 8 SY	500	SY	$ 331.72	$ 150.00	$ 75.00	$ 37,500.00	$ 150.00	$ 75,000.00	$ 154.50	$ 77,250.00
124	Concrete Sidewalk (6" Thick) (Driveway) - 8 SY To Less Than 35 SY	1,000	SY	$ 189.91	$ 150.00	$ 95.00	$ 95,000.00	$ 140.00	$ 140,000.00	$ 154.50	$ 154,500.00
125	Concrete Sidewalk (6" Thick) (Driveway) - 35 SY Or Greater	15,000	SY	$ 73.75	$ 49.00	$ 45.00	$ 675,000.00	$ 50.00	$ 750,000.00	$ 50.47	$ 757,050.00
126	Concrete Sidewalk (6" Thick) (Curb Ramps)	15,000	SY	$ 83.60	$ 60.00	$ 45.00	$ 675,000.00	$ 61.00	$ 915,000.00	$ 58.71	$ 880,650.00
127	Cast-In-Place and/or Surface Applied Tactile Surface	21,000	SF	$ 26.72	$ 18.00	$ 17.00	$ 357,000.00	$ 19.00	$ 399,000.00	$ 18.54	$ 389,340.00
128	Pump Mix for Concrete Pumping	500	CY	$ 88.61	$ 100.00	$ 10.00	$ 5,000.00	$ 100.00	$ 50,000.00	$ 103.00	$ 51,500.00
129	Pumping or Hand Placement of Concrete - 1/2 Day	5	EA	$ 1,313.71	$ 1,000.00	$ 750.00	$ 3,750.00	$ 1,000.00	$ 5,000.00	$ 1,030.00	$ 5,150.00
130	Pumping or Hand Placement of Concrete - 1 Day	5	EA	$ 1,833.71	$ 2,000.00	$ 1,000.00	$ 5,000.00	$ 1,800.00	$ 9,000.00	$ 2,060.00	$ 10,300.00
131	4" Concrete Removal	5,000	SY	$ 18.94	$ 12.00	$ 17.00	$ 85,000.00	$ 11.00	$ 55,000.00	$ 12.36	$ 61,800.00
132	6" Concrete Removal	5,000	SY	$ 19.03	$ 12.00	$ 17.00	$ 85,000.00	$ 11.00	$ 55,000.00	$ 12.36	$ 61,800.00
FENCING AND RAILING ITEMS											
133	Type B Fence (4' High) (w/Top Rail) Green Vinyl Clad	200	LF	$ 54.80	$ 50.00	$ 65.00	$ 13,000.00	$ 50.00	$ 10,000.00	$ 33.48	$ 6,696.00
134	Type B Fence (6' High) (w/Top Rail) Green Vinyl Clad	400	LF	$ 72.39	$ 75.00	$ 75.00	$ 30,000.00	$ 75.00	$ 30,000.00	$ 33.48	$ 13,392.00
135	Chain Link Fence - Removal & Disposal	250	LF	$ 12.36	$ 10.00	$ 15.00	$ 3,750.00	$ 10.00	$ 2,500.00	$ 10.30	$ 2,575.00
136	Double Rail Wood Fence - Furnish & Install	400	LF	$ 53.78	$ 65.00	$ 35.00	$ 14,000.00	$ 65.00	$ 26,000.00	$ 23.18	$ 9,272.00
137	Double Rail Wood Fence - Relocation	350	LF	$ 36.71	$ 25.00	$ 35.00	$ 12,250.00	$ 25.00	$ 8,750.00	$ 23.18	$ 8,113.00
138	Double Rail Wood Fence - Removal	100	LF	$ 14.13	$ 10.00	$ 15.00	$ 1,500.00	$ 10.00	$ 1,000.00	$ 10.30	$ 1,030.00
139	Aluminum Pipe Handrail (3 Rail)	150	LF	$ 158.88	$ 150.00	$ 200.00	$ 30,000.00	$ 150.00	$ 22,500.00	$ 73.39	$ 11,008.50
140	Steel Pipe Handrail (3 Rail)	150	LF	$ 158.88	$ 150.00	$ 200.00	$ 30,000.00	$ 150.00	$ 22,500.00	$ 73.39	$ 11,008.50

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				Average of Bid Items for All Bidders	Engineer's Estimate	WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.		ALL PAVING INC.		WEST CONSTRUCTION INC.	
Item #	Item Descrption	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
141	Safety Pipe Rail (2")	100	LF	$ 130.02	$ 150.00	$ 100.00	$ 10,000.00	$ 150.00	$ 15,000.00	$ 57.94	$ 5,794.00
LANDSCAPING ITEMS											
142	Seed and Mulch	500	SY	$ 4.06	$ 3.00	$ 3.00	$ 1,500.00	$ 3.00	$ 1,500.00	$ 3.09	$ 1,545.00
143	Sodding (To Match Existing) (See Notes)	25000	SY	$ 5.07	$ 4.00	$ 4.90	$ 122,500.00	$ 4.00	$ 100,000.00	$ 4.12	$ 103,000.00
144	Synthetic Turf (ForeverLawn or Equal) with 2.5" Foam Underlay (F&I)	1000	SY	$ 118.75	$ 130.00	$ 35.00	$ 35,000.00	$ 120.00	$ 120,000.00	$ 133.90	$ 133,900.00
145	Top Soil (6" Thick)	2000	SY	$ 8.06	$ 8.00	$ 8.00	$ 16,000.00	$ 8.00	$ 16,000.00	$ 8.24	$ 16,480.00
146	Poured in Place Rubber Mulch (Rainbow Turf Products or Equal) (F&I)	500	SY	$ 125.56	$ 130.00	$ 50.00	$ 25,000.00	$ 130.00	$ 65,000.00	$ 133.90	$ 66,950.00
147	Stump Removal	80	EA	$ 277.90	$ 150.00	$ 100.00	$ 8,000.00	$ 150.00	$ 12,000.00	$ 154.50	$ 12,360.00
148	Tree Relocation	20	EA	$ 833.59	$ 200.00	$ 100.00	$ 2,000.00	$ 200.00	$ 4,000.00	$ 206.00	$ 4,120.00
149	Tree Removal (Less than 12" Caliper)	50	EA	$ 581.41	$ 500.00	$ 250.00	$ 12,500.00	$ 500.00	$ 25,000.00	$ 515.00	$ 25,750.00
150	Tree Removal (12" - 24" Caliper)	50	EA	$ 947.56	$ 750.00	$ 500.00	$ 25,000.00	$ 750.00	$ 37,500.00	$ 772.50	$ 38,625.00
151	Tree Removal (Palms - All Sizes)	50	EA	$ 464.75	$ 350.00	$ 300.00	$ 15,000.00	$ 350.00	$ 17,500.00	$ 360.50	$ 18,025.00
152	Root Pruning (0"-36" deep)	2000	LF	$ 14.65	$ 10.00	$ 10.00	$ 20,000.00	$ 10.00	$ 20,000.00	$ 10.30	$ 20,600.00
153	18" Root Barrier	100	LF	$ 42.52	$ 60.00	$ 20.00	$ 2,000.00	$ 60.00	$ 6,000.00	$ 61.80	$ 6,180.00
154	24" Root Barrier	1000	LF	$ 26.53	$ 25.00	$ 20.00	$ 20,000.00	$ 25.00	$ 25,000.00	$ 25.75	$ 25,750.00
155	36" Root Barrier	8000	LF	$ 31.33	$ 30.00	$ 22.00	$ 176,000.00	$ 30.00	$ 240,000.00	$ 30.90	$ 247,200.00
156	48" Root Barrier	500	LF	$ 43.96	$ 45.00	$ 35.00	$ 17,500.00	$ 45.00	$ 22,500.00	$ 46.35	$ 23,175.00
157	Vegetation Relocation (Including Watering)	10	HR	$ 98.61	$ 100.00	$ 50.00	$ 500.00	$ 100.00	$ 1,000.00	$ 103.00	$ 1,030.00
158	2" PVC Pipe (Schedule 40)	1000	LF	$ 17.89	$ 20.00	$ 9.75	$ 9,750.00	$ 20.00	$ 20,000.00	$ 20.60	$ 20,600.00
159	4" PVC Pipe (Schedule 40)	100	LF	$ 21.64	$ 15.00	$ 25.00	$ 2,500.00	$ 15.00	$ 1,500.00	$ 15.45	$ 1,545.00
160	6" PVC Pipe (Schedule 40)	200	LF	$ 37.93	$ 45.00	$ 25.00	$ 5,000.00	$ 45.00	$ 9,000.00	$ 46.35	$ 9,270.00
EQUIPMENT ITEMS											
161	3 CY Loader - Day	10	EA	$ 1,265.79	$ 1,500.00	$ 1,200.00	$ 12,000.00	$ 1,500.00	$ 15,000.00	$ 1,545.00	$ 15,450.00
162	1-1/2 CY Backhoe - Day	10	EA	$ 1,716.66	$ 1,500.00	$ 1,500.00	$ 15,000.00	$ 1,500.00	$ 15,000.00	$ 1,545.00	$ 15,450.00
163	40 Ton Crane, Crawler or Wheel Mount - Day	15	EA	$ 2,197.02	$ 2,000.00	$ 2,000.00	$ 30,000.00	$ 2,000.00	$ 30,000.00	$ 2,060.00	$ 30,900.00
PILING AND SHEETING ITEMS											
164	8" Treated Timber Piling	100	LF	$ 53.75	$ 45.00	$ 60.00	$ 6,000.00	$ 45.00	$ 4,500.00	$ 46.35	$ 4,635.00
165	10" Treated Timber Piling	100	LF	$ 64.97	$ 52.50	$ 75.00	$ 7,500.00	$ 53.00	$ 5,300.00	$ 54.08	$ 5,408.00
166	10" Treated Timberguard™ Wood Piling	500	LF	$ 82.15	$ 67.50	$ 85.00	$ 42,500.00	$ 68.00	$ 34,000.00	$ 69.53	$ 34,765.00

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				Average of Bid Items for All Bidders	Engineer's Estimate	WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.		ALL PAVING INC.		WEST CONSTRUCTION INC.	
Item #	Item Descrption	Qty.	Units	Unit Price	Unit Price	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
167	12" Square Precast Pre-Stressed Concrete Piling	500	LF	$ 427.88	$ 94.50	$ 105.00	$ 52,500.00	$ 95.00	$ 47,500.00	$ 97.34	$ 48,670.00
168	14" Square Precast Pre-Stressed Concrete Piling	100	LF	$ 432.62	$ 101.25	$ 110.00	$ 11,000.00	$ 102.00	$ 10,200.00	$ 104.29	$ 10,429.00
169	Temporary or Permanent Steel Sheet Piling	100	SF	$ 419.15	$ 80.00	$ 100.00	$ 10,000.00	$ 80.00	$ 8,000.00	$ 82.40	$ 8,240.00
SIGNING AND MARKING ITEMS											
170	ADA Handicapped Parking Sign - Furnish & Install	5	EA	$ 808.29	$ 750.00	$ 650.00	$ 3,250.00	$ 750.00	$ 3,750.00	$ 772.50	$ 3,862.50
171	Traffic Paint (All Widths & Colors) (See Notes)	500	SF	$ 4.20	$ 4.00	$ 3.00	$ 1,500.00	$ 4.00	$ 2,000.00	$ 4.12	$ 2,060.00
172	Thermoplastic Pavement Marking (All Widths & Colors) (See Notes)	500	SF	$ 8.21	$ 7.50	$ 7.00	$ 3,500.00	$ 7.50	$ 3,750.00	$ 7.73	$ 3,865.00
173	Wheel Stops - Furnish & Install	100	EA	$ 62.36	$ 55.00	$ 60.00	$ 6,000.00	$ 55.00	$ 5,500.00	$ 56.65	$ 5,665.00
174	Remove & Re-Install Wheel Stops	100	EA	$ 37.64	$ 35.00	$ 30.00	$ 3,000.00	$ 35.00	$ 3,500.00	$ 36.05	$ 3,605.00
175	Sign (Relocate)	20	EA	$ 240.26	$ 250.00	$ 100.00	$ 2,000.00	$ 250.00	$ 5,000.00	$ 257.50	$ 5,150.00
176	Speed Humps	1000	SY	$ 66.80	$ 50.00	$ 95.00	$ 95,000.00	$ 50.00	$ 50,000.00	$ 51.50	$ 51,500.00
177	Stamped Colored Concrete (5" Thick)	100	SY	$ 94.74	$ 85.00	$ 65.00	$ 6,500.00	$ 85.00	$ 8,500.00	$ 87.55	$ 8,755.00
178	Steel Bollard	20	EA	$ 795.79	$ 750.00	$ 600.00	$ 12,000.00	$ 750.00	$ 15,000.00	$ 772.50	$ 15,450.00
179	Removable Bollard	20	EA	$ 1,233.26	$ 1,200.00	$ 1,000.00	$ 20,000.00	$ 1,000.00	$ 20,000.00	$ 1,236.00	$ 24,720.00
MISCELLANEOUS ITEMS											
180	Premium for Conflict Condition	5	EA	$ 1,791.57	$ 1,500.00	$ 2,000.00	$ 10,000.00	$ 1,500.00	$ 7,500.00	$ 1,545.00	$ 7,725.00
181	Premium to Increase Box Depth to >10'	5	EA	$ 1,541.57	$ 1,500.00	$ 1,000.00	$ 5,000.00	$ 1,500.00	$ 7,500.00	$ 1,545.00	$ 7,725.00
182	Premium to Increase Box from P to J	5	EA	$ 1,541.57	$ 1,500.00	$ 1,000.00	$ 5,000.00	$ 1,500.00	$ 7,500.00	$ 1,545.00	$ 7,725.00
183	IPE Boardwalk Decking & Top Rail (5/4" X 6") - Furnish & Install	1000	LF	$ 23.86	$ 16.50	$ 19.00	$ 19,000.00	$ 17.00	$ 17,000.00	$ 17.00	$ 17,000.00
184	Mail Boxes (Reset)	150	EA	$ 111.04	$ 20.00	$ 20.00	$ 3,000.00	$ 25.00	$ 3,750.00	$ 20.60	$ 3,090.00
185	Pull Boxes (Brooks)	5	EA	$ 1,164.51	$ 950.00	$ 750.00	$ 3,750.00	$ 950.00	$ 4,750.00	$ 978.50	$ 4,892.50
186	Sandblasting - 1/2 Day	20	EA	$ 4,347.12	$ 2,500.00	$ 1,000.00	$ 20,000.00	$ 2,500.00	$ 50,000.00	$ 2,575.00	$ 51,500.00
187	Sandblasting - Full Day	10	EA	$ 5,611.71	$ 3,500.00	$ 1,200.00	$ 12,000.00	$ 3,500.00	$ 35,000.00	$ 3,605.00	$ 36,050.00
188	Pressure Cleaning	10	ED	$ 1,972.09	$ 2,000.00	$ 1,000.00	$ 10,000.00	$ 2,000.00	$ 20,000.00	$ 2,060.00	$ 20,600.00
189	Southern Yellow Pine Lumber - Furnish & Install	15000	BF	$ 8.89	$ 8.00	$ 8.00	$ 120,000.00	$ 8.00	$ 120,000.00	$ 8.24	$ 123,600.00
190	Southern Yellow Pine Lumber - Removal & Disposal	20000	BF	$ 3.70	$ 4.00	$ 1.00	$ 20,000.00	$ 4.00	$ 80,000.00	$ 4.12	$ 82,400.00
TOTAL BID						**$**	**9,563,225.00**	**$**	**10,621,925.00**	**$**	**10,660,293.75**

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				COMMUNITY ASPHALT CORP.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**
BASE BID					
1	Emergency Response, Less than 6 Hours	10	EA	$ 5,876.91	$ 58,769.10
2	Emergency Response, 6 Hours to 24 Hours	20	EA	$ 3,352.94	$ 67,058.80
3	Emergency Response, 24 Hours to 72 Hours	30	EA	$ 2,511.42	$ 75,342.60
ROADWAY ITEMS					
4	Clearing & Grubbing	200	AC	$ 17,677.31	$ 3,535,462.00
5	Remove Existing Asphalt (Full Depth) (See Notes)	20,000	SY	$ 4.55	$ 91,000.00
6	Regular Excavation	10,000	CY	$ 7.78	$ 77,800.00
7	Shallow Excavation (Depth <4 Ft.)	3,000	CY	$ 7.07	$ 21,210.00
8	Embankment (Compacted in Place)	2,500	CY	$ 19.80	$ 49,500.00
9	Finish Existing Rock Base (Incl. Prime Coat)	1,000	SY	$ 6.16	$ 6,160.00
10	Finish Grading	20,000	SY	$ 1.79	$ 35,800.00
11	4" Base (Incl. Prime Coat)	15,000	SY	$ 11.74	$ 176,100.00
12	6" Base (Incl. Prime Coat)	20,000	SY	$ 14.15	$ 283,000.00
13	8" Base (Incl. Prime Coat)	5,300	SY	$ 16.05	$ 85,065.00
14	Optional Base Group 4	500	SY	$ 50.26	$ 25,130.00
15	Optional Base Group 7	10,000	SY	$ 17.09	$ 170,900.00
16	Optional Base Group 10	500	SY	$ 78.16	$ 39,080.00
17	Optional Base Group 13	10,000	SY	$ 23.95	$ 239,500.00
18	Asphalt Driveway (1 1/2") (Incl. 6" Base)	1,800	SY	$ 76.19	$ 137,142.00
19	Mill Existing Asphalt, Full Size Milling Machine - (<5,000 SY) (See Notes)	30	1/2 Day	$ 7,363.37	$ 220,901.10
20	Portable Milling Machine	250	HR	$ 1,384.19	$ 346,047.50
21	Reuse Millings For Pathway (6" Deep)	3,000	SY	$ 7.38	$ 22,140.00
22	Misc. Asphalt (0-50 Ton Orders) (Incl. Tack Coat) (See Notes)	150	TN	$ 717.50	$ 107,625.00
23	Misc. Asphalt (>50 Ton Orders) (Incl. Tack Coat) (See Notes)	100	TN	$ 408.79	$ 40,879.00
24	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	200	TN	$ 316.79	$ 63,358.00
25	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 200 Ton Orders)	15,000	TN	$ 168.98	$ 2,534,700.00
26	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	2,000	TN	$ 245.47	$ 490,940.00
27	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	4,000	TN	$ 165.92	$ 663,680.00

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				COMMUNITY ASPHALT CORP.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**
28	Pavement Texturing: Colored Coating - Standard Formula	100	SY	$ 185.60	$ 18,560.00
29	Pavement Texturing: Colored Coating - Traffic Formula	100	SY	$ 185.60	$ 18,560.00
30	Pavement Texturing: Heat & Imprint Existing Pavement	100	SY	$ 185.60	$ 18,560.00
31	Pavement Texturing: Imprint New Installation	100	SY	$ 185.60	$ 18,560.00
32	Pavement Texturing: Sealer Concrete	100	SY	$ 28.28	$ 2,828.00
33	Paver Brick	100	SY	$ 141.42	$ 14,142.00
34	Remove Paver Brick	100	SY	$ 106.06	$ 10,606.00
35	Reset Paver Brick	100	SY	$ 176.77	$ 17,677.00
DRAINAGE ITEMS					
36	Inlets (Curb) (Type P-1) < 10'	10	EA	$ 13,434.76	$ 134,347.60
37	Inlets (Curb) (Type P-1) (Partial - Top Only)	15	EA	$ 6,363.83	$ 95,457.45
38	Inlets (Curb) (Type P-2) < 10'	10	EA	$ 13,434.76	$ 134,347.60
39	Inlets (Curb) (Type P-2) (Partial - Top Only)	15	EA	$ 6,363.83	$ 95,457.45
40	Inlets (Curb) (Type P-5) < 10'	10	EA	$ 9,333.62	$ 93,336.20
41	Inlets (Curb) (Type P-5) (Partial - Top Only)	15	EA	$ 6,363.83	$ 95,457.45
42	Inlets (Curb) (Type P-6) < 10'	10	EA	$ 9,616.46	$ 96,164.60
43	Inlets (Curb) (Type P-6) (Partial - Top Only)	15	EA	$ 6,363.83	$ 95,457.45
44	Inlets (Ditch Bottom) (Type C)	20	EA	$ 5,939.58	$ 118,791.60
45	Inlets (Ditch Bottom) (Type D)	10	EA	$ 6,505.25	$ 65,052.50
46	Inlet (Closed Flume) Type I	20	EA	$ 13,434.76	$ 268,695.20
47	Inlet (Closed Flume) Double Barrel	5	EA	$ 15,556.03	$ 77,780.15
48	Inlet (Remove and Dispose)	10	EA	$ 1,767.73	$ 17,677.30
49	Manhole (Type P-8) < 10'	20	EA	$ 6,929.51	$ 138,590.20
50	Manhole (Type 8) (Partial - Top Only)	10	EA	$ 4,949.65	$ 49,496.50
51	Steel Reticuline Frame & Grate (Installed) (Index 232)	25	EA	$ 2,121.28	$ 53,032.00
52	Adjust Existing Manhole or Inlet	25	EA	$ 1,697.02	$ 42,425.50
53	Manhole Cover (Replace)	10	EA	$ 1,202.06	$ 12,020.60
54	Manhole Cover (Adjust)	20	EA	$ 1,202.06	$ 24,041.20
55	Manhole Riser (1" to 2")	25	EA	$ 1,414.18	$ 35,354.50

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				COMMUNITY ASPHALT CORP.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**
56	Manhole Ring and Cover (24") (Traffic Rated)	25	EA	$ 5,020.36	$ 125,509.00
57	Modify Inlet & Install Reticuline Frame & Grate	5	EA	$ 6,363.83	$ 31,819.15
58	Modify, Repair and/or Rebuild Existing Curb Inlet	10	EA	$ 6,363.83	$ 63,638.30
59	Adjust Valve Box	200	EA	$ 919.22	$ 183,844.00
60	Valve Box Cover (Replace)	20	EA	$ 1,697.02	$ 33,940.40
61	Valve Box Cover (Adjust)	20	EA	$ 919.22	$ 18,384.40
62	Relocate Fire Hydrant	10	EA	$ 4,949.65	$ 49,496.50
63	Yard Drain (Index 282)	10	EA	$ 1,414.18	$ 14,141.80
64	Concrete Pipe Culvert (15" RCP)	200	LF	$ 91.92	$ 18,384.00
65	Concrete Pipe Culvert (18" RCP)	1,000	LF	$ 106.06	$ 106,060.00
66	Concrete Pipe Culvert (24" RCP)	1,000	LF	$ 120.21	$ 120,210.00
67	Concrete Pipe Culvert (36" RCP)	1,000	LF	$ 197.99	$ 197,990.00
68	HDPE Pipe Culvert (18") (Class I)	500	LF	$ 106.06	$ 53,030.00
69	HDPE Pipe Culvert (24") (Class I)	500	LF	$ 120.21	$ 60,105.00
70	HDPE Pipe Culvert (36") (Class I)	500	LF	$ 197.99	$ 98,995.00
71	HDPE Pipe Culvert (48") (Class I)	500	LF	$ 296.98	$ 148,490.00
72	HDPE Pipe Culvert (18") (Class II)	500	LF	$ 113.13	$ 56,565.00
73	HDPE Pipe Culvert (24") (Class II)	500	LF	$ 127.28	$ 63,640.00
74	HDPE Pipe Culvert (36") (Class II)	500	LF	$ 205.06	$ 102,530.00
75	HDPE Pipe Culvert (48") (Class II)	500	LF	$ 304.05	$ 152,025.00
76	A-2000 Pipe Culvert (15"PVC)	100	LF	$ 91.92	$ 9,192.00
77	A-2000 Pipe Culvert (18" PVC)	500	LF	$ 106.06	$ 53,030.00
78	A-2000 Pipe Culvert (24" PVC)	500	LF	$ 120.21	$ 60,105.00
79	Corrugated Steel Pipe Culvert (42" Dia.)	25	LF	$ 353.55	$ 8,838.75
80	BCCMP Pipe Culvert (15")	100	LF	$ 91.92	$ 9,192.00
81	BCCMP Pipe Culvert (18")	500	LF	$ 106.06	$ 53,030.00
82	BCCMP Pipe Culvert (24")	500	LF	$ 120.21	$ 60,105.00
83	Mitered End Section (Round) (15")	5	EA	$ 2,121.28	$ 10,606.40
84	Mitered End Section (Round) (18")	10	EA	$ 2,545.53	$ 25,455.30

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				COMMUNITY ASPHALT CORP.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**
85	Mitered End Section (Round) (24")	10	EA	$ 3,394.04	$ 33,940.40
86	Mitered End Section (Round) (36")	10	EA	$ 5,091.07	$ 50,910.70
87	Mitered End Section (Round) (42")	10	EA	$ 5,939.58	$ 59,395.80
88	Mitered End Section (Round) (15" BCCMP)	5	EA	$ 2,121.28	$ 10,606.40
89	Mitered End Section (Round) (18" BCCMP)	10	EA	$ 2,545.53	$ 25,455.30
90	Mitered End Section (Round) (24" BCCMP)	10	EA	$ 3,394.04	$ 33,940.40
91	ADS Flared End (18" HDPE)	2	EA	$ 1,060.64	$ 2,121.28
92	ADS Flared End (24" HDPE)	2	EA	$ 1,343.48	$ 2,686.96
93	ADS Flared End (36" HDPE)	2	EA	$ 3,535.46	$ 7,070.92
94	ADS Flared End (48" HDPE)	2	EA	$ 4,949.65	$ 9,899.30
95	French Drains (18" CMP) (incl. Ballast Rock & Filter Fabric)	25	LF	$ 205.06	$ 5,126.50
96	French Drains (24" CMP) (incl. Ballast Rock & Filter Fabric)	25	LF	$ 233.34	$ 5,833.50
97	French Drains (18" RCP) (incl. Ballast Rock & Filter Fabric)	100	LF	$ 205.06	$ 20,506.00
98	French Drains (24" RCP) (incl. Ballast Rock & Filter Fabric)	100	LF	$ 233.34	$ 23,334.00
99	Rubble Rip-Rap	250	TN	$ 212.13	$ 53,032.50
100	#57 Coarse Aggregate (FDOT)	10	TN	$ 101.82	$ 1,018.20
101	Sand Cement Endwall	15	CY	$ 353.55	$ 5,303.25
102	Dewatering (6" Pump/Wellpoints)	10	ED	$ 2,616.24	$ 26,162.40
CONCRETE ITEMS					
103	Misc. Concrete (Incl. Reinforcing Steel)	100	CY	$ 1,573.82	$ 157,382.00
104	Class I Concrete (Gravity Wall)	50	CY	$ 1,472.75	$ 73,637.50
105	Concrete Curb (Type D) (See Notes)	10,000	LF	$ 45.47	$ 454,700.00
106	Concrete Curb Type D Removal	750	LF	$ 15.76	$ 11,820.00
107	Concrete Curb & Gutter (Type F)	20,000	LF	$ 45.39	$ 907,800.00
108	Concrete Curb & Gutter Type F Removal	11,000	LF	$ 15.75	$ 173,250.00
109	Concrete Valley Gutter	1,600	LF	$ 38.57	$ 61,712.00
110	Concrete Valley Gutter Removal	3,000	LF	$ 15.70	$ 47,100.00
111	Concrete Curb & Gutter (9") (PBC Standard)	100	LF	$ 82.80	$ 8,280.00
112	Concrete Curb & Gutter (9") Removal	25	LF	$ 47.77	$ 1,194.25

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				COMMUNITY ASPHALT CORP.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**
113	Concrete Flush Header Curb (PBC Standard)	25	LF	$ 80.75	$ 2,018.75
114	Concrete Flush Header Curb Removal	500	LF	$ 17.42	$ 8,710.00
115	Concrete Mountable Gutter (PBC Standard)	50	LF	$ 123.18	$ 6,159.00
116	Concrete Mountable Gutter Removal	50	LF	$ 30.56	$ 1,528.00
117	Traffic Separator Conc (Type I)	1,500	SY	$ 96.51	$ 144,765.00
118	Traffic Separator Conc (Type IV)	50	SY	$ 165.87	$ 8,293.50
119	Traffic Separator Concrete, Removal	50	SY	$ 86.45	$ 4,322.50
120	Concrete Sidewalk (4" Thick) - Less Than 10 SY	1,000	SY	$ 668.07	$ 668,070.00
121	Concrete Sidewalk (4" Thick) - 10 Sy to Less than 50 SY	1,000	SY	$ 275.83	$ 275,830.00
122	Concrete Sidewalk (4" Thick) - 50 SY or Greater	5,000	SY	$ 124.08	$ 620,400.00
123	Concrete Sidewalk (6" Thick) (Driveway) - Less Than 8 SY	500	SY	$ 947.38	$ 473,690.00
124	Concrete Sidewalk (6" Thick) (Driveway) - 8 SY To Less Than 35 SY	1,000	SY	$ 370.15	$ 370,150.00
125	Concrete Sidewalk (6" Thick) (Driveway) - 35 SY Or Greater	15,000	SY	$ 149.54	$ 2,243,100.00
126	Concrete Sidewalk (6" Thick) (Curb Ramps)	15,000	SY	$ 169.68	$ 2,545,200.00
127	Cast-In-Place and/or Surface Applied Tactile Surface	21,000	SF	$ 52.32	$ 1,098,720.00
128	Pump Mix for Concrete Pumping	500	CY	$ 141.42	$ 70,710.00
129	Pumping or Hand Placement of Concrete - 1/2 Day	5	EA	$ 2,474.82	$ 12,374.10
130	Pumping or Hand Placement of Concrete - 1 Day	5	EA	$ 2,474.82	$ 12,374.10
131	4" Concrete Removal	5,000	SY	$ 35.40	$ 177,000.00
132	6" Concrete Removal	5,000	SY	$ 35.76	$ 178,800.00
FENCING AND RAILING ITEMS					
133	Type B Fence (4' High) (w/Top Rail) Green Vinyl Clad	200	LF	$ 70.71	$ 14,142.00
134	Type B Fence (6' High) (w/Top Rail) Green Vinyl Clad	400	LF	$ 106.06	$ 42,424.00
135	Chain Link Fence - Removal & Disposal	250	LF	$ 14.14	$ 3,535.00
136	Double Rail Wood Fence - Furnish & Install	400	LF	$ 91.92	$ 36,768.00
137	Double Rail Wood Fence - Relocation	350	LF	$ 63.64	$ 22,274.00
138	Double Rail Wood Fence - Removal	100	LF	$ 21.21	$ 2,121.00
139	Aluminum Pipe Handrail (3 Rail)	150	LF	$ 212.13	$ 31,819.50
140	Steel Pipe Handrail (3 Rail)	150	LF	$ 212.13	$ 31,819.50

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				COMMUNITY ASPHALT CORP.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**
141	Safety Pipe Rail (2")	100	LF	$ 212.13	$ 21,213.00
LANDSCAPING ITEMS					
142	Seed and Mulch	500	SY	$ 7.15	$ 3,575.00
143	Sodding (To Match Existing) (See Notes)	25000	SY	$ 7.25	$ 181,250.00
144	Synthetic Turf (ForeverLawn or Equal) with 2.5" Foam Underlay (F&I)	1000	SY	$ 186.08	$ 186,080.00
145	Top Soil (6" Thick)	2000	SY	$ 8.01	$ 16,020.00
146	Poured in Place Rubber Mulch (Rainbow Turf Products or Equal) (F&I)	500	SY	$ 188.32	$ 94,160.00
147	Stump Removal	80	EA	$ 707.09	$ 56,567.20
148	Tree Relocation	20	EA	$ 2,828.37	$ 56,567.40
149	Tree Removal (Less than 12" Caliper)	50	EA	$ 1,060.64	$ 53,032.00
150	Tree Removal (12" - 24" Caliper)	50	EA	$ 1,767.73	$ 88,386.50
151	Tree Removal (Palms - All Sizes)	50	EA	$ 848.51	$ 42,425.50
152	Root Pruning (0"-36" deep)	2000	LF	$ 28.28	$ 56,560.00
153	18" Root Barrier	100	LF	$ 28.28	$ 2,828.00
154	24" Root Barrier	1000	LF	$ 35.35	$ 35,350.00
155	36" Root Barrier	8000	LF	$ 42.43	$ 339,440.00
156	48" Root Barrier	500	LF	$ 49.50	$ 24,750.00
157	Vegetation Relocation (Including Watering)	10	HR	$ 141.42	$ 1,414.20
158	2" PVC Pipe (Schedule 40)	1000	LF	$ 21.21	$ 21,210.00
159	4" PVC Pipe (Schedule 40)	100	LF	$ 31.11	$ 3,111.00
160	6" PVC Pipe (Schedule 40)	200	LF	$ 35.35	$ 7,070.00
EQUIPMENT ITEMS					
161	3 CY Loader - Day	10	EA	$ 818.17	$ 8,181.70
162	1-1/2 CY Backhoe - Day	10	EA	$ 2,321.64	$ 23,216.40
163	40 Ton Crane, Crawler or Wheel Mount - Day	15	EA	$ 2,728.06	$ 40,920.90
PILING AND SHEETING ITEMS					
164	8" Treated Timber Piling	100	LF	$ 63.64	$ 6,364.00
165	10" Treated Timber Piling	100	LF	$ 77.78	$ 7,778.00
166	10" Treated Timberguard™ Wood Piling	500	LF	$ 106.06	$ 53,030.00

BID TABULATIONS ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT PBC PROJECT #2020055				COMMUNITY ASPHALT CORP.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**
167	12" Square Precast Pre-Stressed Concrete Piling	500	LF	$ 1,414.18	$ 707,090.00
168	14" Square Precast Pre-Stressed Concrete Piling	100	LF	$ 1,414.18	$ 141,418.00
169	Temporary or Permanent Steel Sheet Piling	100	SF	$ 1,414.18	$ 141,418.00
SIGNING AND MARKING ITEMS					
170	ADA Handicapped Parking Sign - Furnish & Install	5	EA	$ 1,060.64	$ 5,303.20
171	Traffic Paint (All Widths & Colors) (See Notes)	500	SF	$ 5.66	$ 2,830.00
172	Thermoplastic Pavement Marking (All Widths & Colors) (See Notes)	500	SF	$ 10.61	$ 5,305.00
173	Wheel Stops - Furnish & Install	100	EA	$ 77.78	$ 7,778.00
174	Remove & Re-Install Wheel Stops	100	EA	$ 49.50	$ 4,950.00
175	Sign (Relocate)	20	EA	$ 353.55	$ 7,071.00
176	Speed Humps	1000	SY	$ 70.71	$ 70,710.00
177	Stamped Colored Concrete (5" Thick)	100	SY	$ 141.42	$ 14,142.00
178	Steel Bollard	20	EA	$ 1,060.64	$ 21,212.80
179	Removable Bollard	20	EA	$ 1,697.02	$ 33,940.40
MISCELLANEOUS ITEMS					
180	Premium for Conflict Condition	5	EA	$ 2,121.28	$ 10,606.40
181	Premium to Increase Box Depth to >10'	5	EA	$ 2,121.28	$ 10,606.40
182	Premium to Increase Box from P to J	5	EA	$ 2,121.28	$ 10,606.40
183	IPE Boardwalk Decking & Top Rail (5/4" X 6") - Furnish & Install	1000	LF	$ 42.43	$ 42,430.00
184	Mail Boxes (Reset)	150	EA	$ 378.55	$ 56,782.50
185	Pull Boxes (Brooks)	5	EA	$ 1,979.55	$ 9,897.75
186	Sandblasting - 1/2 Day	20	EA	$ 11,313.48	$ 226,269.60
187	Sandblasting - Full Day	10	EA	$ 14,141.85	$ 141,418.50
188	Pressure Cleaning	10	ED	$ 2,828.37	$ 28,283.70
189	Southern Yellow Pine Lumber - Furnish & Install	15000	BF	$ 11.31	$ 169,650.00
190	Southern Yellow Pine Lumber - Removal & Disposal	20000	BF	$ 5.66	$ 113,200.00
TOTAL BID				**$**	**28,308,876.11**

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

NOTE #	PAY ITEM FOOTNOTES
1	All costs for **Maintenance of Traffic (MOT)** shall be considered incidental to, and shall be included in, unit prices for the pay items.
2	**As-builts** shall be paid per plan sheet
3	Removable **Bollard** - Includes all costs associated with installation of removable bollards at locations designated by the County. All labor and materials, including excavation, rock drain, concrete foundation, bollare pipe, ground sleeve with locking mechanism, painting and restoration of the area, are incidental to the Item.
4	Steel **Bollard** - Includes all costs associated with installation of steel bollards at locations designated by the County. All labor and materials, including excavation, concrete foundation, bollard pipe, painting and restoration of the area, are incidental to the pay item.
5	**Clearing and Grubbing** Specifications for various processes required under clearing and grubbing item. Also includes cutting and capping irrigation lines.
6	Pumping or Hand Placement of **Concrete** - These items shall include all equipment and labor required for placement of concrete in areas not accessible by conventional concrete truck (assumed 12' long chute), either by hand or by pumping, and shall be in addition to the per square yard price for 4" and 6" concrete items.
7	Pump Mix for **Concrete Pumping** - This item represents a surcharge to the per square yard price for 4" and 6" concrete items to cover costs for special admixtures, etc. required for pumping concrete under Pumping or Hand Placement of Concrete items.
8	**Concrete Sidewalk Items** - These items shall include all materials, labor and equipment.
9	**Concrete Sidewalk (6" Thick) (ADA Ramps)** - includes only areas of the ramps and transitions back to level sidewalk.
10	**Concrete Traffic Separator Removal** - Includes removal of base material or any other material unsuitable for planting which may be located in the traffic separator area.
11	The cost to construct curb pads shall be included in the unit price for each respective **curb item**.
12	Concrete **Curb Type D** shall include Athletic Field Backstop Curbing.
13	**Dewatering** - Well Point equipment up to 150 points complete, including pump and associated jetting equipment. Well Point Equipment shall only be used in the prosecution of work under this contract as requested by the appointed Palm Beach County Project Supervisor.
14	**Double Rail Wood Fence Relocation** - Includes all labor, equipment and materials required for removal of wood fence rails and posts, stockpiling and protecting material and re-installation of posts and double rail wood fence. Furnishing and installing replacement items which have been damaged during removal or storage shall be considered incidental to the pay item.
15	**Double Rail Wood Fence Removal -** Includes all labor, equipment and materials required for removal of wood fence rails and posts and stockpiling on-site for recovery by County personnel or proper disposal by Contractor.
16	Removal and disposal of existing item to be replaced or repaired shall be incidental to all **drainage structure** items.
17	**Drainage structures** shall include as incidental removal of existing structure to be replaced.
18	**Equipment Items** - 40 Ton Crane, Crawler or Wheel mount, 3 CY Loader, 1.5 CY Backhoe - Bid Price shall include all costs - equipment, labor, materials, operator(s),delivery, pick-up, maintenance, fuel, etc. are incidental to this item.
19	**Excavation** includes cutting and capping irrigation lines.
20	**Finish Existing Rock Base** - Includes all labor, equipment and baserock material sufficient to level, lightly grade and compact the existing rock base prior to application of prime coat.
21	**Finish Grading** - Includes all labor, equipment and materials required for fine grading and shaping of areasdisturbed by other operations. Finish Grading does not replace grading and shaping incidental to the items Sodding and Seeding and Mulching.
22	**Milling Existing Asphalt Pavement** Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.
23	**Mill Existing Asphalt, Full Size Milling Machine** - Includes use of milling machine, broom tractor, and other equipment as required, transportation of equipment to and from the work site, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual time for milling and clean-up. Preparation of areas to be milled, clean-up and disposal of milled material shall be considered incidental to the unit price bid.
24	**Misc Asphalt** - Includes surface courses, friction courses and other miscellaneous asphalt as required.

NOTE #	PAY ITEM FOOTNOTES
25	Thermoplastic **Pavement Marking** and **Traffic Paint** - Includes all labor, equipment, materials, etc. required to furnish and install pavement marking in parking lots and other areas. All items, including parking space markings, lane lines, stop bars. handicapped symbols, directional arrows and messages, in any or all colors, shall be considered incidental to the pay item.
26	**Portable Milling Machine**, per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.
27	**Pressure Cleaning** - Can be paid in half day increments
28	**Remove Existing Asphalt, and Mill Existing Asphalt items** - Include all equipment, labor, etc. for removal and disposal of existing asphalt pavement material. Unit Prices shall be based upon a 1" depth of milling. The contract prices will be adjusted in ½" increments for other milling depths.
29	**Root Barrier** - Root removal shall be incidental to all root barriers
30	**Root Pruning** shall be paid per each tree
31	**Rubble Rip-Rap** - Includes finish grading, filter fabric, installation, etc. All labor and materials, including restoration of the area, are incidental to this item.
32	Temporary or Permanent Steel **Sheet Piling -** Piling material shall be PZ27 or equal. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Per square foot price is for Temporary or Permanent Sheet Piling actually installed and accepted by the County, including all labor, equipment and materials, cutting, splicing, dynamic and static testing, adjustments resulting from testing, removal oftemporary piling and restoration of the area.
33	**Sodding** - Pay Item shall include all work necessary to install and establish, including watering and fertilizing to sustain an established turf until final acceptance at no additional cost. Item shall also include the filling, leveling and repairing of any washed or eroded areas, as may be necessary.
34	**Southern Yellow Pine Lumber** (F&I) - Southern Yellow Pine Lumber shall be pressure treated marine grade southern pine #1, or better, treated to 0.4 pcf retention of ACQ (AWPA UC4A, or better) and shall be paid for by boardfoot furnished and installed and accepted by the County. Cost per board foot installed shall include all labor, equipment and materials, fasteners, and cutting and shall include a maximum of 10% wasteover and above installed material measured in the field.
35	**Square Precast Prestressed concrete piling** - Include all costs associated with installation of Pre-stressed Concrete pilings at locations shown on plans or as designated by the County. Contractor shall receive detailed design plans for eachinstallation, signed and sealed by a Professional Engineer licensed in the State of Florida. All labor and materials, cutting, splicing, dynamic and static testing, adjustments resulting from testing and restoration of the area are incidental to the item. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Per foot price is for Precast Pre-stressed Concrete Pilings actually installed and accepted by the County.
37	All **Tree Removal** items shall include all costs associated with tree removal including MOT (if required), reduction of canopy, felling of trunk, stump removal, debris disposal and backfilling of hole with suitable material to provide a uniform grade.
38	Replace **Sprinkler System** - Includes the cost of labor, as well as all parts, such as pipe, heads and fittings.
39	**Treated Timber Piling** - Include all costs associated with installation of treated Southern Pine pilings at locations shown on plans or as designated by the County. Contractor shall receive detailed design plans for each installation, signed and sealed by a Professional Engineer licensed in the State of Florida. Alllabor and materials, cutting splicing, dynamic and static testing, adjustments resulting from testing and restoration of the area are incidental to the item. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Southern Pine timber shall be pressure treated, 2.5cca or better. Per foot price is for Treated Timber Pilings actually installed and accepted by the County.
40	**Treated Timberguard Wood Piling-** 10” Treated TimberguardTM Wood Piles shall be paid for by Linear Feet furnished and installed and accepted by the County. Cost per Linear Feet installed shall include all labor, equipmentand materials, fasteners, and cutting and shall include a maximum of 10% waste over and above installed material measured in the field.
41	**Wheel Stops** - Includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stopsand/or attachment devices which have been damaged during removal or storage shall be considered incidental to the pay item.
Bids as read at opening on August 4, 2020, 2:00 PM	
All bids subject to OEBO compliance and Board Approval.	
Prepared by: Geraldine Lazzarino-Kelly, Technical Assistant 1	
Checked by: Holly B. Knight, P.E., Contracts Section Manager	

PROPOSAL FORM

Wynn + Sons Environmental Construction Co Inc.
(COMPANY NAME)

7268 Belvedere Rd
(COMPANY ADDRESS)

West Palm Beach, FL 33411
(COMPANY CITY & STATE)

33411
(COMPANY ZIP CODE)

CONTACT NAME Rick Volpe Dan Wynn

PHONE NUMBER 561-797-9452 561-718-6948

FACSIMILE NUMBER 561-686-2433

EMAIL ADDRESS rickatwynnandsons@comcast.net
danwynn24@yahoo.com

65-0301796
FEDERAL TAX I.D. #

9/11/20
DATE SUBMITTED

FOR THE CONSTRUCTION OF: **ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT**
PALM BEACH COUNTY PROJECT NO. 2020055

TO THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA:

We, the undersigned (Contractor), hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm, or corporation, and that we are not on the Scrutinized Companies List as stated on page SC-1, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed Work and the source of supply of Materials, and we hereby agree to furnish and pay for all necessary labor, Equipment, Materials and services, fully understanding that the quantities shown herein are approximate only and that we will fully complete all Work in accordance with the Contract Documents and the requirements under them of the Engineer, within the time limit specified in this Proposal for the following unit prices, to wit:

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
	BASE BID				
1	Emergency Response, Less than 6 Hours	10	EA	$ 100.00	$1,000.00
2	Emergency Response, 6 Hours to 24 Hours	20	EA	$ 100.00	$2,000.00
3	Emergency Response, 24 Hours to 72 Hours	30	EA	$ 100.00	$3,000.00
ROADWAY ITEMS					
4	Clearing & Grubbing	200	AC	$ 50.00	$10,000.00
5	Remove Existing Asphalt (Full Depth) (See Notes)	20,000	SY	$ 0.75	$15,000.00
6	Regular Excavation	10,000	CY	$ 4.50	$45,000.00
7	Shallow Excavation (Depth <4 Ft.)	3,000	CY	$ 7.00	$21,000.00
8	Embankment (Compacted in Place)	2,500	CY	$ 7.00	$17,500.00
9	Finish Existing Rock Base (Incl. Prime Coat)	1,000	SY	$ 4.00	$4,000.00
10	Finish Grading	20,000	SY	$ 2.00	$40,000.00
11	4" Base (Incl. Prime Coat)	15,000	SY	$ 4.00	$60,000.00
12	6" Base (Incl. Prime Coat)	20,000	SY	$ 6.00	$120,000.00
13	8" Base (Incl. Prime Coat)	5,300	SY	$ 17.50	$92,750.00
14	Optional Base Group 4	500	SY	$ 9.00	$4,500.00
15	Optional Base Group 7	10,000	SY	$ 16.50	$165,000.00
16	Optional Base Group 10	500	SY	$ 25.00	$12,500.00
17	Optional Base Group 13	10,000	SY	$ 20.50	$205,000.00
18	Asphalt Driveway (1 1/2") (Incl. 6" Base)	1,800	SY	$ 15.50	$27,900.00
19	Mill Existing Asphalt, Full Size Milling Machine - (<5,000 SY) (See Notes)	30	1/2 Day	$ 4,700.00	$141,000.00
20	Portable Milling Machine	250	HR	$ 100.00	$25,000.00
21	Reuse Millings For Pathway (6" Deep)	3,000	SY	$ 6.00	$18,000.00
22	Misc. Asphalt (0-50 Ton Orders) (Incl. Tack Coat) (See Notes)	150	TN	$ 200.00	$30,000.00
23	Misc. Asphalt (>50 Ton Orders) (Incl. Tack Coat) (See Notes)	100	TN	$ 175.00	$17,500.00
24	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	200	TN	$ 200.00	$40,000.00
25	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 200 Ton Orders)	15,000	TN	$ 111.50	$1,672,500.00
26	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	2,000	TN	$ 160.00	$320,000.00
27	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	4,000	TN	$ 112.00	$448,000.00
28	Pavement Texturing: Colored Coating - Standard Formula	100	SY	$ 30.00	$3,000.00
29	Pavement Texturing: Colored Coating - Traffic Formula	100	SY	$ 30.00	$3,000.00
30	Pavement Texturing: Heat & Imprint Existing Pavement	100	SY	$ 50.00	$5,000.00
31	Pavement Texturing: Imprint New Installation	100	SY	$ 50.00	$5,000.00
32	Pavement Texturing: Sealer Concrete	100	SY	$ 30.00	$3,000.00
33	Paver Brick	100	SY	$ 100.00	$10,000.00

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
34	Remove Paver Brick	100	SY	$ 10.00	$1,000.00
35	Reset Paver Brick	100	SY	$ 35.00	$3,500.00
DRAINAGE ITEMS					
36	Inlets (Curb) (Type P-1) < 10'	10	EA	$ 3,000.00	$30,000.00
37	Inlets (Curb) (Type P-1) (Partial - Top Only)	15	EA	$ 2,500.00	$37,500.00
38	Inlets (Curb) (Type P-2) < 10'	10	EA	$ 3,500.00	$35,000.00
39	Inlets (Curb) (Type P-2) (Partial - Top Only)	15	EA	$ 3,000.00	$45,000.00
40	Inlets (Curb) (Type P-5) < 10'	10	EA	$ 3,500.00	$35,000.00
41	Inlets (Curb) (Type P-5) (Partial - Top Only)	15	EA	$ 3,000.00	$45,000.00
42	Inlets (Curb) (Type P-6) < 10'	10	EA	$ 3,500.00	$35,000.00
43	Inlets (Curb) (Type P-6) (Partial - Top Only)	15	EA	$ 3,000.00	$45,000.00
44	Inlets (Ditch Bottom) (Type C)	20	EA	$ 2,800.00	$56,000.00
45	Inlets (Ditch Bottom) (Type D)	10	EA	$ 3,000.00	$30,000.00
46	Inlet (Closed Flume) Type I	20	EA	$ 1,500.00	$30,000.00
47	Inlet (Closed Flume) Double Barrel	5	EA	$ 3,000.00	$15,000.00
48	Inlet (Remove and Dispose)	10	EA	$ 500.00	$5,000.00
49	Manhole (Type P-8) < 10'	20	EA	$ 3,500.00	$70,000.00
50	Manhole (Type 8) (Partial - Top Only)	10	EA	$ 1,500.00	$15,000.00
51	Steel Reticuline Frame & Grate (Installed) (Index 232)	25	EA	$ 1,500.00	$37,500.00
52	Adjust Existing Manhole or Inlet	25	EA	$ 500.00	$12,500.00
53	Manhole Cover (Replace)	10	EA	$ 500.00	$5,000.00
54	Manhole Cover (Adjust)	20	EA	$ 500.00	$10,000.00
55	Manhole Riser (1" to 2")	25	EA	$ 250.00	$6,250.00
56	Manhole Ring and Cover (24") (Traffic Rated)	25	EA	$ 500.00	$12,500.00
57	Modify Inlet & Install Reticuline Frame & Grate	5	EA	$ 2,500.00	$12,500.00
58	Modify, Repair and/or Rebuild Existing Curb Inlet	10	EA	$ 1,800.00	$18,000.00
59	Adjust Valve Box	200	EA	$ 20.00	$4,000.00
60	Valve Box Cover (Replace)	20	EA	$ 50.00	$1,000.00
61	Valve Box Cover (Adjust)	20	EA	$ 50.00	$1,000.00
62	Relocate Fire Hydrant	10	EA	$ 3,500.00	$35,000.00
63	Yard Drain (Index 282)	10	EA	$ 2,500.00	$25,000.00
64	Concrete Pipe Culvert (15" RCP)	200	LF	$ 50.00	$10,000.00
65	Concrete Pipe Culvert (18" RCP)	1,000	LF	$ 72.00	$72,000.00
66	Concrete Pipe Culvert (24" RCP)	1,000	LF	$ 75.00	$75,000.00
67	Concrete Pipe Culvert (36" RCP)	1,000	LF	$ 125.00	$125,000.00

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
68	HDPE Pipe Culvert (18") (Class I)	500	LF	$ 45.00	$22,500.00
69	HDPE Pipe Culvert (24") (Class I)	500	LF	$ 72.00	$36,000.00
70	HDPE Pipe Culvert (36") (Class I)	500	LF	$ 104.00	$52,000.00
71	HDPE Pipe Culvert (48") (Class I)	500	LF	$ 107.00	$53,500.00
72	HDPE Pipe Culvert (18") (Class II)	500	LF	$ 48.00	$24,000.00
73	HDPE Pipe Culvert (24") (Class II)	500	LF	$ 75.00	$37,500.00
74	HDPE Pipe Culvert (36") (Class II)	500	LF	$ 104.00	$52,000.00
75	HDPE Pipe Culvert (48") (Class II)	500	LF	$ 107.00	$53,500.00
76	A-2000 Pipe Culvert (15"PVC)	100	LF	$ 39.00	$3,900.00
77	A-2000 Pipe Culvert (18" PVC)	500	LF	$ 50.00	$25,000.00
78	A-2000 Pipe Culvert (24" PVC)	500	LF	$ 50.00	$25,000.00
79	Corrugated Steel Pipe Culvert (42" Dia.)	25	LF	$ 200.00	$5,000.00
80	BCCMP Pipe Culvert (15")	100	LF	$ 25.00	$2,500.00
81	BCCMP Pipe Culvert (18")	500	LF	$ 20.00	$10,000.00
82	BCCMP Pipe Culvert (24")	500	LF	$ 20.00	$10,000.00
83	Mitered End Section (Round) (15")	5	EA	$ 1,000.00	$5,000.00
84	Mitered End Section (Round) (18")	10	EA	$ 1,000.00	$10,000.00
85	Mitered End Section (Round) (24")	10	EA	$ 1,000.00	$10,000.00
86	Mitered End Section (Round) (36")	10	EA	$ 1,000.00	$10,000.00
87	Mitered End Section (Round) (42")	10	EA	$ 1,000.00	$10,000.00
88	Mitered End Section (Round) (15" BCCMP)	5	EA	$ 500.00	$2,500.00
89	Mitered End Section (Round) (18" BCCMP)	10	EA	$ 500.00	$5,000.00
90	Mitered End Section (Round) (24" BCCMP)	10	EA	$ 500.00	$5,000.00
91	ADS Flared End (18" HDPE)	2	EA	$ 1,000.00	$2,000.00
92	ADS Flared End (24" HDPE)	2	EA	$ 1,000.00	$2,000.00
93	ADS Flared End (36" HDPE)	2	EA	$ 1,000.00	$2,000.00
94	ADS Flared End (48" HDPE)	2	EA	$ 2,000.00	$4,000.00
95	French Drains (18" CMP) (incl. Ballast Rock & Filter Fabric)	25	LF	$ 100.00	$2,500.00
96	French Drains (24" CMP) (incl. Ballast Rock & Filter Fabric)	25	LF	$ 100.00	$2,500.00
97	French Drains (18" RCP) (incl. Ballast Rock & Filter Fabric)	100	LF	$ 200.00	$20,000.00
98	French Drains (24" RCP) (incl. Ballast Rock & Filter Fabric)	100	LF	$ 200.00	$20,000.00
99	Rubble Rip-Rap	250	TN	$ 150.00	$37,500.00
100	#57 Coarse Aggregate (FDOT)	10	TN	$ 300.00	$3,000.00
101	Sand Cement Endwall	15	CY	$ 600.00	$9,000.00
102	Dewatering (6" Pump/Wellpoints)	10	ED	$ 3,500.00	$35,000.00

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
CONCRETE ITEMS					
103	Misc. Concrete (Incl. Reinforcing Steel)	100	CY	$ 950.00	$95,000.00
104	Class I Concrete (Gravity Wall)	50	CY	$ 600.00	$30,000.00
105	Concrete Curb (Type D) (See Notes)	10,000	LF	$ 8.75	$87,500.00
106	Concrete Curb Type D Removal	750	LF	$ 10.00	$7,500.00
107	Concrete Curb & Gutter (Type F)	20,000	LF	$ 14.75	$295,000.00
108	Concrete Curb & Gutter Type F Removal	11,000	LF	$ 9.00	$99,000.00
109	Concrete Valley Gutter	1,600	LF	$ 18.00	$28,800.00
110	Concrete Valley Gutter Removal	3,000	LF	$ 10.00	$30,000.00
111	Concrete Curb & Gutter (9") (PBC Standard)	100	LF	$ 50.00	$5,000.00
112	Concrete Curb & Gutter (9") Removal	25	LF	$ 15.00	$375.00
113	Concrete Flush Header Curb (PBC Standard)	25	LF	$ 50.00	$1,250.00
114	Concrete Flush Header Curb Removal	500	LF	$ 15.00	$7,500.00
115	Concrete Mountable Gutter (PBC Standard)	50	LF	$ 50.00	$2,500.00
116	Concrete Mountable Gutter Removal	50	LF	$ 15.00	$750.00
117	Traffic Separator Conc (Type I)	1,500	SY	$ 54.50	$81,750.00
118	Traffic Separator Conc (Type IV)	50	SY	$ 55.00	$2,750.00
119	Traffic Separator Concrete, Removal	50	SY	$ 25.00	$1,250.00
120	Concrete Sidewalk (4" Thick) - Less Than 10 SY	1,000	SY	$ 70.00	$70,000.00
121	Concrete Sidewalk (4" Thick) - 10 Sy to Less than 50 SY	1,000	SY	$ 95.00	$95,000.00
122	Concrete Sidewalk (4" Thick) - 50 SY or Greater	5,000	SY	$ 36.00	$180,000.00
123	Concrete Sidewalk (6" Thick) (Driveway) - Less Than 8 SY	500	SY	$ 75.00	$37,500.00
124	Concrete Sidewalk (6" Thick) (Driveway) - 8 SY To Less Than 35 SY	1,000	SY	$ 95.00	$95,000.00
125	Concrete Sidewalk (6" Thick) (Driveway) - 35 SY Or Greater	15,000	SY	$ 45.00	$675,000.00
126	Concrete Sidewalk (6" Thick) (Curb Ramps)	15,000	SY	$ 45.00	$675,000.00
127	Cast-In-Place and/or Surface Applied Tactile Surface	21,000	SF	$ 17.00	$357,000.00
128	Pump Mix for Concrete Pumping	500	CY	$ 10.00	$5,000.00
129	Pumping or Hand Placement of Concrete - 1/2 Day	5	EA	$ 750.00	$3,750.00
130	Pumping or Hand Placement of Concrete - 1 Day	5	EA	$ 1,000.00	$5,000.00
131	4" Concrete Removal	5,000	SY	$ 17.00	$85,000.00
132	6" Concrete Removal	5,000	SY	$ 17.00	$85,000.00
FENCING AND RAILING ITEMS					
133	Type B Fence (4' High) (w/Top Rail) Green Vinyl Clad	200	LF	$ 65.00	$13,000.00
134	Type B Fence (6' High) (w/Top Rail) Green Vinyl Clad	400	LF	$ 75.00	$30,000.00
135	Chain Link Fence - Removal & Disposal	250	LF	$ 15.00	$3,750.00

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
136	Double Rail Wood Fence - Furnish & Install	400	LF	$ 35.00	$14,000.00
137	Double Rail Wood Fence - Relocation	350	LF	$ 35.00	$12,250.00
138	Double Rail Wood Fence - Removal	100	LF	$ 15.00	$1,500.00
139	Aluminum Pipe Handrail (3 Rail)	150	LF	$ 200.00	$30,000.00
140	Steel Pipe Handrail (3 Rail)	150	LF	$ 200.00	$30,000.00
141	Safety Pipe Rail (2")	100	LF	$ 100.00	$10,000.00
LANDSCAPING ITEMS					
142	Seed and Mulch	500	SY	$ 3.00	$1,500.00
143	Sodding (To Match Existing) (See Notes)	25,000	SY	$ 4.90	$122,500.00
144	Synthetic Turf (ForeverLawn or Equal) with 2.5" Foam Underlay (F&I)	1,000	SY	$ 35.00	$35,000.00
145	Top Soil (6" Thick)	2,000	SY	$ 8.00	$16,000.00
146	Poured in Place Rubber Mulch (Rainbow Turf Products or Equal) (F&I)	500	SY	$ 50.00	$25,000.00
147	Stump Removal	80	EA	$ 100.00	$8,000.00
148	Tree Relocation	20	EA	$ 100.00	$2,000.00
149	Tree Removal (Less than 12" Caliper)	50	EA	$ 250.00	$12,500.00
150	Tree Removal (12" - 24" Caliper)	50	EA	$ 500.00	$25,000.00
151	Tree Removal (Palms - All Sizes)	50	EA	$ 300.00	$15,000.00
152	Root Pruning (0"-36" deep)	2,000	LF	$ 10.00	$20,000.00
153	18" Root Barrier	100	LF	$ 20.00	$2,000.00
154	24" Root Barrier	1,000	LF	$ 20.00	$20,000.00
155	36" Root Barrier	8,000	LF	$ 22.00	$176,000.00
156	48" Root Barrier	500	LF	$ 35.00	$17,500.00
157	Vegetation Relocation (Including Watering)	10	HR	$ 50.00	$500.00
158	2" PVC Pipe (Schedule 40)	1,000	LF	$ 9.75	$9,750.00
159	4" PVC Pipe (Schedule 40)	100	LF	$ 25.00	$2,500.00
160	6" PVC Pipe (Schedule 40)	200	LF	$ 25.00	$5,000.00
EQUIPMENT ITEMS					
161	3 CY Loader - Day	10	EA	$ 1,200.00	$12,000.00
162	1-1/2 CY Backhoe - Day	10	EA	$ 1,500.00	$15,000.00
163	40 Ton Crane, Crawler or Wheel Mount - Day	15	EA	$ 2,000.00	$30,000.00
PILING AND SHEETING ITEMS					
164	8" Treated Timber Piling	100	LF	$ 60.00	$6,000.00
165	10" Treated Timber Piling	100	LF	$ 75.00	$7,500.00
166	10" Treated Timberguard™ Wood Piling	500	LF	$ 85.00	$42,500.00
167	12" Square Precast Pre-Stressed Concrete Piling	500	LF	$ 105.00	$52,500.00

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
168	14" Square Precast Pre-Stressed Concrete Piling	100	LF	$ 110.00	$11,000.00
169	Temporary or Permanent Steel Sheet Piling	100	SF	$ 100.00	$10,000.00
SIGNING AND MARKING ITEMS					
170	ADA Handicapped Parking Sign - Furnish & Install	5	EA	$ 650.00	$3,250.00
171	Traffic Paint (All Widths & Colors) (See Notes)	500	SF	$ 3.00	$1,500.00
172	Thermoplastic Pavement Marking (All Widths & Colors) (See Notes)	500	SF	$ 7.00	$3,500.00
173	Wheel Stops - Furnish & Install	100	EA	$ 60.00	$6,000.00
174	Remove & Re-Install Wheel Stops	100	EA	$ 30.00	$3,000.00
175	Sign (Relocate)	20	EA	$ 100.00	$2,000.00
176	Speed Humps	1,000	SY	$ 95.00	$95,000.00
177	Stamped Colored Concrete (5" Thick)	100	SY	$ 65.00	$6,500.00
178	Steel Bollard	20	EA	$ 600.00	$12,000.00
179	Removable Bollard	20	EA	$ 1,000.00	$20,000.00
MISCELLANEOUS ITEMS					
180	Premium for Conflict Condition	5	EA	$ 2,000.00	$10,000.00
181	Premium to Increase Box Depth to >10'	5	EA	$ 1,000.00	$5,000.00
182	Premium to Increase Box from P to J	5	EA	$ 1,000.00	$5,000.00
183	IPE Boardwalk Decking & Top Rail (5/4" X 6") - Furnish & Install	1,000	LF	$ 19.00	$19,000.00
184	Mail Boxes (Reset)	150	EA	$ 20.00	$3,000.00
185	Pull Boxes (Brooks)	5	EA	$ 750.00	$3,750.00
186	Sandblasting - 1/2 Day	20	EA	$ 1,000.00	$20,000.00
187	Sandblasting - Full Day	10	EA	$ 1,200.00	$12,000.00
188	Pressure Cleaning	10	ED	$ 1,000.00	$10,000.00
189	Southern Yellow Pine Lumber - Furnish & Install	15,000	BF	$ 8.00	$120,000.00
190	Southern Yellow Pine Lumber - Removal & Disposal	20,000	BF	$ 1.00	$20,000.00
				TOTAL BID AMOUNT	**$9,563,225.00**

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

All costs for **Maintenance of Traffic (MOT)** shall be considered incidental to, and shall be included in, unit prices for the pay items.

As-builts shall be paid per plan sheet

Removable **Bollard** - Includes all costs associated with installation of removable bollards at locations designated by the County. All labor and materials, including excavation, rock drain, concrete foundation, bollare pipe, ground sleeve with locking mechanism, painting and restoration of the area, are incidental to the Item.

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
Steel **Bollard** - Includes all costs associated with installation of steel bollards at locations designated by the County. All labor and materials, including excavation, concrete foundation, bollard pipe, painting and restoration of the area, are incidental to the pay item.					
Clearing and Grubbing Specifications for various processes required under clearing and grubbing item. Also includes cutting and capping irrigation lines.					
Pumping or Hand Placement of **Concrete** - These items shall include all equipment and labor required for placement of concrete in areas not accessible by conventional concrete truck (assumed 12' long chute), either by hand or by pumping, and shall be in addition to the per square yard price for 4" and 6" concrete items.					
Pump Mix for **Concrete Pumping** - This item represents a surcharge to the per square yard price for 4" and 6" concrete items to cover costs for special admixtures, etc. required for pumping concrete under Pumping or Hand Placement of Concrete items.					
Concrete Sidewalk Items - These items shall include all materials, labor and equipment.					
Concrete Sidewalk (6" Thick) (ADA Ramps) - includes only areas of the ramps and transitions back to level sidewalk.					
Concrete Traffic Separator Removal - Includes removal of base material or any other material unsuitable for planting which may be located in the traffic separator area.					
The cost to construct curb pads shall be included in the unit price for each respective **curb item**.					
Concrete **Curb Type D** shall include Athletic Field Backstop Curbing.					
Dewatering - Well Point equipment up to 150 points complete, including pump and associated jetting equipment. Well Point Equipment shall only be used in the prosecution of work under this contract as requested by the appointed Palm Beach County Project Supervisor.					
Double Rail Wood Fence Relocation - Includes all labor, equipment and materials required for removal of wood fence rails and posts, stockpiling and protecting material and re-installation of posts and double rail wood fence. Furnishing and installing replacement items which have been damaged during removal or storage shall be considered incidental to the pay item.					
Double Rail Wood Fence Removal - Includes all labor, equipment and materials required for removal of wood fence rails and posts and stockpiling on-site for recovery by County personnel or proper disposal by Contractor.					
Removal and disposal of existing item to be replaced or repaired shall be incidental to all **drainage structure** items.					
Drainage structures shall include as incidental removal of existing structure to be replaced.					
Equipment Items - 40 Ton Crane, Crawler or Wheel mount, 3 CY Loader, 1.5 CY Backhoe - Bid Price shall include all costs - equipment, labor, materials, operator(s),delivery, pick-up, maintenance, fuel, etc. are incidental to this item.					
Excavation includes cutting and capping irrigation lines.					
Finish Existing Rock Base - Includes all labor, equipment and baserock material sufficient to level, lightly grade and compact the existing rock base prior to application of prime coat.					
Finish Grading - Includes all labor, equipment and materials required for fine grading and shaping of areasdisturbed by other operations. Finish Grading does not replace grading and shaping incidental to the items Sodding and Seeding and Mulching.					
Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.					
Mill Existing Asphalt, Full Size Milling Machine - Includes use of milling machine, broom tractor, and other equipment as required, transportation of equipment to and from the work site, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual time for milling and clean-up. Preparation of areas to be milled, clean-up and disposal of milled material shall be considered incidental to the unit price bid.					
Misc Asphalt - Includes surface courses, friction courses and other miscellaneous asphalt as required.					
Thermoplastic **Pavement Marking** and **Traffic Paint** - Includes all labor, equipment, materials, etc. required to furnish and install pavement marking in parking lots and other areas. All items, including parking space markings, lane lines, stop bars. handicapped symbols, directional arrows and messages, in any or all colors, shall be considered incidental to the pay item.					

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
	Portable Milling Machine, per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.				
	Pressure Cleaning - Can be paid in half day increments				
	Remove Existing Asphalt, and Mill Existing Asphalt items - Include all equipment, labor, etc. for removal and disposal of existing asphalt pavement material. Unit Prices shall be based upon a 1" depth of milling. The contract prices will be adjusted in ½" increments for other milling depths.				
	Root Barrier - Root removal shall be incidental to all root barriers				
	Root Pruning shall be paid per each tree				
	Rubble Rip-Rap - Includes finish grading, filter fabric, installation, etc. All labor and materials, including restoration of the area, are incidental to this item.				
	Temporary or Permanent Steel **Sheet Piling** - Piling material shall be PZ27 or equal. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Per square foot price is for Temporary or Permanent Sheet Piling actually installed and accepted by the County, including all labor, equipment and materials, cutting, splicing, dynamic and static testing, adjustments resulting from testing, removal oftemporary piling and restoration of the area.				
	Sodding - Pay Item shall include all work necessary to install and establish, including watering and fertilizing to sustain an established turf until final acceptance at no additional cost. Item shall also include the filling, leveling and repairing of any washed or eroded areas, as may be necessary.				
	Southern Yellow Pine Lumber (F&I) - Southern Yellow Pine Lumber shall be pressure treated marine grade southern pine #1, or better, treated to 0.4 pcf retention of ACQ (AWPA UC4A, or better) and shall be paid for by boardfoot furnished and installed and accepted by the County. Cost per board foot installed shall include all labor, equipment and materials, fasteners, and cutting and shall include a maximum of 10% wasteover and above installed material measured in the field.				
	Square Precast Prestressed concrete piling - Include all costs associated with installation of Pre-stressed Concrete pilings at locations shown on plans or as designated by the County. Contractor shall receive detailed design plans for eachinstallation, signed and sealed by a Professional Engineer licensed in the State of Florida. All labor and materials, cutting, splicing, dynamic and static testing, adjustments resulting from testing and restoration of the area are incidental to the item. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Per foot price is for Precast Pre-stressed Concrete Pilings actually installed and accepted by the County.				
	All **Tree Removal** items shall include all costs associated with tree removal including MOT (if required), reduction of canopy, felling of trunk, stump removal, debris disposal and backfilling of hole with suitable material to provide a uniform grade.				
	Replace Sprinkler System - Includes the cost of labor, as well as all parts, such as pipe, heads and fittings.				
	Treated Timber Piling - Include all costs associated with installation of treated Southern Pine pilings at locations shown on plans or as designated by the County. Contractor shall receive detailed design plans for each installation, signed and sealed by a Professional Engineer licensed in the State of Florida. Alllabor and materials, cutting splicing, dynamic and static testing, adjustments resulting from testing and restoration of the area are incidental to the item. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Southern Pine timber shall be pressure treated, 2.5cca or better. Per foot price is for Treated Timber Pilings actually installed and accepted by the County.				
	Treated Timberguard Wood Piling- 10" Treated TimberguardTM Wood Piles shall be paid for by Linear Feet furnished and installed and accepted by the County. Cost per Linear Feet installed shall include all labor, equipmentand materials, fasteners, and cutting and shall include a maximum of 10% waste over and above installed material measured in the field.				

BID PROPOSAL

ANNUAL PATHWAY AND MINOR CONSTRUCTION

CONTRACT

PBC PROJECT #2020055

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
	Wheel Stops - Includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stopsand/or attachment devices which have been damaged during removal or storage shall be considered incidental to the pay item.				

PROPOSAL FORM

PROJECT NO. 2020055

TOTAL BID
$ 9,963225.00
IN FIGURES

The Contractor acknowledges that Addenda _1_ thru _5_ have been received and thatrelated costs are reflected in the submitted bid. Contractor has committed to ***goal of 90 % SBE participation*** as set forth on the Schedule 1 and Schedule 2 that are completed and submitted by Contractor. Contractor shall comply with said goal if awarded the Contract.

The Contractor hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the Contractor has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the Contractor for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the Contractor shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Contractor discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the County, the Contractor agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

The Contractor further agrees to perform all force account Work, as provided for in the General Provisions, and to execute the Contract and return to the County, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

THE TIMELY COMPLETION OF THIS PROJECT IS CRITICAL TO THE HEALTH, SAFETY AND WELFARE OF THE TRAVELING PUBLIC. It is the desire of Palm Beach County to expedite the construction and opening to traffic of the project. The Contractor shall be required to work such hours, weekends and/or Holidays to meet the required Contract schedules.

The Contractor shall complete in full all Work under this Contract in accordance with the Special

PROPOSAL FORM

Provisions. It is further agreed that should the Contractor fail to complete all necessary Work under this Contract within the above referenced time; then, due to the criticalness of the timely completion of this project, liquidated damages for failure to meet these provisions shall be in accordance with Section 8 of the Standard Specifications.

The Contractor further agrees to furnish a sufficient and satisfactory Bond, on the form herein provided, in accordance with Section 3 of the General Provisions.

The Contractor further agrees to bear the full cost of maintaining all Work until the final acceptance, as provided in the Contract Documents.

Accompanying this Proposal is a Proposal Guaranty (Bid Bond) made payable to Palm Beach County, a Political Subdivision of the State of Florida, in the sum of 5% of amount Bid which is to be forfeited as liquidated damages if, in case this Proposal is accepted, the undersigned should fail to execute the attached Contract under the conditions of this Proposal. Otherwise, the Bid Bond is to be returned to the Contractor upon the delivery of a satisfactory Contract Bond.

Company Name: Wynn Sons Inc Authorized Officer: Daniel P. Wynn
(Print)

Address: 7268 Belvedere Rd
West Palm Beach, FL 33411 Signature:

PROPOSAL FORM

CONTRACTOR CERTIFICATION

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

FROM

ROADWAY CONSTRUCTION SITES

ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT

PALM BEACH COUNTY PROJECT NO. 2020055

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Name of Contracting Firm: Wynn + Sons Inc.

By: Daniel P. Wynn Date: 9/11/20

Name and Title: Daniel P. Wynn president

Address or P.O. Box: 7268 Belvedere Rd

West Palm Beach, FL 33411
City State Zip Code

Telephone: 561-797-9452 561 718-6948
Area Code Number

PALM BEACH COUNTY LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) Bidders having a permanent place of business in Palm Beach County; (2) Bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Local Preference means that if the lowest responsive, responsible Bidder is a non-local business, then all Bids received from responsive, responsible local Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

2. Glades Local Preference means that if the lowest responsive, responsible Bidder is a non-Glades business, then all Bids received from responsive, responsible Glades Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. A Bidder who is a local business but not a Glades business and who utilizes Glades subcontractor(s) for a minimum of 15% of the total Bid price, may receive a local preference of three (3) percent, solely for the purpose of determining Bid award. If the Local business utilizes Glades subcontractor(s) for a minimum of 30% of the total Bid price, he may receive a local preference of four (4) percent for the purposes of ranking Bidders.

To receive either a Local Preference or a Glades Local Preference, a Bidder must have a permanent place of business in existence prior to the County's issuance of this Invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. A permanent place of business means that the Bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or the Bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable; where the Bidder will produce a substantial portion of the goods or services to be purchased. The Bidder must submit the attached Certification of Business Location at the time of Bid submission. Failure to submit this information will cause the Bidder to not receive a local preference. Palm Beach County may require a Bidder to provide additional information for clarification purposes at any time prior to the award of the Contract.

In procurements where price is the only factor for selection, the above provisions shall not be applied where the application would result in an award which exceeds the otherwise lowest, responsive Bidder by one hundred thousand dollars ($100,000).

The local Bidder may not receive more than one preference. The Glades Local Preference prevails over the Local Preference and the SBE Preference prevails over both the Local and Glades Local Preferences.

CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those Bidders having a permanent place of business in Palm Beach County (County); and (2) those Bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, an interested Bidder must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of an invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. The Bidder must submit this Certification of Business Location at the time of Bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the Bidder to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the Bid or Proposal submitted by the Bidder to the County.

1) Bidder is a:

✓ **Local Business** (A local business has a permanent place of business in Palm Beach County**)

(Please indicate):
- ✓ Headquarters located in Palm Beach County.
- ✓ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased.

_____ **Glades Business** (a Glades business has a permanent place of business in the Glades**)

(Please indicate):
- _____ Headquarters located in the Glades.
- _____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services to be purchased.

_____ **Regional Business** (A regional business is one that has a permanent place of business in Martin, Broward, or Miami Dade County.)

****A post office box or location at a postal service center is not acceptable.**

2) The attached copy of the Bidder's Palm Beach County Business Tax Receipt verifies the Bidder's permanent place of business.

THIS CERTIFICATION is submitted by Daniel P. Wynn
(Name of Individual)

President, of Wynn + Sons Environmental Construction Co. Inc.
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct, and that the Bidder has a permanent place of business in Palm Beach County. Further it is hereby acknowledged that any misrepresentation by the Bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the Bidder.

Daniel P. Wynn
Signature

7/24/20
Date

PALM BEACH COUNTY
LIVING WAGE ORDINANCE

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002) (a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

Implementation
This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, as stated below and on the LW pages of this specification. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department (Roadway Production Division).

The costs for implementing these requirements shall be incidental to the cost of the project.

Procurement Specifications
The Ordinance states that the living wage requirement shall be included in the procurement Specifications for all county construction contracts that have a total Contract value exceeding $100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon the request of the Construction Coordination Division, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

Maintenance of Payroll Records
Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of four (4) years, after Project completion date, or such longer time as may be required in other provisions of this Contract. The records shall contain:

(1) Each employee's name and address;
(2) Each employee's job title and classification;
(3) The number of hours worked each day by each employee;
(4) The gross wages and deductions made for each employee; and
(5) Annual wages paid to each employee.

Reporting Payroll
Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior four (4) year period, or such longer time as may be required in other provisions of this Contract.

LIVING WAGE CERTIFICATION

Project: Annual Pathway and Minor Construction Contract

Contractor Name: WYNN + SON ENVIRONMENTAL CONSTRUCTION CO INC.

Contact Person: DANIEL P. WYNN

Contractor Address: 7268 BELVEDERE RD
WEST PALM BEACH, FLORIDA 33411

Contractor Phone: 561-718-6948 - 561-797-9452

Amount of Contract: $25,000,000

Please include the following with the Bid submission:

1. Brief description of the service provided under the construction Contract.

2. A statement of wage levels for prospective non-county employees.

3. A commitment to pay each non-county employee the living wage, as adjusted, in accordance with the Palm Beach County Living Wage Ordinance. According to Section 3(B)(2), of the Palm Beach County Living Wage Ordinance, the living wage must be adjusted annually for inflation, and this adjustment must take effect each October 1st. (See Palm Beach County Code Section 2-149(b)(2).)

The living wage for October 1, 2019, through September 30, 2020, is $12.62/hour.

The Contractor/subcontractor(s) shall post a copy of the following Notice to Employees (LW-3) at the Work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 11th day of Sept, 20 20.

(Authorized Signature)

(Corporate Seal)

DANIEL P. WYNN
(Print Name and Title)

/NN & SONS ENVIRONMENTAL CONSTRUCTION CO. IN

7268 BELVEDERE RD.
WEST PALM BEACH, FL. 33411
561-686-6077
561-686-2433 FAX

9/11/20

ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT-2017055

LIVING WAGE CERTIFICATION

DESCRIPTION OF SERVICES PROVIDED:

ALL ASPHALT,BASE,CONCRETE, GRADING, DRAINAGE,PIPEWORK,FENCING,WOODWORK,PILINGS,ALL LINE ITEMS BID 1 THRU 192.

STATEMENT OF WAGE LEVELS:

Wynn & Sons Environmental Construction Co. Inc. wage levels are from $15.00 per hour thru $40.00 per hour based on level of skill.

COMMITMENT TO LIVING WAGE

Per contract guidelines of the aforementioned contract, Wynn & Sons Inc. agrees to The Palm Beach County Living Wage Ordinance. Palm Beach County code Section2-149 (b)2.

Daniel P. Wynn president

Wynn & Sons Environmental Construction Co. Inc.

NN & SONS ENVIRONMENTAL CONSTRUCTION CO. IN

7268 BELVEDERE RD.
WEST PALM BEACH, FL. 33411
561-686-6077
561-686-2433 FAX

To whom it may concern,

Wynn & Sons Environmental Construction Co.Inc. pays all and any prospective employees at least $15.00 per hour.

Services provided but not limited to:

- All phases of concrete work
- All phases of asphalt work
- Site work
- Water/sewer /drainage
- Carpentry work
- Roadway striping
- Ada compliance
- Irrigation repairs
- Asphalt milling

Respectfully,

Daniel P. Wynn president

LIVING WAGE ORDINANCE AND CERTIFICATIONS

Notice and Posting

Non-county employers shall post a copy of the following statement at the Work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least **$12.62** per hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." The following statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirement will not be required if the non-county employer attaches a copy of the following statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Non-county employers shall supply a copy of the following statement to any employee upon request within a reasonable time. Non-county employers shall forward a copy of the requirements of this ordinance to any person or business submitting a Bid for a subcontract on any Contract covered by this ordinance.

This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective October 1, 2019, through September 30, 2020.

NOTICE TO EMPLOYEES (ENGLISH)

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least $12.62 per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACIÓN A PATRONES (ESPAÑOL)

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos $12.62 por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO (CREOLE)

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen $12.62pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

(Authorized Signature)

DAVID P. WYNN President

(Print Name and Title)

CERTIFICATION OF COMPLIANCE WITH THE LIVING WAGE ORDINANCE

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with the Living Wage Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."

The County further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of LW-1 "Maintenance of Payroll Records".

7/24/20
Date

Wynn+Sons Environmental Construction Co Inc.
Company Name (Print)

Daniel P. Wynn
Authorized Officer: Name/Title (Print)

Dal Wy pres.
Signature

SCRUTINIZED COMPANIES

As provided in F.S. 287.135, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

When Contract value is greater than $1 million: As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

The undersigned authorized person hereby has read and certifies that the above is adhered to.

7-24-20
Date

Wynn & Sons Environmental Construction Co Inc
Company Name (Print)

Daniel P. Wynn President
Authorized Officer: Name/Title (Print)

Signature

BID BOND

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS: That we, Wynn & Sons Environmental Construction Co., Inc. ("Principal"), and United States Fire Insurance Company as Surety ("Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision of the State of Florida, ("County") in the amount of Five (5%) percent of bid, lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents;

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor Materials, Equipment, machinery, tools, apparatus, services, all State Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of:
Annual Pathway and Minor Construction Contract, Project No. 2020055, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of five percent (5%) of the total bid amount be submitted with said bid as a guarantee that the Bidder would, if given a letter of Intent to Award the Contract, enter into a written contract with the County, and furnish a Public Construction Bond in an amount equal to one hundred per cent (100%) of the total contract, within fourteen (14) consecutive business days of the date of the letter of the Intent to Award Contract.

BID BOND

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the bid of the Principal be accepted and Principal, within fourteen (14) consecutive business days after the date of the Letter of Intent to Award, the letter being written notice of such acceptance, enter into a written contract with Palm Beach County, a Political Subdivision of the State of Florida, and furnish a Certificate of Insurance, and a Public Construction Bond in the form included in the Bid Documents and in an amount equal to One Hundred Per Cent (100%) of the total contract amount satisfactory, to Palm Beach County, a Political Subdivision of the State of Florida, then this obligation shall be void, otherwise the sum herein stated shall be due and payable to the County, and the Surety agrees to pay said sum immediately upon demand of the County, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal.

IN WITNESS WHEREOF, Wynn & Sons Environmental Construction Co., Inc. as Principal herein, has caused these presents to be signed in its name, by its president, and attested by its gm, under its corporate seal, and United States Fire 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 14th day of July, A.D., 2020.

ATTEST:

(Signature)

Rick Voyce

(Print Name)

gm

(Title)

(Seal)

Wynn & Sons Environmental Construction Co., Inc.

By: _____

(Principal)

ATTEST:

(Signature)

Laura Krajczewski

(Print Name)

Witness

(Title)

(Seal)

United States Fire Insurance Company

By: _____

(Surety)

Brett A. Ragland, Attorney-In-Fact and Florida Licensed Resident Agent

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

02613429119

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:

John S. Harris, Joseph D. Johnson, Jr., Brett A. Ragland

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, 2020.

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 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, 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.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

Sonia Scala (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 14th day of JULY 2020.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the President *(insert title)* of Wynn Sons Inc *(insert business name)* a Florida *(insert business organization, i.e. corporation, LLC, LLP)*, organized and existing in good standing under the laws of the State of Florida ("Firm"), and that the following Resolutions are true and correct Resolutions adopted by the President *(insert form of management)* of the Firm on the day of July 24th, 2020, in accordance with the laws of the State of Florida *(where Firm is organized)* of the Firm, and Location *(governing documents)* of the Firm.

RESOLVED, that the Firm shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that DW, the president of the Firm, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Agreement.

2. That the foregoing Resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 24 day of July, 20 20.

Signature

(SEAL) Daniel P. Wynn President

Print Name and Title

STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24th day of July, 2020, by Daniel P. Wynn *(name)* as President *(title)* for Wynn Sons Inc *(firm)*, on behalf of the *(choose one)* corporation / company / partnership, who is ☑ personally known to me or has produced _____ (type of identification) as identification.

(Stamp/Seal)

RICHARD B. VOLPE
MY COMMISSION EXPIRES JANUARY 27, 2024
#GG 917438
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Notary Public, State of FL

Print Notary Name

Commission Number

My Commission Expires

CONTRACT

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH) R2020 1641

This Contract, made this ____ day of NOV 17 2020, A.D. 20___, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "County"), and Wynn & Sons Environmental Construction Co., Inc., Florida,and its heirs, executors, administrators and assigns, (hereinafter "Contractor"):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at its own proper cost and expense to do all the Work and furnish all necessary labor, Materials, Equipment, machinery, tools, apparatus, services, state Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, and means of transportation for the complete construction of:

PROJECT NAME: **ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT**

PROJECT NO.: **2020055**

IN THE AMOUNTS specified in Work Orders which may be issued by the County. The County is not required to issue any Work Orders hereunder. The total value of Work Orders issued under this Contract shall not exceed **Twenty Five Million Dollars ($25,000,000.00)**, except as may be increased according to Section 9-11 of the Contract Specifications.

The Contractor further agrees for the consideration herein mentioned to commence Work with adequate forces and Equipment within five (5) Working Days of the Work Order being issued for a specific project and to fully complete all contracted Work under the same in accordance with Contract Documents. After commencement of the Work, the Work Order shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified in the Work Order. Should the time limit for completion of the Work Order exceed the expiration date of the Contract, the Work Order Work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverage do not expire until all Work Orders issued prior to the expiration of this Contract are complete and accepted. It is understood and agreed that the time limit for completion of said Work is the essence of the Contract. If Contractor fails to complete the Work within the time limit, it is agreed that for such Calendar Day that any Work provided for in these Contract Documents remain incomplete after the time limit has expired, including any official extension of the time limit, the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

CONTRACT

The Contractor shall take into account all contingent Work which has to be done by other parties arising from any cause whatsoever, and shall not plead its want of knowledge of such contingent Work as an excuse for Delay in a Contractor's Work, or for its non-performance.

IN WITNESS WHEREOF, the Parties have caused this Contract for Annual Pathway and Minor Construction Contract, Project No. 2020055 to be executed and sealed the day and year first written above.

OWNER:

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Morton L. Rose, P.E.
Director of Roadway Production

CONTRACTOR:

By: _____
(Signature)

a FLORIDA corporation
(insert state of incorporation)

DANIEL R. WYNN
(Print signatory's name)

PRESIDENT
(Print signatory's title)

9-11-20
(Date)

(Corporate Seal)

ATTEST WITNESS:

_____
(Witness Signature)

RICK VOGE
(Print Witness Name)

_____
(Witness Signature)

HENRY CONERLY
(Print Witness Name)

{SIGNATURE PAGES CONTINUED}

ATTEST:

Sharon R. Bock
Clerk & Comptroller Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Yelizayeta B. Herman
Assistant County Attorney

COUNTY: R2020 1641

Palm Beach County, a Political Subdivision
Of the State of Florida, by and through its Board of
County Commissioners

By: _____
Dave Kerner Mayor

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 602-112542-4

BOND AMOUNT: $1,000,000.00 (One Million and 00/100)

CONTRACT AMOUNT: $25,000,000.00

CONTRACTOR'S NAME: Wynn & Sons Environmental Construction Co., Inc.

CONTRACTOR'S ADDRESS: 7268 Belvedere Road
West Palm Beach, FL 33411

CONTRACTOR'S PHONE: (561)686-6077

SURETY COMPANY: United States Fire Insurance Company

SURETY ADDRESS: 305 Madison Avenue
Morristown, NJ 07962

SURETY PHONE: 973-490-6600

OWNER'S NAME: Palm Beach County

OWNER'S ADDRESS: 2300 North Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

OWNER'S PHONE: 561-684-4150

PROJECT NO.: 2020055

DESCRIPTION OF WORK: Pathway and Minor Construction

PROJECT LOCATION: Countywide

LEGAL DESCRIPTION: No legal description is available. The best description available is as indicated on the Project Location above.

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

As Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

$ 1,000,000.00

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated NOV 17 2020, 20___, entered into a Contract with the County for:

Project Name:	Annual Pathway and Minor Construction Contract
Project No.:	2020055
Project Description:	See Page PCB-1
Project Location:	See Page PCB-1

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm:	TBD
Location of Firm:	TBD
Phone:	TBD
Fax :	TBD

which Contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated NOV 17 2020 between Principal and County for the construction of the project as described above, the Contract being made 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, Florida Statutes, supplying 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 County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County 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.

PUBLIC CONSTRUCTION BOND

5. 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 and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not Claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, Delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

ATTEST:

(Signature)

(Print Name)

(Title)

(Seal)

Wynn & Sons Environmental Construction Co., Inc.

By: _____
(Principal)

ATTEST:

(Signature)

Laura Krajczewski
(Print Name)

Witness
(Title)

(Seal)

United States Fire Insurance Company

By: _____
(Surety)

Brett A. Ragland,
Attorney-In-Fact and Florida Licensed Resident Agent

PUBLIC CONSTRUCTION BOND

DESCRIPTION OF WORK: Pathway and Minor Construction

PROJECT LOCATION: Countywide

SURETY COMPANY: United States Fire Insurance Company

SURETY ADDRESS: 305 Madison Avenue
Morristown, NJ 07962

SURETY PHONE: (973)490-6600

BOND NUMBER: 602-112542-4

BOND AMOUNT: $1,000,000.00

CONTRACT AMOUNT: $25,000,000.00

As the Surety Company for Wynn & Sons Environmental Construction Co., Inc. we have executed the captioned bond. Because the Contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, United States Fire Insurance Company, permission is hereby granted to Palm Beach County to fill in the Contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.

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

02613429119

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:

John S. Harris, Joseph D. Johnson, Jr., Brett A. Ragland

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, 2020.

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 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY

A. R. S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, 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.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

Sonia Scala (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 NOV 17 2020 day of 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

INSURANCE/SURETY BONDS

JOHNSON & COMPANY

September 9, 2020

Palm Beach County
2300 Norh Jog Road Suite SW-33
West Palm Beach, FL 33411-2745

RE: *Authority to Date Bonds and Powers of Attorney*
Principal: Wynn & Sons Environmental Construction Co., Inc
Bond No.: 602-112542-4
Project: 2020055 Pathway and Minor Construction

To Whom It May Concern:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize the Palm Beach County, Florida to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the dated bonds to our office.

Sincerely
United States Fire Insurance Company

Brett A. Ragland
Attorney-in-fact

P.O. Drawer 672 • Orlando, FL 32802-0672 • 801 N. Orange Avenue, Suite 510 • Orlando, FL 32801-5202 (407) 843-1120
(800) 331-3379 • FAX (407) 843-5772

OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary

NOTE: **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

Revised 02/28/2019

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of $ _____ from _____
(Prime Contractor Name)

On _____/_____/_____ for my _____ Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____/_____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ Price or Percentage: _____
Name of 2nd/3rd tier Subcontractor/subconsultant

By: _____ _____
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/ subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____(year), by _____(name of person acknowledging).

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification _____ Type of Identification _____

Revised 12/31/2019

CERTIFICATION OF SUBLET WORK

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT

ROADWAY CONSTRUCTION SITES
ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO. 2020055

Pursuant to section 8-1 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated July 2017 the Contractor shall "not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must submit a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but **shall perform with its own organization work amounting to not less than 40% of the total Contract amount**."

Subcontractor Name	Subcontract to Whom	Work Description	Total Amt Sublet
Fine Line Striping	Wynn+Sons Inc	striping	$7,250.00

All pertinent provisions and requirements of the Contract Documents will be part of any subcontracts. It is agreed that an executed or a certified copy of the subcontract will be submitted upon request, to Palm Beach County (County). All sublets will be in continued compliance with all Contract provisions and that the Contractor will continue to perform the minimum percentage of the Contract Work with its own organization, as required by said Contract. It is recognized and agreed that, as Contractor, the Contractor remains responsible for the proper performance of all requirements of said contract and the County does not relieve or release the Contractor and its Surety or either of them of any liability under the Contract Bond. The Contractor certifies that firms or individuals, debarred or suspended by the FHWA or the County, are not being used as subcontractors. A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Company Name: Wynn+Sons Inc Authorized Officer: Jeff Wynn (Print)

Address: 7268 Belvedere Rd West Palm Beach, FL 33411 Signature: Jeff Wynn

ACORD

NN&-1

OP ID: AW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2020

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 800-538-0487 Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Matthew A.Peace	CONTACT NAME: PHONE (A/C, No, Ext): 800-538-0487 FAX (A/C, No): 561-626-3153 E-MAIL ADDRESS:
INSURED Wynn & Sons Environmental Construction Co Inc 7268 Belvedere Road West Palm Beach, FL 33411	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Owners Insurance Co — 32700 INSURER B : Southern-Owners Ins Co — 10190 INSURER C : Bridgefield Employers Ins. Co. — 10701 INSURER D : Travelers Indemnity Company of — 25666 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		72310161-20	07/03/2020	07/03/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			51-737-515-00	07/23/2020	07/23/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			51-737-515-01	07/03/2020	07/03/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		830-39458	07/03/2020	07/03/2021	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Equipment Floater			QT-660-3E978765-TIL-20	05/03/2020	05/03/2021	Scheduled Rent/Leas	1,846,162 250,000

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

Project: 2020055 Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents is endorsed as Additional Insured on Commercial General Liability as required by contract. Contractual Liability coverage is applicable to the indemnification/hold harmless provision of Article 7-12.1. Other entities

CERTIFICATE HOLDER

PBCBLDG

Palm Beach County Board of
County Commissioners c/o
Engineer Dept/Rdwy Prod Div
2300 North Jog Rd 3rd FL West
West Palm Beach, FL 33411-2741

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

Matthew A. Peace

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

in the right of way are to be listed individually as Additional Insured.

EBIX

Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001134	WYNN & SONS ENVIRONMENTAL		Compliant					2020055	Annual Pathway and Minor Construction
		A++ g , XV	Owners Insurance Company	5173751500	7/3/2020	7/3/2021	Auto Liability		
		A++ g , XV	Southern-Owners Insurance Company	5173751501	7/3/2020	7/3/2021	Excess Liability		
		A++ g , XV	Southern-Owners Insurance Company	7231016120	7/3/2020	7/3/2021	General Liability		
		Ar , X	Bridgefield Employers Insurance Company	83039458	7/3/2020	7/3/2021	Workers Comp		

Risk Profile : Standard - Construction Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

Equal Business Opportunity (EBO)
Participation Form

PROJECT _____

_____

PROJECT NO. _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was_____%.

The Contractor achieved a Small Business Enterprise (SBE) participation of _____% at the end of this project.

The Contractor's proposed Minority/Women Owned Business Enterprise (M/WBE) goal for this project was_____%.

The Contractor achieved a Minority/Women Owned Business Enterprise (M/WBE) participation of _____% at the end of this project.

CONTRACTOR: _____

BY: _____

DATE: _____

CHANGE ORDER

___ Owner Initiated
___ Differing Site Conditions
___ Zoning/Code/Ordinance Changes
___ Errors/Omissions/In Design
___ Quantity Overruns/Underruns
___ Request By Another Agency/Outside Party:

___ A. Reimbursable ___ B. Non-Reimbursable

___ Other:

PROJECT:
(Name)
TO:
(Contractor)

CHANGE ORDER NO:
COUNTY PROJECT NO:
CONTRACT DATE:
RESOLUTION NO:
DISTRICT NO:

You are directed to make the following changes in this Contract:

The original Contract Sum was	$
Net change by previous Change Orders	$
The Contract Sum prior to this Change Order was	$
The Contract Sum will be increased by this Change Order	$
The new Contract Sum including this Change Order will be	$
The Contract Time will be increased by	( ) Days
The Date of Completion including this Change Order therefore is	

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S). INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

_____
CONTRACTOR

_____
Address

_____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

DATE: _____

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

REQUEST:	**REQUESTING DIVISION:**	**INFORMATION:**
__ WORK ORDER NO. _____	__ ROAD & BRIDGE	DATE _____
__ NEW AUTHORIZATION	__ TRAFFIC	REQUESTOR _____
X_ CHANGE ORDER NO. _____	__ ROADWAY PRODUCTION	COMMISSION DISTRICT NO: _____
__ SUPPLEMENTAL NO. _____	X_ CONSTRUCTION COOR.	RESOLUTION NO: R _____
__ OTHER: _____	__ STREETSCAPE	PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: _____
PROJECT NUMBER: _____ **BUDGET LINE ITEM:** _____
CONTRACT NO: _____ **CONTRACT DATE:** _____

CONTRACTOR/CONSULTANT/VENDOR: _____ **VENDOR #** _____
CONTACT: _____ **CONTACT PHONE NUMBER:** _____

Details: _____

The total amount of this request, per the attached documentation, is not to exceed $_____
The Small Business Enterprise (SBE) goal for this contract is ____%. The estimated SBE participation for this request is ____%. The cumulative SBE participation to date for this Contract including this request is ____%.

The Minority/Women Owned Business Enterprise (M/WBE) goal for this contract is ____%. The estimated M/WBE participation for this request is ____%. The cumulative M/WBE participation to date for this Contract including this request is ____%.

Palm Beach County Engineering and Public Works Contact:

Mark A. Tomlinson	Director	561-684-4180
Name	Title	Telephone Number

CONTRACTOR/CONSULTANT/VENDOR APPROVALS
Please indicate your receipt of this request by signing and returning this original document to our office.

_____ _____
Signature Date

_____
Print Name and Title

Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.

_____ _____
Signature Date

_____
Print Name and Title

PALM BEACH COUNTY APPROVALS

BOARD APPROVAL ? _____ **Date:** _____

_____ _____
Division Approval Date

_____ _____
Deputy County Engineer Date

_____ _____
Budget Approval Date

_____ _____
Contract Review Committee (when required) Date

FORM OF GUARANTEE

BOND NO. _____

GUARANTEE FOR (Contractor and Surety Name) _____

_____

We the undersigned hereby guarantee that the _____

_____ (Project), Project Number _____, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within the warranty period of one year from the date of Final Completion of all the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this contract.

Dated _____
(notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

_____ (Seal)
(Contractor)

By:_____ _____
(Signature) (Printed Name and Title)

_____ (Seal)
(Surety)

By: _____ _____
(Signature) (Printed Name and Title)

CONSENT OF SURETY FOR FINAL PAYMENT

BOND NUMBER: 602-112542-4

PROJECT NAME: Annual Pathway + Minor Construction

PROJECT LOCATION: _____

PROJECT NUMBER: 2020055 CONTRACT NUMBER: _____

CONTRACT DATE: _____

In accordance with the provisions of the above named Contract between the County and the Contractor, the following named Surety Company:

U.S. Fidelity Co. 305 Madison Ave Morristown NJ 07962

[name and address of Surety]

On the PUBLIC CONSTRUCTION BOND of the following named Contractor:

Wynn Sons Environmental Construction Co Inc.

[name and address of Contractor]

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the Palm Beach County, Board of County Commissioners, 301 N. Olive Avenue, West Palm Beach, Florida 33401, as set forth in said Surety Company's bond:

_____

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of

_____, 20_____.

_____ _____

(Attest) Witness Signature (Name of Surety Company)

_____ _____

(Witness Printed Name) (Signature of Surety's Authorized Representative)

_____

(Printed Name and Title)

(Seal)

FINAL WAIVER AND RELEASE OF CLAIM

KNOW ALL BY THESE PRESENTS, that the undersigned, to induce the final payment in the sum of $_____, and other valuable considerations and benefits to the undersigned accruing does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as _____ "Project", and Palm Beach County, Florida, on account of work and labor performed, and/or materials furnished in connection with the above described Project, or any part thereof.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any real estate by virtue of the accrual of said payment, has or will be made, and the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the Project, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personnel are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my and seal and I hereby acknowledge that the foregoing statements are true and correct this _____ day of _____, 20 ____.

WITNESS:

_____
Signature

_____
Print Name

CONTRACTOR

_____
Company Name

BY_____
Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____

as _____ **for** _____**, on behalf**
(title of officer/member/partner) *(name of corporation/company/partnership)*

of the _____**, who is ☐ personally known to me or has**
[choose one] corporation/company/partnership

produced _____**(type of identification) as identification.**

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Form 1

STATE OF FLORIDA
COUNTY OF _____

Before me the undersigned authority in said county and state, personally appeared _____, who being first duly sworn, deposes and says that he is:

_____ (a) President (or Vice President) of _____ corporation authorized to do business under the laws of Florida and which Corporation is the contractor;

OR

_____ (b) a partner of the firm of _____ composed of _____ and _____, doing business under the name of _____, which firm is the contractor;

OR

_____ (c) the individual who, doing business under the trade name of _____ is the contractor,

on project No. _____, Road _____ in _____ County, Florida, under Resolution No. _____ with the County of Palm Beach dated the _____ day of _____ 20____; that the deponent knows of his own knowledge that:

1. The said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Director of Construction Coordination of the County of Palm Beach.

2. The contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.

3. All amounts payable for labor, materials or otherwise, in connection with said contract and work, have been paid except for normal sub-contract retainages, which will be satisfied upon payment and/or release of retainage withheld under this contract.

4. There are no claims or suits pending against said contractor or anyone in connection with the work done, materials furnished or otherwise under said contract, except as listed below. As to any such exception listed below, the contractor has stated the name of the entity making claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(10)(b), Florida Statutes.

(Affix Corp. Seal)

_____
(Deponent)

_____
(Print Name)

_____
(Title)

CONTRACTOR: _____

PROJECT: _____

Form 2

We, the _____, having heretofore executed a performance and payment bond for the above named contractor covering the project and road described above hereby agree that the County of Palm Beach may make full payment of the final estimate, including the retained percentage, to said contractor.

It is fully understood that the granting of the right of the County of Palm Beach to make the payment of the final estimate to said contractor and/or his assignee, shall in no way relieve the surety company of its obligations under its bond, as set forth in the specifications and contract, including an amendments hereto, pertaining to the above project and road.

IN WITNESS WHEREOF, the _____ has caused the Instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereto affixed, all on this _____ day of _____, A.D. 20____.

_____
SURETY COMPANY

(AFFIX SEAL)

BY: _____
It's Attorney in Fact

(Power of Attorney must be attached
if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by _____ as _____ for _____,
(e.g. attorney in fact) (name of Surety)
on behalf of said surety, and who is ☐ personally known to me or has produced _____(type of identification) as identification, and who acknowledges that [circle one] he/she executed said instrument for the purpose therein expressed and that [circle one] he/she has due and legal authority to execute the same on behalf of said surety

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Countersignature: _____
Required ONLY if executed by Non Florida Resident Agent

DISBURSEMENT C. REVIOUS PERIODIC PAYMENTS TO SU. NTRACTORS

DATE: _____

PROJECT: _____

PROJECT NO: _____

TO APPLY TO MONTHLY ESTIMATE FOR _____, 20
(Month)

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for $ _____ which is in dispute with _____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges, if applicable). The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the County, and work done under equipment-rental agreements.

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION, OR RETENTION OF FUTURE CONTRACT PAYMENTS.

_____
Contractor

_____
Signature

_____
Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this ___ day of _____, 20___, by _____

as _____ **for** _____, **on behalf**
(title of officer/member/partner) *(name of corporation/company/partnership)*

of the _____, **who is ☐ personally known to me or has**
[choose one] corporation/company/partnership

produced _____ **(type of identification) as identification.**

(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

DISBURSE. .T OF FINAL PAYMENT TO SUBCONTR. ORS

DATE: _____

PROJECT: _____ PROJECT NO: _____

TO APPLY TO FINAL ESTIMATE NO. _____, _____, 20_____.

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for $ _____which is in dispute with _____(leave blank if fully paid) as a result of back charges (attach explanation of back charges if applicable). The term "subcontractor" as used herein shall also include persons or firms furnishing materials, or equipment incorporated into the work for which final payment has been made by the County, and work done under equipment-rental agreements.

The following are to be paid from the final payment:

Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount

(Use Attachment for Additional Sub-Contractor or Suppliers)

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

_____ _____

Contractor By

_____

Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ as _____ for _____, on behalf of the _____, who is ☐ personally known to me or has produced _____(type of identification) as identification.

(title of officer/member/partner) (name of corporation/company/partnership)

[choose one] corporation/company/partnership

_____

(Signature of Notary Public - State of Florida)

_____

(Print, Type, or Stamp Commissioned Name of Notary Public)

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

WYNN, DANIEL PATRICK

WYNN & SONS ENVIRON CONST CO
INC
8455 1ST LANE SOUTH
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC053505

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****

7268 BELVEDERE RD
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
-0051 GENERAL CONTRACTOR	WYNN DANIEL P	CGC053505	B20.3566 - 10/03/19	$30.50	B4012341

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

STATE OF FLORIDA
PALM BEACH COUNTY
2019/2020 LOCAL BUSINESS TAX RECEIP

B2 - 867

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO INC
WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO INC
7268 BELVEDERE RD
WEST PALM BEACH, FL 33411-3308

LBTR Number: 200802205
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.

DETACH HERE

Haley Basbears, Secretary

ADVERTISEMENT FOR BID

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida,in the Office of Palm Beach County Engineering & Public Works Department, Roadway Production Division, located at 2300 North Jog Road, Third Floor Room 3W-33, West Palm Beach, Florida, 33411-2745, up to 2:00 P.M., local time, and opened on Tuesday, August 4, 2020, for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO. 2020055

Bids will be accepted **via standard shipping services** *(such as UPS, FedEx, USPS, or similar)* at 2300 North Jog Road, Third Floor Room 3W-33, West Palm Beach, Florida, 33411-2745 up to the deadline listed above.

Bids will be accepted **via hand delivery** *(including courier services)* **from 1:00 p.m until 2:00 p.m.** on the bid due date outside the Engineering & Public Works Lobby at 2300 North Jog Road, ThirdFloor Room 3E-62 and opened at 2:00 p.m. in this location.

All conditions and requirements for Bid submission, consideration, and award are contained in the Contract Documents, which are posted on the following Palm Beach County web site:
https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService

To review the Contract documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Contract documents (Plans, Specifications, Excel Proposal Forms, check list "with required forms" and any other related documents).

Hard copy documents will be available at the Department for a non-refundable service fee of **$25.00**. The Contractor shall contact Palm Beach County Roadway Production Division at (561) 684-4150 in advance to arrange for hard copies.

All Bids shall be submitted in accordance with the Bid documents, including but not limited to the General Provision Section 2 and accompanied by the documentation referenced therein.

The Pre-Bid Meeting will be held on Thursday, June 25, 2020 at 10:00 A.M., in the Third Floor Main Conference Room (3W-12) in the Palm Beach County Building at 2300 North Jog Road, West Palm Beach, Florida. The pre-bid meeting may be attended via teleconference by calling (561) 776-2160 and entering PIN 327060 at the above listed date and time. Attendance at this pre-bid meeting is highly recommended and strongly encouraged. To the extent you are unable to attend the pre-bid meeting, you may request and obtain an audio recording of the meeting by contacting Palm Beach County Roadway Production Division at (561) 684-4150.

The Board of County Commissioners reserves the right to reject any or all Bids. By order of the Board of County Commissioners, Palm Beach County, Florida.

ATTEST:
SHARON R. BOCK, CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DAVID RICKS, P.E., COUNTY ENGINEER

BY: Dave Kerner, Mayor

PUBLISH: PALM BEACH POST
SUNDAY: JUNE 14, 2020
SUNDAY: JUNE 21, 2020

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Public Service

ITEM 6.5:
Approve Water Well #17 Rehabilitation (Task Order No. 290) - Work Authorization No. CD-U03- Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Centerline Drilling, Inc.

SUMMARY:
The Public Service Department has a need to rehabilitate one (1) surficial aquifer water well (Well #17) to restore the quality and quantity of water produced from the well. The Village's two (2) water treatment plants are supplied raw water from sixteen (16) surficial aquifer wells that are located throughout the Village and were constructed between 1959 and 2006. As a result, periodic rehabilitation of these wells (including acidization, development and disinfection) is vital to maintaining the long-term integrity and production of the water supply wells.

In July 2018, the Village completed a Raw Water Supply and Wellfield Evaluation (completed by Connect Consulting, Inc.) that identified Well #17 as a candidate for rehabilitation. Thus, the Public Service Department is recommending that this well be rehabilitated utilizing the Village's existing (piggybacked) contract with Centerline Drilling, Inc. in the (not-to-exceed) amount of $43,833.00.

Note: To ensure the lowest possible price, staff is recommending that the Village utilize our existing agreement, which was piggybacked off the current Town of Jupiter contract, that was awarded by Jupiter to Centerline Drilling on December 8, 2020. This selection by the Town of Jupiter was completed through a competitive selection process – Town of Jupiter Surficial Well Rehabilitation Program (ITB# W2111-0-2020 - December 8, 2020).

The Village accepted Centerline Drilling's pricing as approved under Town of Jupiter's contract including all terms, conditions and pricing therein. The term of the proposed Town of Jupiter

contract would expire on February 16, 2024. The Village will not expend more than the amount within the approved Budget as it may be adopted/amended each for these goods and services over the term of this contract.

Note: All original bid documents authorizing the initial piggyback with Centerline Drilling are available in the Village Clerk's Office.

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

If approved, it is estimated that the proposed project would be completed within 28 days (August, 2021) following the Notice to Proceed by the Village.

The proposed project Work Authorization No. CD-U03 was prepared by Centerline Drilling and reviewed by the Assistant Public Service Director/Engineer, the Utilities Superintendent, the Finance Director and the Village Attorney.

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

FISCAL IMPACT:

Funding to support Task Order #290 is available within FY 2021 Budget - Water & Sewer Enterprise Fund.

Allocated/Estimated Project Funding:	***Amount:***
FY 2021 Approved Funding - Water & Sewer Fund	$68,000.00
Total Allocated/Approved Budget:	**$68,000.00**

Expected Project Costs:	***Amount:***
FY 2021 Project Cost - Actual Engineering & Design - Water & Sewer Fund	$13,955.00
FY 2021 Project Cost - Estimated Construction Cost - Water & Sewer Fund	$43,833.00
Total Project Request/Cost:	**$57,788.00**

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/or services over the term of this contract.

ATTACHMENTS:

Village of Palm Springs - Work Authorization Number CD-U03 - Well 17

Cost Estimate - Centerline Drilling, Inc.

PROJECT WORK AUTHORIZATION NO. CD-U03 WITH CENTERLINE DRILLING FOR SURFICIAL AQUIFER WELL REHABILITATION

This Project Work Authorization No. CD-U02 is made as of the _____ day of _____, 2021, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Village", and **Centerline Drilling, Inc.**, 1696 Old Okeechobee Road, West Palm Beach, FL 33409, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor".

1.0 Project Description:

The Public Service Department has identified a need to potable water supply wells within the Village utility system.

The Village desires the Contractor to provide rehabilitation of the following wells:

1. Well No. 15.

2.0 Scope

Under this Project Work Authorization, the Contractor will provide the construction services to the Village as detailed in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "A"**.

3.0 Schedule

The services to be provided under this Project Work Authorization shall be completed within ninety (90) calendar days from the Village's issuance of a Notice to Proceed.

4.0 Compensation

This Project Work Authorization is issued for a not to exceed price in the amount of $43,833.00. The attached proposal identifies all costs and expenses included in the not to exceed amount.

5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for surficial aquifer well rehabilitation between the Village and the Contractor, dated June 10, 2021. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 1 to be executed the day and year shown above.

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: **CENTERLINE DRILLING, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by_____, as _____ of Centerline Drilling, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:_____

SPECIFICATIONS FOR REHABILITATION OF
SURFICIAL AQUIFER PUBLIC WATER SUPPLY PRODUCTION WELL No. 17

VILLAGE OF PALM SPRINGS
PALM SPRINGS, FLORIDA

GENERAL DESCRIPTION OF WORK

The purpose of this specification is to provide for the furnishing of all labor, equipment, and performing all operations for the rehabilitation of surficial aquifer public water supply production well No. 17 for the Village of Palm Springs (OWNER) in Palm Beach County, Florida. The drilling contractor (CONTRACTOR) shall be subcontracted by the OWNER's representative, Holtz Consulting Engineers Inc. (HCE). The project will be piggybacked on the Town of Jupiter's well rehabilitation contract. All materials will be purchased and provided by the well CONTRACTOR, except as noted. The conceptual well rehabilitation details are provided in this Specification. **Table 1** summarizes the construction details of Well 17.

Table 1- Village of Palm Springs Public Water Supply Well No. 17 Construction Details

Well	Year Drilled	Well Diameter (in)	Total Well Depth (ft)	Cased Depth (ft)	Screen Interval (ft)	Pump Type
17	1999	20	190	120	120-190	Sub

From WUP #50-00036-W Table A

Background

The Village of Palm Springs plans to rehabilitate existing Well 17 to provide additional flow and pressure to the East Water Treatment Plant (WTP), meet regulatory requirements, and improve the reliability, maintenance, and redundancy to provide a firm capacity of raw ground water to the WTP. The purpose of this well specification is to provide guidance for Centerline Drilling (CONTRACTOR) on the expected course of rehabilitation work for Well 17 so that Centerline can provide a final cost to implement the well rehabilitation work.

Scope of Work

The following tasks are envisioned as part of the rehabilitation efforts:

1. Mobilize all equipment, supplies, and personnel to the site after providing a minimum 2-day notification to Owner prior to arrival. The site is located on the west side of Cypress Lane, south of Alameda Drive.
2. Take pre-construction photographs of the site access route, well site, and wellhead to be submitted as referenced as pre-construction conditions. The site and access route are to be restored by the CONTRACTOR and returned to the OWNER in equal or better condition.
3. Determine the pre-rehabilitation, specific capacity of the well by determining the current pumping rate (using the installed submersible pump) and measuring the pumping water level in the well.
4. Disconnect power supply (to be conducted by OWNER) and remove wellhead discharge plate.
5. Remove existing well pump and store, up off the ground and covered with plastic sheeting in a secure location either at the East WTP or the CONTRACTOR'S shop.

6. When CONTRACTOR is not on site or the well is left overnight, the CONTRACTOR shall install and securely bolt a blind flange to the existing wellhead each night. The well enclosure gate shall also be closed and locked each night.
7. Conduct static and pumping, pre-rehabilitation borehole videos. A minimum pumping rate of 500 gpm will be required during the dynamic borehole video.
8. Measure the gravel pack depth and provide a minimum of 6,000 pounds (two supersacks) of replacement gravel pack, as needed. Gravel pack shall be a minimum of 95% silica, well rounded, well sorted and graded so that there is 90% retention on the well screen. The type of gravel pack selected will be standard and the supplier location of the gravel will be available within the State of Florida. Gravel pack size will by specified by the HYDROGEOLOGIST.
9. Brush well casings and screen using a heavy-duty nylon brush to remove scale, mineral, and biofouling deposits (assume 4 hours minimum).
10. Air lift well to remove debris created by brushing (assume 4 hours minimum).
11. Disinfect well with liquid or pre-mixed granular chlorine (minimum strength should be 200 ppm) applied using a tremie pipe to ensure distribution throughout entire screened interval and surged to agitate well and aid in distribution.
12. Air lift well to remove residual chlorine and debris (assume 2 hours minimum).
13. Mix and pump a solution of hydrochloric acid into the well using a tremie line set to the top of the well screen. The tremie line shall be lowered (or raised) during application to ensure distribution of acid solution throughout the screen interval. Acid solution should be a minimum of 10% hydrochloric acid. A total of 1,200 gallons of 32% hydrochloric acid shall be mixed with water to attain a 10% hydrochloric acid solution. The 10% solution shall be pumped in two batches.
14. Immediately begin well development using a surge block or approved alternate to force the acid solution out into the filter pack and surrounding geologic formation. A vertical block speed of 3–5 feet per second is critical to gain movement during the development process.
15. Monitor pH of the well water 2 hours after starting development using a discrete sampling device such as a double valve bailer or other discrete sampling device and maintain a pH of 2 (or less) until the pH becomes stable after several hours. If pH increases above 3, mix and pump a second batch of hydrochloric acid that is ~30% of the initial volume at the same strength (10%). Continue to surge the well and monitor pH every 2-3 hours. Before leaving the site for the day, check pH and adjust (add another 10% solution) if above 2.5. Be prepared to conduct up to 3 pH adjustments after the initial acid application.
16. Surge the well the next day for 15-20 minutes before checking pH. If pH is less than 3, continue to surge and monitor pH every 2 hours. When pH remains below 3 for several hours, the chemical treatment is complete.
17. Be prepared to let the acid solution remain in the well for up to 3 days after pH adjustments are complete.
18. After chemical treatment is complete, airlift the well to remove debris and adjust pH (assume minimum 4 hours).
19. Conduct high pressure jetting/simultaneous air lifting within the entire screen interval to remove sediment and debris that may be present in the filter pack. Assume up to 30 hours of jetting/air lifting time may be required.
20. Install test pump on up to 100 ft of column pipe to raw hide develop the well at a flow rate up to 2,000 GPM until the turbidity is less than 1.0 NTU, SDI measurements are less than 3.0 and the sand rate is at or below 1 mg/L after 30 minutes of pumping time.
21. Surge and pump the well at the same rates as above until the turbidity and sand rate at pump following startup are at or near 1.0 NTU and less than 1 mg/L after

10 minutes. Assume up to 30 hours of raw hide development time.

22. Conduct 3-rate, step drawdown pumping test for 60 minutes per step at pumping rates of 750, 1,000, and 1,250 GPM. Collect and record water level data every 5 minutes.
23. Conduct 2-hour constant rate test at 1,000 GPM. Collect and record water level data every 5 minutes.
24. Conduct post-rehabilitation borehole video survey under static and pumping conditions. Record video onto DVD and provide 1 field copy and 2 final copies on DVD.
25. Install existing pump.
26. Flow test the pump through bypass piping, check wellhead piping for leaks via bubble testing witnessed by Owner. Retighten fittings as necessary.
27. Disinfect well in accordance with AWWA 654-03. Owner will perform bacteriological sampling and analysis. If bacteriological testing performed by Owner does not pass, CONTRACTOR may be required to disinfect well up to three times at no additional cost.
28. Restore site to pre-work condition and demobilize from site.

1. LOCATION OF WORK

The work will be performed at the location of existing Well 17, which is located on the west side of Cypress Lane, south of Alameda Drive in the Village of Palm Springs. Access to the site to be coordinated with the Village of Palm Springs and HCE.

2. DEFINITIONS

Whatever the following words or pronouns occur in these specifications and contract documents, they shall have the meaning herein given:

(1) The word “OWNER” shall mean the Village of Palm Springs (VPS).
(2) The word “OWNER’S REPRESENTATIVE” OR “HYDROGEOLOGIST" (Holtz Consulting Engineers, Inc./JLA Geosciences, Inc.) shall mean the person, firm or corporation entering into a contract with the OWNER to oversee the CONTRACTOR and verify work performed.
(3) The word “CONTRACTOR” (Well Driller) shall mean the person, firm or corporation, supplying labor and materials or labor for work at the site of the project.

3. MATERIALS

Well rehabilitation materials shall be NSF approved and provided by the CONTRACTOR in accordance with the following requirements:

a. Development Fluids: All development fluids shall be containerized in above ground tanks. Dug mud pits will not be permitted. Tanks shall be of sufficient size and construction to allow settling or removal of cuttings and prevent their discharge off site. The CONTRACTOR is responsible for the removal and proper disposal of all development fluids and formation material. Disposal of development fluids and formation material shall be in accordance with any and all applicable regulatory requirements.

b. Test Pumping Equipment: Test pumps, motors, and associated components including flow meters, water level meters, sand cone tester,

discharge piping, fittings, and any other equipment required to successfully complete well development and test pumping shall be in good working condition, free from defects, and capable of meeting or exceeding the pumping requirements in this specification. CONTRACTOR is responsible for and shall provide all test pumping equipment. Flow meter calibration shall be within 6 months and a certificate of calibration shall be provided prior to starting work.

c. Disinfection Chemicals: The disinfection agent shall be either "Steriline," liquid chlorine or sodium hypochlorite, or calcium hypochlorite powder.

d. Rehabilitation Chemicals: The chemicals used for well rehabilitation shall be approved forms of 20 degree liquid hydrochloric acid (inhibited).

4. WELL DEVELOPMENT

The CONTRACTOR shall provide settling tanks for settlement of solids from the discharge water at a location approved by the Client. If required, a transfer pump shall be used to pump discharge water to the designated discharge location. The CONTRACTOR shall anticipate that at least 500 feet of 8-inch diameter "lay-flat" discharge hose or piping may be required to transmit discharge water to an outfall point. The CONTRACTOR shall set up and maintain discharge water transmission hose. CONTRACTOR provided system shall be sufficient to provide settling of solids and transmission of water at the specified flow rates.

Discharge water shall always be contained and under control by the CONTRACTOR. Any erosion that results from the discharge water shall be immediately repaired by the CONTRACTOR to its previous non-eroded condition. The CONTRACTOR shall ensure that the discharge water does not impact adjoining properties, does not flood the project site and does not cause a nuisance in general. The CONTRACTOR shall comply with all local regulations and ordinances related to the discharge of water generated from development and pumping tests.

5. DOCUMENTATION

Detailed daily driller's reports shall be maintained and submitted as requested by the OWNER'S REPRESENTATIVE. The reports shall give a complete description of all activities occurring each day, including a description of the work, quantities of materials installed, measurements taken, time of day arriving to the site and leaving the site, number of hours on the job, shut down, feet of casing set, and other pertinent data requested by the OWNER'S REPRESENTATIVE. Daily measurements shall include but not be limited to: gravel depths, hourly water discharge sand measurements, pumping rates, daily static and drawdown measurements, other observations. The CONTRACTOR shall collect and record water level data during the pumping tests and submit such data to the OWNER'S REPRESENTATIVE. The CONTRACTOR shall record all quantities of materials used, intervals worked on, and any other pertinent information.

6. COMPLETION SCHEDULE

The CONTRACTOR is given a project time frame of 4 weeks or 28 days from NTP to rehabilitate the well. The CONTRACTOR shall provide a schedule and sequence for

each task to allow for monitoring of progress. The schedule should be in days and/or weeks from receipt of authorization from OWNER.

The CONTRACTOR may provide an alternative sequence of activities from the one provided in this specification. OWNER and the OWNER'S REPRESENTATIVE will review and consider the alternative sequence.

7. COST FOR WELL CONSTRUCTION

The OWNER intends to pay CONTRACTOR for well rehabilitation on a fixed fee basis in accordance with the schedule of values provided in the Town of Jupiter contract.

Centerline Drilling, Inc.

1696 Old Okeechobee Rd., #3C
West Palm Beach, Florida 33409
Water Well Contractor License #11132

Estimate

Date	Estimate #
5/18/2021	17-513

Name / Address
Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461

		Project	
		Well #17	
Description	**Qty**	**Rate**	**Total**
General Conditions 7% of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)	1	2,691.50	2,691.50
Mobilization/Demobilization 7% of Sub-Total Base Bid, Well Rehabilitation Price (Items 5-47)	1	2,691.50	2,691.50
Remove and Re-Install Pump Discharge Apparatus (each)	1	4,000.00	4,000.00
Downhole Video (each)	1	1,500.00	1,500.00
Brushing and Swabbing of Well Screen, Riser or Casing (each)	1	800.00	800.00
Airlift Development (per hour)	4	225.00	900.00
Well Disinfection (each)	1	950.00	950.00
Airlift Development (per hour)	2	225.00	450.00
Surficial Aquifer Well Acidization Setup (LS)	1	4,500.00	4,500.00
Well Acidization with 32% HCl (per gallon)	1,200	5.50	6,600.00
Airlift Development (per hour)	4	225.00	900.00
Jetting with Simultaneous Airlift Development (per hour)	30	225.00	6,750.00
Pump Development (per hour)	30	200.00	6,000.00
Step Rate Test (per hour)	5	200.00	1,000.00
Downhole Video (each)	1	1,500.00	1,500.00
Well Disinfection (each)	1	950.00	950.00
Furnish and Install Gravel Pack for Well Screen (per cubic foot)	55	30.00	1,650.00

Thank you for your business.

Phone #	Fax #	E-mail
(561) 615-0988	(561) 429-8107	CTRLINEDRILLING@AOL.COM

Total **$43,833.00**

Centerline Drilling, Inc. is not responsible for any damage to landscaping, sidewalks, driveways, or underground utilities. Also, there are no guarantees on the quality and or quantity of water and shall not release Owner/Customer from payment other than in accord with this Estimate. Centerline Drilling is not responsible for any electrical, water testing, Water Use Permit, excessive insurance, bond, prevailing wages, or anything not listed above. Manufactures warranty shall apply on all material & equipment, and 90 days on labor.

Signature and Acceptance _____

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Public Service

ITEM 6.6: Approve R.L. Pratt Water Treatment Plant Emergency Generator Replacement Project (Task Order No. 296 - Work Authorization HE-U09) - Professional Engineering Services - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Holtz Consulting Engineers

SUMMARY:
The Public Service Department is requesting approval of Work Authorization HE-U09 (Task Order No. 296) with Holtz Consulting Engineering for professional engineering services (i.e., design, bidding and construction services) related to the replacement of the emergency generator at the R.L. Pratt Water Treatment Plant.

The existing emergency generator at the R.L. Pratt Water Treatment Plant was manufactured in 1986 and has far exceeded its useful life and will begin to incur large maintenance costs for the Village. As a result, Public Service staff has identified that the emergency generator at the R.L. Pratt Water Treatment Plant needs to be replaced with a new unit which should operate more efficiently and reduce maintenance costs during the unit's useful life. During the design phase of the emergency generator, the louvered wall that will be removed during construction for installation will also be evaluated to determine if it meets current building regulations for hurricane-force winds.

As a result, the Village Council is requested to approve Work Authorization HE-U09 (Task Order #296) to support all required professional engineering services and related tasks to replace the emergency generator at the R.L. Pratt Water Treatment Plant to be completed by Holtz Consulting Engineers, 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:

Work to be Completed:	***Contract Amount:***
Design Services	$26,960.00
Bidding Services	$ 2,755.00
Permitting	$ 1,625.00
Services During Construction	$13,220.00
Total Proposed Costs - Professional Design & Engineering	**$44,560.00**

The Village Council has approved funding ($500,000) within the FY 2021 Budget - Water & Sewer Enterprise Fund to support this project (design and construction). 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 total approved budget for FY 2021 for this project is $500,000.00; however, staff believes that only a portion of the proposed design cost ($26,960 of the total design cost - $44,560) of this project will be completed during FY 2021 fiscal year. Therefore, this project is expected to roll over into the next fiscal year (FY 2022) and the remaining funding of $517,600 to complete this project is expected to be requested to be approved by the Village Council during the upcoming FY 2022 budget process.

Staff recommends approval of the proposed Work Authorization HE-U09 (Task Order No. 296) with Holtz Consulting Engineering in the amount of $44,560 for engineering design, bidding and construction services related to the replacement of the emergency generator at R.L. Pratt Water Treatment Plant. If approved, the Village would accept Holtz's pricing as outlined within the previously approved General Consulting Services Continuing Contract with Holtz including all terms, conditions and pricing therein.

Note: The Village issued a Request for Qualifications (RFQ) for professional engineering services (RFQ #2018-02 - 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 design work will take approximately five (5) months (December 2021) from the date the work authorization is issued to Holtz Consulting Engineers and construction is estimated to take approximately eight (8) months (August 2022) from the Notice to Proceed by the Village.

The proposed Work Authorization HE-U09 was prepared by Holtz Consulting Engineers and reviewed by the Assistant Public Services Director/Engineer, the Utilities Superintendent, the Finance Director and the 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 No. 296) is available within the FY 2021 Budget - Water & Sewer Enterprise Fund.

Allocated/Estimated Project Funding	***Amount***
FY 2021 Actual Funding - Water & Sewer Fund	$500,000.00
Total Estimated Project Funding	**$500,000.00**

Expected Project Costs	***Amount***
FY 2021 Project Cost - Actual Engineering & Design - Water & Sewer Fund	$ 26,960.00
FY 2022 Project Cost - Estimated Engineering & Design - Water & Sewer Fund	$ 17,600.00
FY 2022 Project Cost - Estimated Construction Cost - Water & Sewer Fund	$500,000.00
Total Project Request/Cost:	**$544,560.00**

Note: The total approved budget for FY 2021 for this project is $500,000.00; however, staff believes that only a portion of the proposed design cost ($26,960 of the total engineering & design cost - $44,560) of this project will be completed during FY 2021 fiscal year. Therefore, this project is expected to roll over into the next fiscal year (FY 2022) and the remaining funding of $517,600 to complete this project is expected to be requested to be approved by the Village Council during the upcoming FY 2022 budget process.

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/or services over the term of this contract.

ATTACHMENTS:

Proposed Work Authorization No. HE-U09 - Task Order #296 - Pratt Plant Replacement Generator - Holtz Consulting
FY 2021 CIP Form - Pratt Plant Replacement Generator

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: 05/20/21 VILLAGE RFQ. NO.: 2018R-002

WORK AUTHORIZATION NO. 9 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 293 G/L CODE: 41336-56400

HOLTZ CONSULTING ENGINEERS, INC. PROJECT NO.: HE-U09

PROJECT TITLE: R.L. Pratt WTP Emergency Generator Replacement Project

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 HOLTZ CONSULTING ENGINEERS, INC ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The project will include engineering and construction services for the design, permitting, bidding, and services during construction for the replacement of the 500kW diesel generator along with a new day tank, battery charger, and generator support circuits.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Work Authorization.

TASK 1 – DESIGN SERVICES

CONSULTANT shall prepare drawings and specifications for the replacement of the indoor 500kW diesel emergency generator along with a new day tank, battery charger, and generator support circuits at the VILLAGE'S R.L. Pratt Water Treatment Plant (WTP). The new replacement unit will reuse existing power and control raceways to the existing automatic transfer switch (ATS) and running/alarm status hardwired points from the generator control. It is anticipated that the new generator unit will have the same rating as the existing (Tier 3, 480/277V, 3 phase power). The design will include:

- Specification of the temporary rental generator unit to be provided by the Contractor to be connected to existing ATS switch for the time of demo/removal of existing unit and installation of new replacement generator unit.

- Reusing the existing 1,000-gallon diesel fuel tank and fuel piping connection to the new day tank system.

- Obtaining FPL 12-month meter power demand load history. The new generator size will be based on historical load and pump motor starting loads.

- Existing louvers in generator room will be evaluated to confirm they are adequately sized and meet latest FBC wind load requirements. If louver replacement is required, CONSULTANT shall design the new louvers and structural support members for the existing building.

The base files for the design drawings will be provided by the VILLAGE from record drawings from previous ATS related projects at the Pratt WTP and will be provided in AutoCAD format. No surveying services are included in this Work Authorization.

The technical specifications will follow the 16-Division CSI Master Format. The front-end contract documents provided by the VILLAGE will be incorporated into the Contract Documents by the CONSULTANT. This task also includes attendance at progress and review meetings and preparation of construction cost estimates.

CONSULTANT will submit 60% design plans and technical specifications table of contents for the VILLAGE to review. CONSULTANT will prepare 90% plans and technical specifications incorporating the VILLAGE'S comments on the 60% submittal. CONSULTANT will prepare 100% plans and technical specifications incorporating the VILLAGE'S comments on the 90% submittal. CONSULTANT shall meet with the VILLAGE after each submittal to review the design and discuss the VILLAGE'S comments.

TASK 2 – BIDDING SERVICES

CONSULTANT will perform the following activities:

- Prepare bid advertisement and provide bid documents to bidders.

- Conduct a pre-bid meeting and issue meeting minutes to all plan holders.

- Respond to questions bidders may have concerning the bid documents.

- Issue addenda as necessary to clarify the bid documents.

- Attend bid opening and prepare bid tabulation form.

- Evaluate bids and prepare recommendation of award to the lowest responsive, responsible bidder.

- Prepare Final Contract Documents

- Prepare Contractor's Notice of Award.

- Prepare and review executed contract documents.

- Prepare Contractor's Notice to Proceed.

TASK 3 – PERMITTING SERVICES

CONSULTANT shall prepare signed and sealed plans for the Contractor's use in obtaining permits from the building department. CONSULTANT shall also address any requests for information (RFIs) from the building department.

TASK 4 – SERVICES DURING CONSTRUCTION

CONSULTANT will provide engineering services during construction with an assumed construction contract period of 8 months with 3 months of actual construction activities.

Subtask 4.1 General Construction Services

CONSULTANT will perform the following activities:

- Administer the VILLAGE'S Construction Contract with the Contractor in accordance with the General Conditions of the Construction Contract.

- Direct the preconstruction meeting with the VILLAGE, Contractor, and other interested parties and prepare meeting agenda and minutes.

- Review and comment on shop drawings submitted by the Contractor.

- Provide the Contractor with clarifications concerning questions about the Contract Documents and respond to RFI's.

- Review and make the recommendations necessary for the approval or rejection of the Contractor's monthly payment applications.

- Conduct monthly progress meetings with the VILLAGE and Contractor. Prepare and distribute meeting minutes to all attendees.

- Review Record Drawings submitted with each Pay Request and at completion of the project.

- Prepare final documentation for Contract close-out.

Subtask 4.2 General Inspections During Construction

CONSULTANT shall make general site inspections of the work when the Contractor is performing critical portions of work such as concrete work, buried piping and conduit installation, installation of the generator and day tank, startup, and load bank testing. These periodic visits to the site are to evaluate the Contractor's compliance with Contract Documents (approximately five (5) visits for three (3) hours each) and to monitor progress. Two (2) specialty inspections for the louver installation and support member construction are also included.

CONSULTANT will conduct a Substantial Completion site inspection to verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The CONSULTANT will prepare a punch list of items remaining to be completed which will be attached to the Certificate of Substantial Completion.

CONSULTANT will conduct a Final Inspection to verify that the work items identified on the substantial completion punch list are addressed and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. CONSULTANT will ensure the punch list is satisfactorily completed prior to approval of the Contractor's Final Payment Request.

III. DELIVERABLES

Task 1 Deliverables

1. One PDF copy of the 60% plans, technical specifications table of contents, and a 60% design cost estimate.
2. One PDF copy of the 90% plans and technical specifications incorporating the VILLAGE'S comments on the 60% submittal and a 90% design cost estimate.
3. Two signed-and-sealed hard copies and one PDF copy of the 100% (final) plans and specifications incorporating the Village's comments on the 90% submittal and 100% (final) cost estimate.

Task 2 Deliverables:

1. One PDF copy of the Advertisement for Bidding.
2. Meeting minutes from the pre-bid meeting.
3. One PDF copy of Addenda as necessary.
4. One PDF copy of Bid Tabulation form.
5. One hard copy and one PDF copy of written recommendation for award of the contract.
6. One PDF copy of Copy of Notice of Award and Notice to Proceed.
7. Two hard copies of the executed Contract Documents

Task 3- Deliverables

1. Two signed-and-sealed hard copies of conformed plans for the Contractor use in obtaining building department permits.

Task 4 Deliverables:

1. One PDF copy of all Contractor Submittals.
2. One PDF copy and two hard copies of Contractor Pay Requests with recommendation for payment.
3. One PDF copy of all meeting minutes.
4. One PDF copy of the Substantial Completion Punchlist.
5. One PDF copy of the Certificate of Substantial Completion.

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 below.

Table 1
Schedule

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
1. Design Services		
60% Design Submittal	60 days from NTP	60
90% Design Submittal	30 days from receipt of comments on 90% submittal	104
100% Design Submittal	30 days from receipt of comments on 90% submittal	148
2. Bidding	45 days	193
3. Permitting	Signed/sealed plans submitted at preconstruction meeting with Contractor	193
4. Services During Construction	Throughout Construction Contract Duration (approx. 8 months)	433

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for a Time and Expense Not-To-Exceed Fee of $44,560.00 in accordance with our approved billing rates with an estimate of costs by task provided in Table 2 and further detailed in Attachment A.

Table 2
Budget Summary

Description	Total
1. Design Services	$26,960.00
2. Bidding	$2,755.00
3. Permitting	$1,625.00
4. Services During Construction	$13,220.00
TOTAL	**$44,560.00**

VI. ASSUMPTIONS

1. The base files for the design drawings will be provided by the VILLAGE in AutoCAD format. No surveying services are included in this Work Authorization.

2. 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.

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 HOLTZ CONSULTING ENGINEERS, INC ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

HOLTZ CONSULTING ENGINEERS, INC. **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)

Attachment A: Village of Palm Springs Pratt WTP Generator Replacement Budget Summary

Task	Item	Principal	Senior Project Manager	Project Engineer (EI)	Senior Designer	Construction Manager	Administrative Assistant	Subconsultant	Item Cost	Task Cost
	Rate	$190	$170	$105	$110	$135	$70	--		
Task	**Item**	Hours						Fees		
1. Design Services	Prepare Agenda, Attend Kickoff Meeting with Village and Prepare Minutes		2	2					$550.00	$26,960.00
	Site Visits (1 visit @ 2 hours)		2	2					$550.00	
	60% Civil & Mechanical Drawings and Specifications	2	3	6	8		1		$2,470.00	
	60% Electrical Engineering Design		1		2		1	$6,000.00	$6,460.00	
	60% Structural Engineering Design		1	2	2		1	$600.00	$1,270.00	
	60% Cost Estimate		1	2					$380.00	
	90% Civil & Mechanical Drawings and Specifications	2	3	6	6		1		$2,250.00	
	90% Electrical Engineering Design		1		2		1	$5,000.00	$5,460.00	
	90% Structural Engineering Design		1	2	2		1	$600.00	$1,270.00	
	90% Cost Estimate		1	2					$380.00	
	100% Civil and Mechanical Drawings and Specifications	1	2	4	2		1		$1,240.00	
	100% Electrical Engineering Design		1		1		1	$1,500.00	$1,850.00	
	100% Structural Engineering Design		1	2	2		1	$400.00	$1,070.00	
	100% Cost Estimate		0.5	1					$190.00	
	Design Review Meetings with Village (2 meetings @ 2 hours each) and Review Comment Log		2	2					$550.00	
	Monthly Progress Reports		6						$1,020.00	
2. Bidding	Prepare, Attend Pre-Bid Meeting and Minutes		2						$340.00	$2,755.00
	Issue Addenda		1	1				$300.00	$575.00	
	Prepare Final Contract Documents		1	2	1		1	$300.00	$860.00	
	Attend Bid Opening and Prepare Bid Tab		1	1					$275.00	
	Evaluate Bids and Make Recommendation of Award	1	1	1					$465.00	
	Assist with NOA, Contract Execution, and NTP		1				1		$240.00	
3. Permitting	Prepare Signed & Sealed Plans for Building Department, Building Dept. RFIs and Revisions		2	1	1		1	$1,000.00	$1,625.00	$1,625.00
4. Services During Construction	Preconstruction Meeting with Agenda and Minutes		1	2		1			$515.00	$13,220.00
	Review of Contractor Submittals		3	5					$1,035.00	
	Review Contractor Pay Requests (Assume 5)		2	4		1			$895.00	
	Respond to RFIs		2			1			$475.00	
	Review and Prepare Change Orders		1			1			$305.00	
	Monthly Progress Meetings with Agendas and Minutes (Assume 4)		4			4			$1,220.00	
	Electrical Engineering Services During Construction		1			1	1	$4,000.00	$4,375.00	
	Civil/Mechanical Inspections During Construction (Assume 5 inspections at each of the three project sites. 3 hours per each inspection)					15			$2,025.00	
	Specialty Inspections for Louver Installation		2			2			$610.00	
	Substantial Completion Walkthrough Inspection and Punchlist		2			2			$610.00	
	Final Completion Inspection		1			1			$305.00	
	Review of Record Drawings		1			1			$305.00	
	Contract Closeout		2			1	1		$545.00	
		6	59.5	50	29	31	14	Subconsultant $19,700.00 HCE $24,860.00	**Total Engineering Fee**	**$44,560.00**

C & W engineering, Inc.

Electrical Consultants

6903 Vista Parkway North, #10
West Palm Beach, FL 33411
(561) 642-5333

January 19, 2021

Stephen Fowler, P.E.
Holtz Consulting Engineers, Inc.
270 South Central Blvd, suite 207
Jupiter, FL 33458

Subject: Village of Palm Springs RL Pratt WTP Generator Replacement – Electrical Proposal.
C&W Ref. 58108

Dear Stephen:

I am pleased to submit this proposal for the VPS RL Pratt Water Plant generator replacement project outlined above.

Project Understanding:

1. Include design, permitting, and bidding support for the replacement of an indoor 500kW diesel generator along with a new day tank, battery charger and generator support circuits. Proposed new replacement unit is to reuse existing power and control raceways to existing ATS switch and running/alarm status hardwired points from generator control. We anticipate the replacement unit to be of the same rating, Tier 3, 480/277V, 3 phase power.
2. We will provide design of temporary rental unit to be connected to existing ATS switch for the time of demo/removal of existing unit and installation of new replacement generator unit.
3. Design will include reusing the existing 1,000 Gallon Diesel fuel tank and connecting this to the proposed replacement day tank system.
4. HCE will evaluate if existing louvers in generator room are adequately sized and meet latest FBC wind load requirements.
5. Provide assistance during permitting and bidding phase.
6. Design phase is based on 60%, 90% and 100% bid documents to include specifications and opinion of construction costs.
7. Coordination/review meetings with Owner at percent completion levels are

included.

8. Construction phase services are included.

DESIGN SERVICES

Coordination

Holtz Consulting Engineers, Inc.
Owner
Vendors

Field Investigations

Engineering

Anticipated Drawings

1. Overall Electrical Site Plan, showing temporary generator location.
2. Electrical equipment plans of existing generator room, showing demo of existing equipment.
3. An electrical plan of temporary connections to ATS switch and SCADA for status of a rental generator during the demolition and installation of the replacement units.
4. Power riser or electrical oneline showing existing electrical connections and new power and control connections with replacement generator, and miscellaneous electrical details.
5. Control panel Schematics with VFD component
6. SCADA I/O hardwired status and alarm points from generator and ATS.
7. Oneline diagram as required
8. Riser diagrams
9. Typical Electrical Details
10. Typical I&C Details

Typical Electrical and I&C Specifications

Provide documents for Review and Approval at the 60%, 90%, and 100% completion level.

We will two (2) attend review meetings and implement Owner comments into next submittal.

Prepare Opinion of Costs at the 60%, 90%, and 100% completion level.

Permitting Assistance

C&W Ref: 58108

Bid Assistance, Response to Contractor Questions and the like.

11. Construction Services are as follows:

a. Provided shop drawing review and respond to contractor RFIs (limited to 8 hours).
b. Startup observations and two site visits during construction

DESIGN FEE:	**$12,500.00 lump sum**
BIDDING & PERMITTING:	**$ 1,600.00 lump sum**
CONSTRUCTION SERVICES:	**$ 4,000.00 lump sum**

I trust the above scope is in agreement with your needs and expectations. If you have questions or comments regarding the above, please feel free to call.

Very truly yours,

C & W Engineering, Inc.



Michael A. Guida, P. E.

JLR/nl

711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: 321.972.4989

Wekiva Project Number: 21-166

March 24, 2021

Mr. Stephen Fowler, P.E., CGC
Holtz Consulting Engineers, Inc.
270 South Central Blvd., Suite 207
Jupiter, FL 33458

Re: Proposal for Structural Engineering Services
Generator Louver Replacement
Village of Palm Springs, FL

Dear Mr. Fowler:

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Holtz Consulting Engineers, Inc. (HCE) for the above referenced project. It is our understanding that the project will entail the replacement of an existing generator and a louver. The replacement of the louver may require structural support members to provide support to the proposed louver given the wind loading at the particular site.

SCOPE OF SERVICES

Wekiva proposes the following work tasks associated with the design described above:

Task 1: Prepare Design Drawings and Specifications: Wekiva will prepare design drawings for the proposed louver structural support members. Wekiva will coordinate with the proposed louver manufacturer to ensure that proper detailing is provided given the existing building conditions. It is anticipated that one (1) drawing will be necessary to indicate the required details.

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a lump sum fixed fee basis for a total price of **$1,600.**

TERMS AND CONDITIONS

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to HCE and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

John Sobczak, P.E.
Member

CAPITAL IMPROVEMENT PROJECT DETAIL

Task #
PROJECT # 21-UTL-563-02

Project Name: Replace Generator at Pratt Plant
Department: Public Service
Location: Utilities - Pratt WTP
Project Manager: P Ward
Original Plan Date: FY21

DESCRIPTION / JUSTIFICATION:

The generator at the Pratt Water Treatment Facility was installed in 1986. The generator is relied on to keep the Pratt Plant operational during power outages or during severe weather events such as hurricanes. It is essential that the Pratt Plant stay operational at all times to ensure the water supply to our residents. Due to the age and maintenance requirements of the existing thirty three (33) year old generator, a new generator is recommended. At the same time the diesel storage tank, containment building, and automatic transfer switch will be evaluated for repairs or replacement.

INSERT PICTURE

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
Land/Easement Acquisition							-
Architectural Services							-
Engineering & Planning	44,560						44,560
Construction	455,440						455,440
Equipment							-
Improvement (utility, lighting)							-
Other (Specify)							-
TOTAL PROJECT COSTS	**500,000**	**-**	**-**	**-**	**-**	**-**	**500,000**

SOURCES OF FUNDS:	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
Grant Funding (Grant Name)							
General Fund - Public Works (01441)							-
Water & Sewer Enterprise Fund (41336)	500,000						500,000
Stormwater Enterprise Fund (42338)							-
Unfunded							
TOTAL PROJECT REVENUE	**500,000**	**-**	**-**	**-**	**-**	**-**	**500,000**

OPERATIONAL IMPACT

Note: No additional operating costs are expected as a result of this project.

OPERATIONAL IMPACT	FY21	FY22	FY23	FY24	FY25	FY26	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	**-**	**-**	**-**	**-**	**-**	**-**	**-**

FUNDING SOURCES	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
							-
Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Public Service

ITEM 6.7:

Approve Florida Mango Road Utility Relocation Design (Task Order No. 295 – Work Authorization WG-U02) – 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-U02 (Task Order #295) with WGI for professional engineering services (i.e., design, bidding, and construction services) related to the proposed utility relocations along Florida Mango Road, from 10th Avenue North to Edgewater Drive.

Over the past year, Village staff has been coordinating with Palm Beach County on their plans for widening Florida Mango Road, from 10th Avenue North to Edgewater Drive, 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-U02 (Task Order #295) 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:

Work to be Completed	**Contract Amount**
Engineering, Design and Bidding	$ 82,830.00

Construction Services	$ 27,760.00
Total Proposed Costs - Professional Design & Engineering	**$110,590.00**

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.

Note: This project was not budgeted for FY 2021 as it was not anticipated to start in this fiscal year; however, staff believes that approximately $82,830.00 will be spent during the FY 2021 fiscal year for Engineering design. This project is expected to roll-over into the next two fiscal years (FY 2022 / FY2023) and the remaining funding of $550,000.00 for FY 2022 and $1,000,000.00 in FY2023 to complete this project is expected to be requested to be approved by the Village council during the upcoming FY 2022 and FY2023 budget processes.

Staff recommends approval of the proposed Work Authorization WG-U02 (Task Order #295) with WGI in the amount of $110,590.00 for professional engineering design, bidding and construction services related to the Florida Mango Road Utility Relocation Design. If approved, the Village would accept 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 (November/December 2021) following the date the work authorization is issued to WGI. Additionally, construction is estimated to take approximately six (6) months (Sept/Oct 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, Village Project 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 #295) is currently available

within the FY 2021 Budget - Water and Sewer Enterprise Fund:

Available Funding/Revenues:	***Amount***
FY 2021 Budget (proposed transfer) – Water & Sewer Enterprise Fund:	$ 82,830.00
FY 2022 Budget (proposed budget request) - Water & Sewer Enterprise Fund:	$ 550,000.00
FY 2023 Budget (proposed budget request) - Water & Sewer Enterprise Fund:	$1,000,000.00
Total Available Funding/Revenues:	**$1,632,830.00**
Expected Project Costs:	***Amount***
FY 2021 Project Request/Cost - Engineering - Water & Sewer Fund (TO #295)	$ 82,830.00
FY 2022 Project Request/Cost - Engineering - Water & Sewer Fund (TO #295)	$ 50,000.00
FY 2022 Project Request/Cost - Estimated Construction Costs	$ 500,000.00
FY 2023 Project Request/Cost - Estimated Construction Costs	$1,000,000.00
Total Expected/Actual Project Costs:	**$1,632,830.00**

Note: This project was not budgeted for FY 2021 as it was not anticipated to start in this fiscal year; however, staff believes that approximately $82,830.00 will be spent during the FY 2021 fiscal year for Engineering design. This project is expected to roll-over into the next two fiscal years (FY 2022 / FY2023) and the remaining funding of $550,000.00 for FY 2022 and $1,000,000.00 in FY2023 to complete this project is expected to be requested to be approved by the Village council during the upcoming FY 2022 and FY2023 budget processes.
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 #295 - Proposed Florida Mango Road Utility Relocation Project (10th Ave N to Edgewater) - Design & Engineering - WGI
General Engineering Consulting Services Continuing Contract - WGI
FY 2021 CIP Form - Proposed Florida Mango Road (10th Ave N to Edgewater) Utility Relocation Project - Design & Engineering
Public Notice FL Mango Road (Additional Information)
Florida Statutes Chapter 337.401 (Additional Information)

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: 4/1/21 VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – U 02 FOR CONSULTING

SERVICES TASK ORDER (PROJECT) No. 295 G/L CODE: 41400-56395

WANTMAN GROUP, INC. PROJECT NO.: 3527.00

PROJECT TITLE: Florida Mango Road Utility Relocation Design (From 10th Avenue North to Edgewater 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 between 10th Avenue and Edgewater Road within the Village of Palm Springs. The scope of work will include the relocation of approximately 3,600 LF of existing Village of Palm Springs water mains and approximately 1,000 LF of existing Village of Palm Springs 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 $ 41,240.00**

1. Prepare demolition for plan existing utilities to be removed or abandoned;
2. Prepare utility relocation plans and details for approximately 3,600 LF of 10" water main and approximately 1,000 LF of 18" 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 $ 13,680.00**

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 Land Development – Utility Permit;
3. Palm Beach County Health Department – Water Permit;
4. Palm Beach County Health Department – Sewer Permit; and
5. Lake Worth Drainage District – Right of Way Permit.

TASK 3 – STRUCTURAL ENGINEERING SERVICES

TASK 3.1 – Aerial Crossing Structural Design **Lump Sum Fee $ 15,600.00**

1. Coordinate with the roadway engineer on the revised location of the bridge;
2. Design an aerial crossing over the LWDD L-9 Canal at Florida Mango Road to accommodate one 8-inch water main and one 18-inch force main;
3. Design an aerial crossing over the LWDD L-10 Canal at Florida Mango Road to accommodate one 10-inch water main and one 18-inch force main; and
4. 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 $ 17,520.00**

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 $ 10,240.00**

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;
3. Utility Relocation Plans at 60% and 100% level of completion;
4. Engineer's Opinion of probable construction cost;
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

Activity	Time to Complete (Calendar Days
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 $ 110,590.00 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	$ 41,240.00
Task 2.2: Utility Relocation Regulatory Agency Permitting	$ 13,680.00
Task 3.1: Aerial Crossing Structural Design	$ 15,600.00
Task 4.1: Civil Engineering Post Design	$ 17,520.00
Task 4.2: Structural Engineering Post Design	$ 10,240.00
TOTAL	$ 110,590.00

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).

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)

VILLAGE OF PALM SPRINGS
FLORIDA MANGO ROAD UTILITY RELOCATION DESIGN
(From 10th Avenue North to Edgewater Road)
FEE ESTIMATE
EXHIBIT "A"

	Principal Surveyor		Senior Professional Surceyor		Project Manager		2 Person Survey / SUE Crew		3 Person SUE (VC Crew		Senior CADD SUE Technician		Administrative Assistant		Total		Sub-Task Total
	$190		$155		$170		$130		$210		$120		$80				
	hours	*fees*	*hours*	*fees*	*hours*	*fees*	*hours*	*fees*	*hours*	*fees*	*hours*	*fees*	*hours*	*fees*	*hours*	*fees*	
Task 1.1 Vacuum Excavation																	
	1	$190	2	$310	6	$1,020	8	$1,040	35	$7,350	20	$2,400	4	$480	23	$12,310	
Total Base Fees																$12,310	**$12,310**

	Engineering Project Manager		Engineering Professional Engineer		Engineering Staff Engineer		Engineering CADD Technician								Total		Sub-Task Total
	$180		$130		$100		$90										
	hours	*fees*	*hours*	*fees*	*hours*	*fees*	*hours*	*fees*							*hours*	*fees*	
Task 2.1 Utility Relocation Design																	
Prepare demolition plans	8	$1,440	16	$2,080	20	$2,000	40	$3,600							84	$9,120	
Prepare utility relocation plans and details	20	$3,600	40	$5,200	80	$8,000	100	$9,000							240	$25,800	
Prepare cost estimate	4	$720	8	$1,040	8	$800		$0							20	$2,560	
Plan submittal and coordination	2	$360	4	$520	4	$400		$0							10	$1,280	
Attend design coordination meetings (2)	8	$1,440	8	$1,040		$0		$0							16	$2,480	
Total Base Fees	42	$7,560	76	$9,880	112	$11,200	140	$12,600							370	41,240	**$41,240**
Task 2.2 Utility Relocation Regulatory Permitting																	
Village of Palm Springs	4	$720	8	$1,040	8	$800	16	$1,440							36	$4,000	
PBCLD Utility Permit	2	$360	4	$520	8	$800	8	$720							22	$2,400	
Palm Beach County Health Dept.	4	$720	8	$1,040	8	$800	8	$720							28	$3,280	
Lake Worth Drainage District	4	$720	8	$1,040	8	$800	16	$1,440							36	$4,000	
Total Base Fees	14	$2,520	28	$3,640	32	$3,200	48	$4,320							122	$13,680	**$13,680**

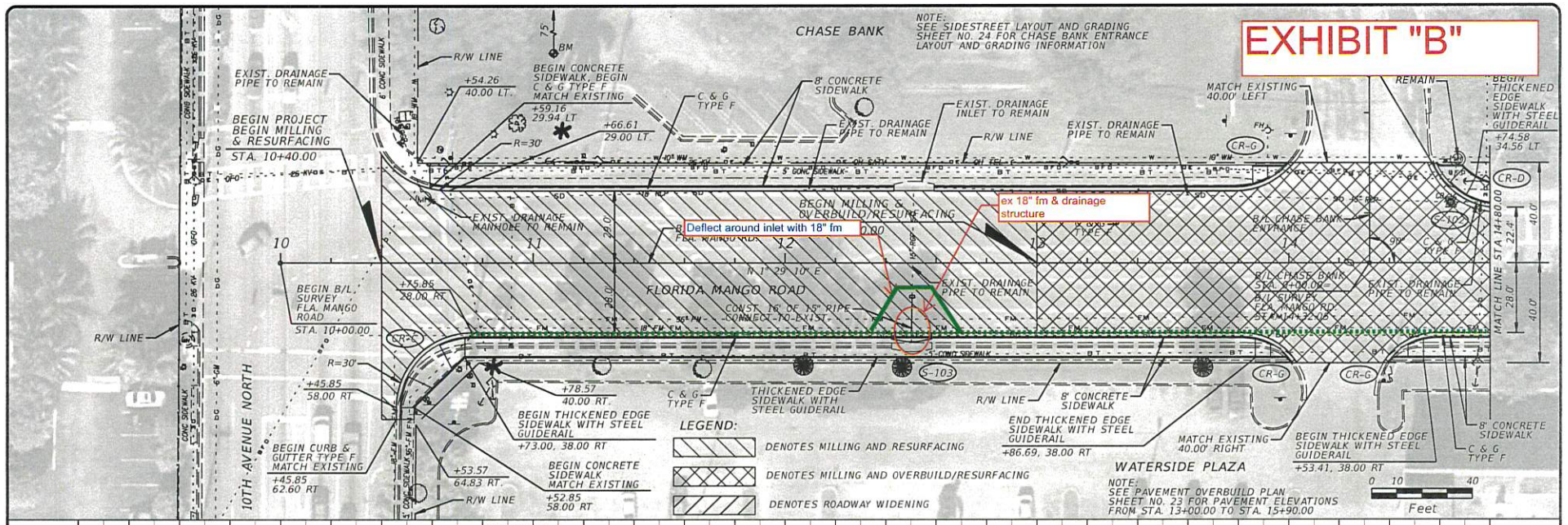
	Engineering Project Manager		Engineering Professional Engineer		Engineering Staff Engineer		Engineering CADD Technician								Total		Sub-Task Total
	$180		$130		$100		$90										
	hours	*fees*	*hours*	*fees*	*hours*	*fees*	*hours*	*fees*							*hours*	*fees*	
Task 3.1 Aerial Crossing Structural Design																	
Pile Design and Details	10	$1,800	18	$2,340		$0	24	$2,160							52	$6,300	
Cap Design and Details	10	$1,800	18	$2,340		$0	24	$2,160							52	$6,300	
Preparation of Cost Estimate	10	$1,800		$0	12	$1,200		$0							22	$3,000	
Total Base Fees	30	$5,400	36	$4,680	12	$1,200	48	$4,320							126	$15,600	**$15,600**

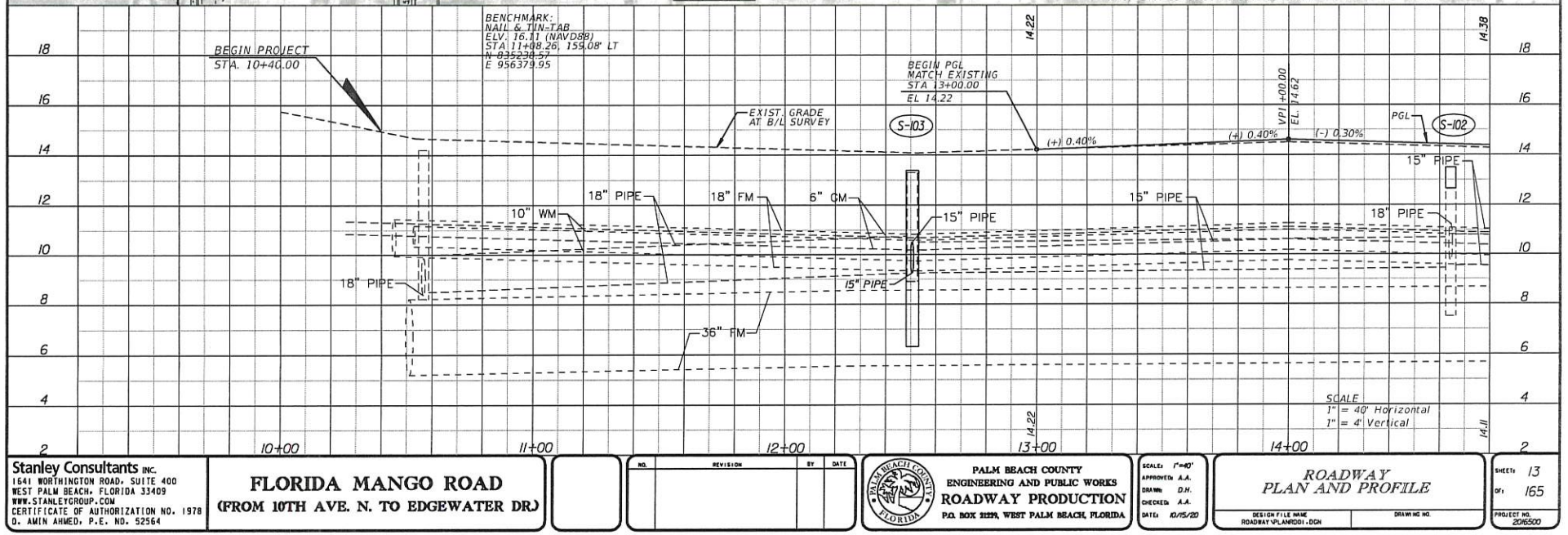
	Engineering Project Manager		Engineering Professional Engineer		Engineering Staff Engineer		Engineering CADD Technician								Total		Sub-Task Total
	$180		$130		$100		$90										
	hours	*fees*	*hours*	*fees*	*hours*	*fees*	*hours*	*fees*							*hours*	*fees*	
Task 4.1 Civil Eng Post Design Services																	
Attend pre-bid meeting	2	$360	2	$260		$0		$0							4	$620	
Respond to pre-bid RFI's	2	$360	8	$1,040		$0		$0							10	$1,400	
Bid review and reccommendation	2	$360	4	$520		$0		$0							6	$880	
Attend pre-const meeting	2	$360	2	$260		$0		$0							4	$620	
Review Shop Drawings	2	$360	8	$1,040		$0		$0							10	$1,400	
Respond to RFI's	4	$720	12	$1,560		$0		$0							16	$2,280	
Perform Site Visits	8	$1,440	20	$2,600	40	$4,000		$0							68	$8,040	
Review and Coordinate Record Drawings	2	$360	8	$1,040		$0		$0							10	$1,400	
Prepare and Submit Certificaitons	2	$360	4	$520		$0		$0							6	$880	
Total Base Fees	26	$4,680	68	$8,840	40	$4,000	0	$0							134	$17,520	**$17,520**

	Engineering Project Manager		Engineering Professional Engineer		Engineering Staff Engineer		Engineering CADD Technician								Total		Sub-Task Total
	$180		$130		$100		$90										
	hours	*fees*	*hours*	*fees*	*hours*	*fees*	*hours*	*fees*							*hours*	*fees*	
Task 4.2 Structural Eng Post Design Services																	
Review Shop Drawings	4	$720	12	$1,560	12	$1,200		$0							28	$3,480	
Respond to RFI's	4	$720	12	$1,560		$0		$0							16	$2,280	
Perform Site Visits	2	$360	12	$1,560		$0		$0							14	$1,920	
Production Pile Analysis	4	$720	8	$1,040	8	$800		$0							20	$2,560	
Total Base Fees	14	$2,520	44	$5,720	12	$1,200	0	$0							58	$10,240	**$10,240**

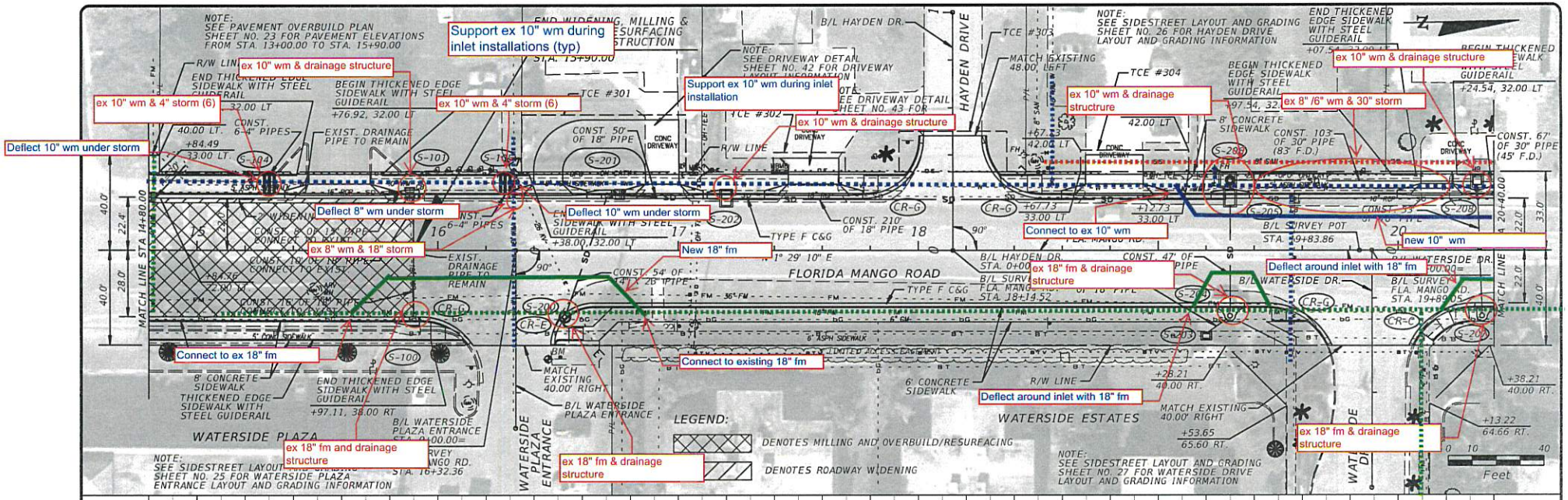
Total Fees	324	#REF!	354	#REF!													**$110,590**

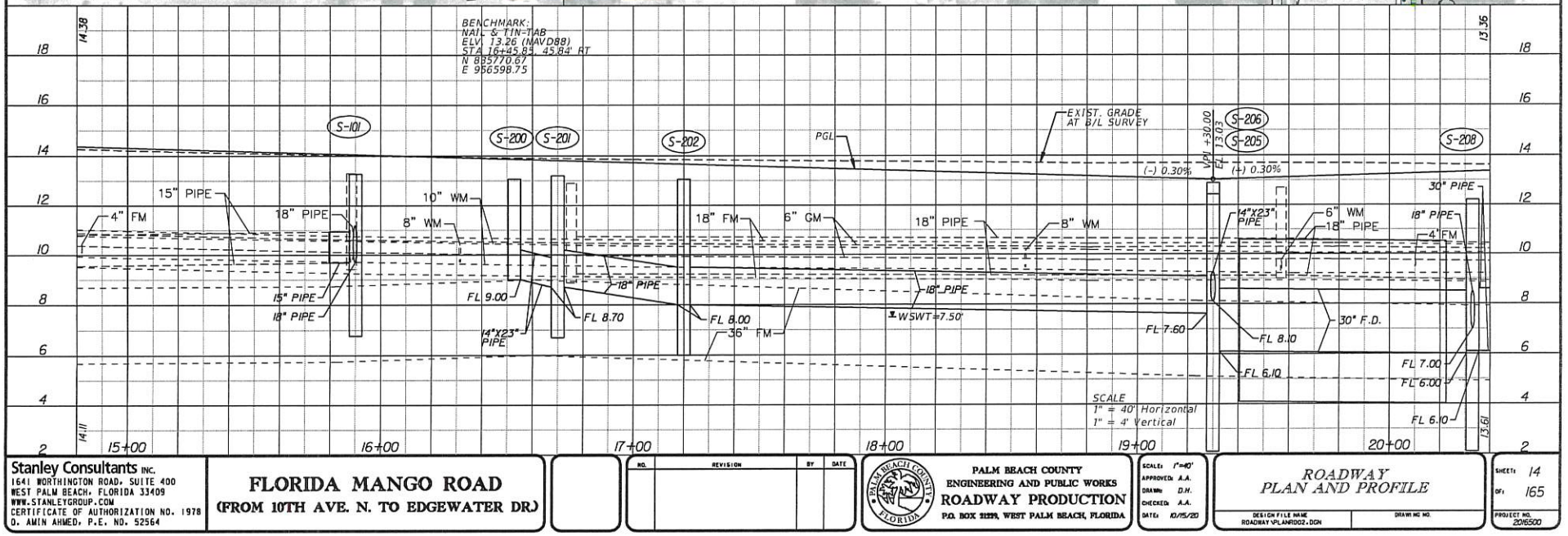
EXHIBIT "B"





Stanley Consultants INC.	FLORIDA MANGO ROAD (FROM 10TH AVE. N. TO EDGEWATER DR.)
1641 WORTHINGTON ROAD, SUITE 400 WEST PALM BEACH, FLORIDA 33409 WWW.STANLEYGROUP.COM CERTIFICATE OF AUTHORIZATION NO. 1978 O. AMIN AHMED, P.E. NO. 52564	NO. / REVISION / BY / DATE
PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION P.O. BOX 21229, WEST PALM BEACH, FLORIDA	SCALE: 1"=40' APPROVED: A.A. DRAWN: D.H. CHECKED: A.A. DATE: 10/15/20
ROADWAY PLAN AND PROFILE	DESIGN FILE NAME: ROADWAY\PLANRD01.DGN DRAWING NO.
	SHEET: 13 OF: 165 PROJECT NO. 2016500





Stanley Consultants INC.
1641 WORTHINGTON ROAD, SUITE 400
WEST PALM BEACH, FLORIDA 33409
WWW.STANLEYGROUP.COM
CERTIFICATE OF AUTHORIZATION NO. 1978
O. AMIN AHMED, P.E. NO. 52564

FLORIDA MANGO ROAD
(FROM 10TH AVE. N. TO EDGEWATER DR.)

NO.	REVISION	BY	DATE

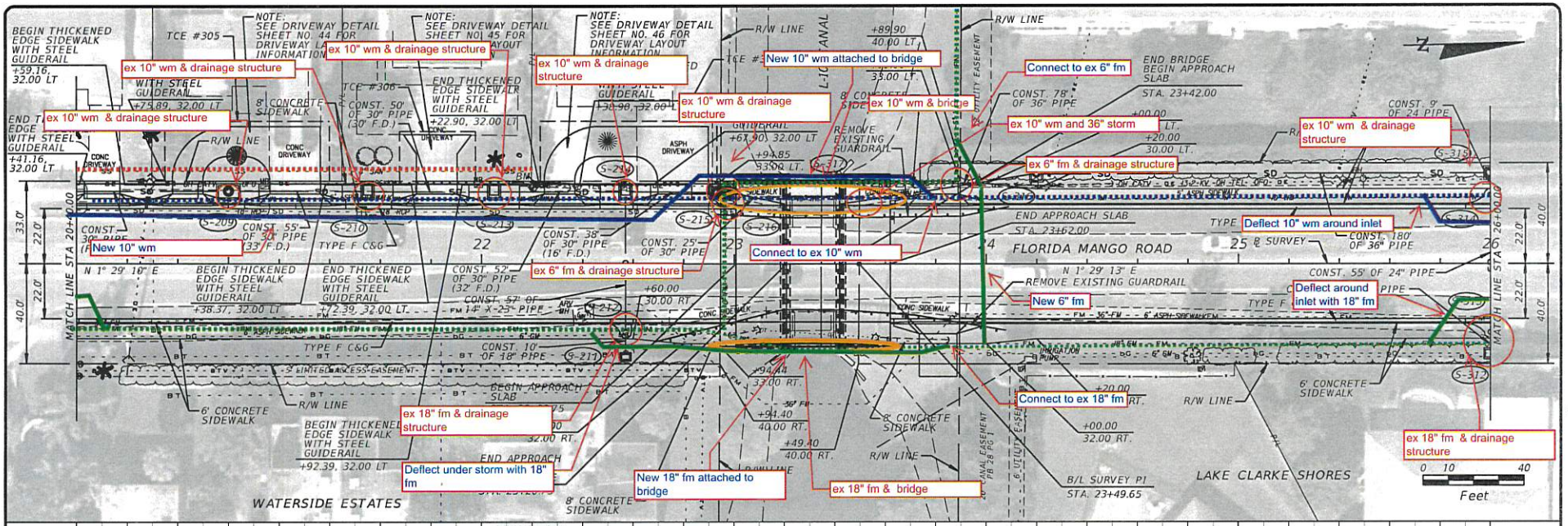
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

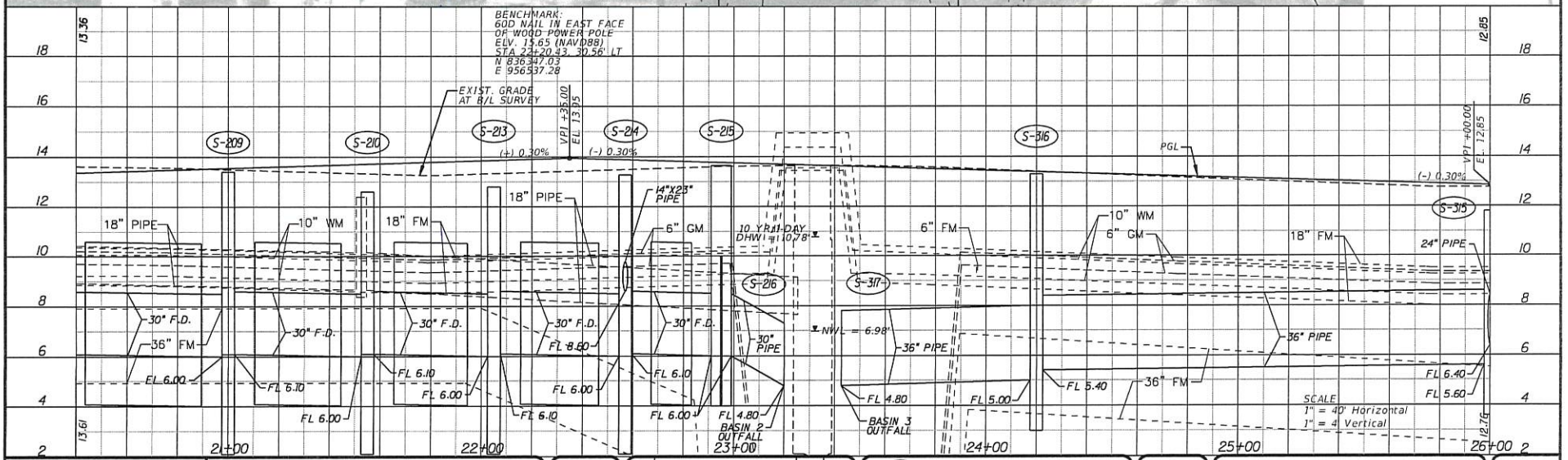
SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 10/15/20

ROADWAY
PLAN AND PROFILE

DESIGN FILE NAME: ROADWAY \PLANR002.DGN
DRAWING NO.

SHEET: 14
OF: 165
PROJECT NO. 2015500





Stanley Consultants INC.
1641 WORTHINGTON ROAD, SUITE 400
WEST PALM BEACH, FLORIDA 33409
WWW.STANLEYGROUP.COM
CERTIFICATE OF AUTHORIZATION NO. 1978
D. AMIN AHMED, P.E. NO. 52564

FLORIDA MANGO ROAD
(FROM 10TH AVE. N. TO EDGEWATER DR.)

NO.	REVISION	BY	DATE

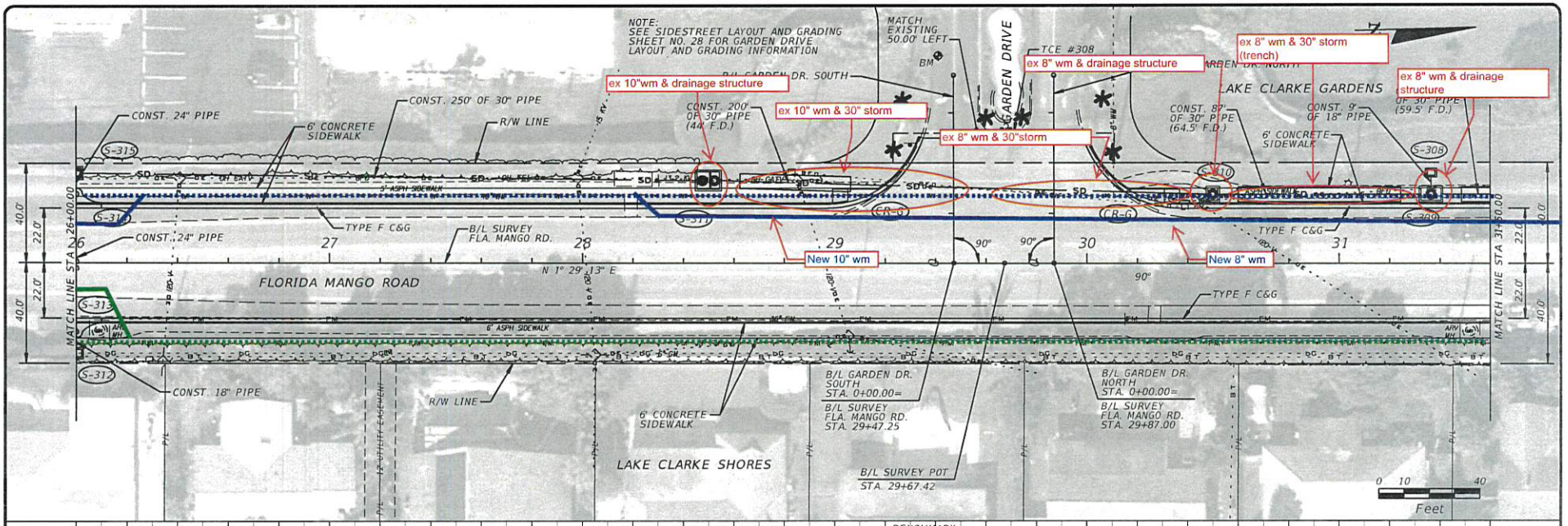
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

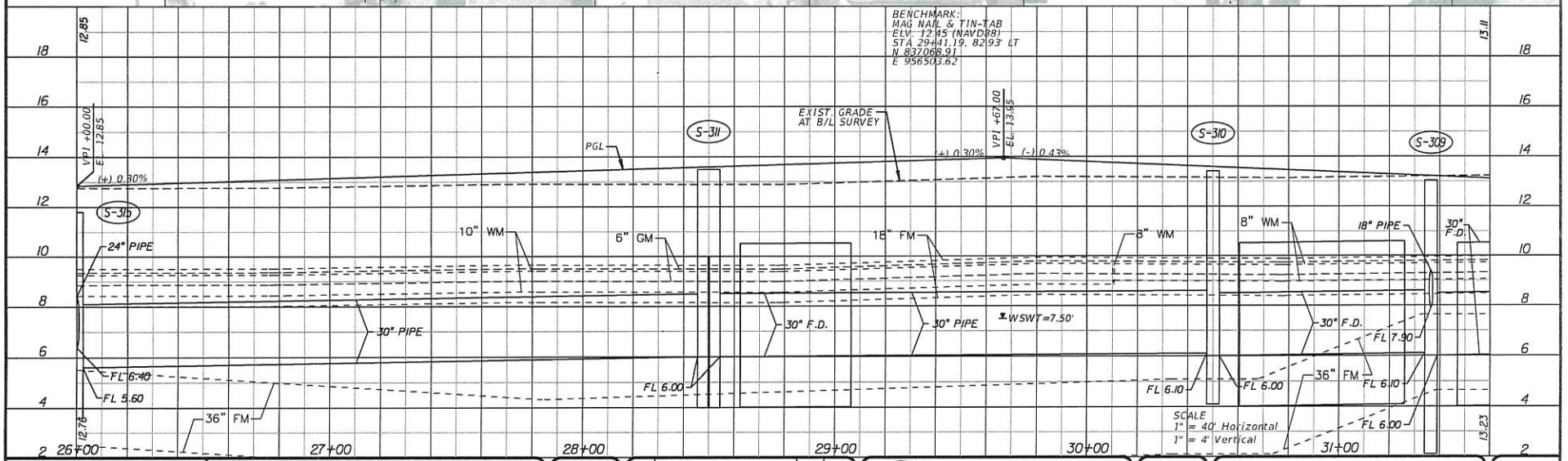
SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 10/15/20

ROADWAY PLAN AND PROFILE

DESIGN FILE NAME: ROADWAY \PLANR003.DGN
DRAWING NO.

SHEET: 15
OF: 165
PROJECT NO. 2016500





Stanley Consultants INC.
1641 WORTHINGTON ROAD, SUITE 400
WEST PALM BEACH, FLORIDA 33409
WWW.STANLEYGROUP.COM
CERTIFICATE OF AUTHORIZATION NO. 1978
Q. AMIN AHMED, P.E. NO. 52564

FLORIDA MANGO ROAD
(FROM 10TH AVE. N. TO EDGEWATER DR.)

NO.	REVISION	BY	DATE

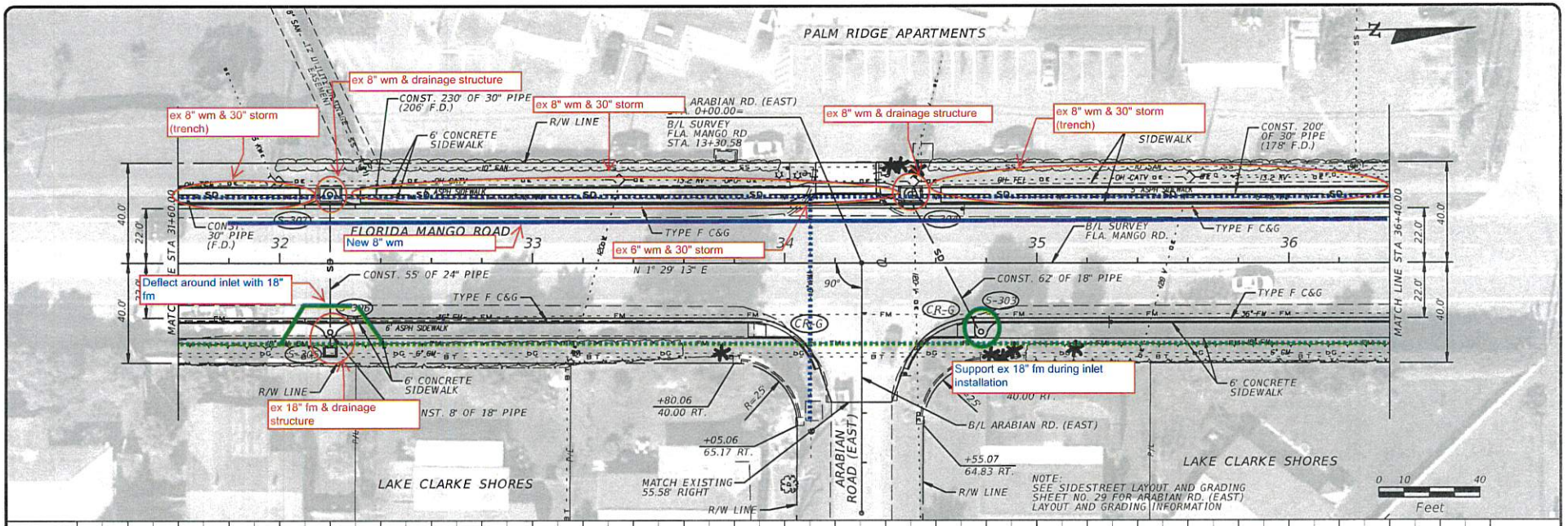
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

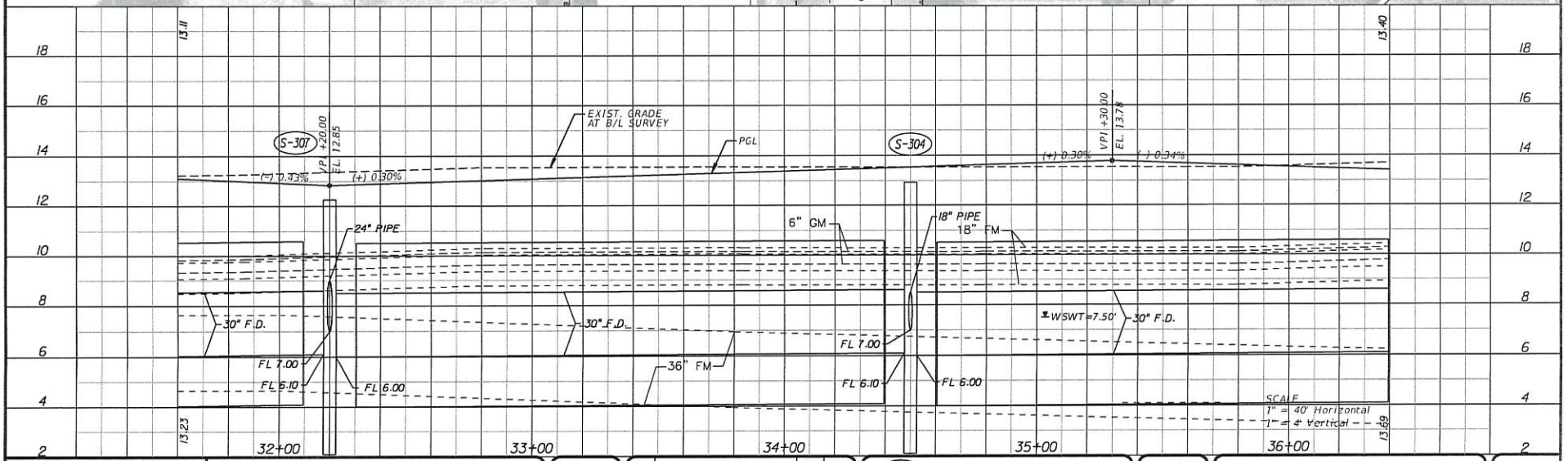
SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 10/15/20

ROADWAY PLAN AND PROFILE

DESIGN FILE NAME: ROADWAY\PLANR004.DGN
DRAWING NO.

SHEET: 16
OF: 165
PROJECT NO. 2016500





Stanley Consultants INC.
1641 WORTHINGTON ROAD, SUITE 400
WEST PALM BEACH, FLORIDA 33409
WWW.STANLEYGROUP.COM
CERTIFICATE OF AUTHORIZATION NO. 1978
O. AMIN AHMED, P.E. NO. 52564

FLORIDA MANGO ROAD
(FROM 10TH AVE. N. TO EDGEWATER DR.)

NO.	REVISION	BY	DATE

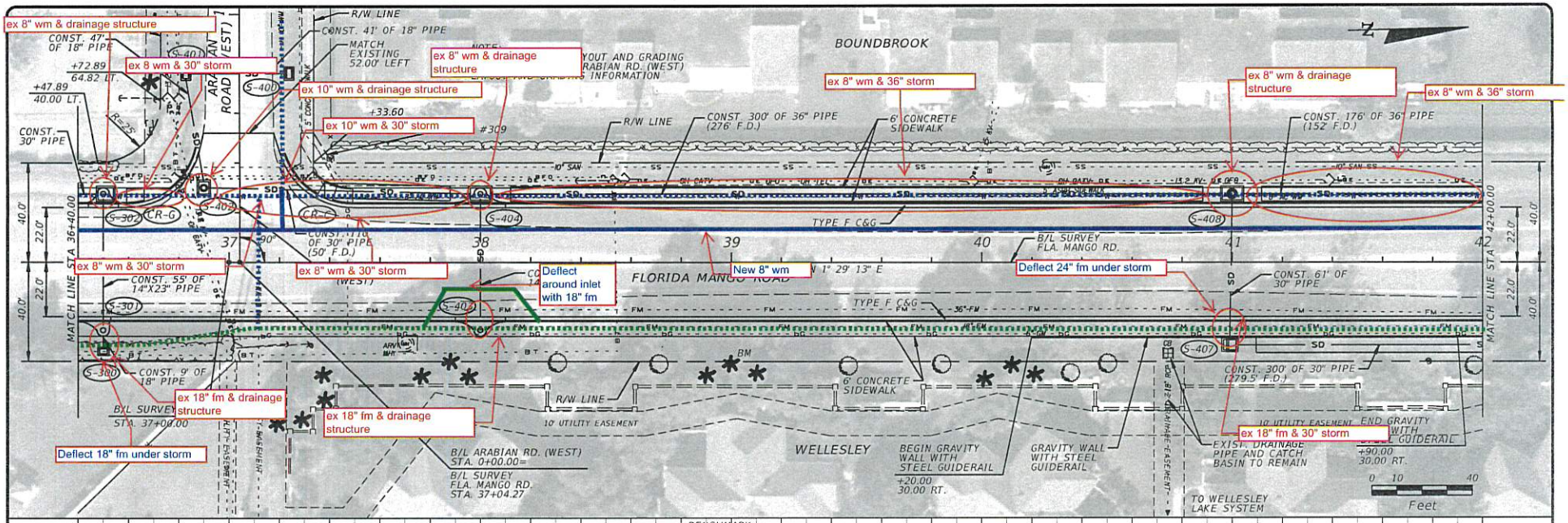
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

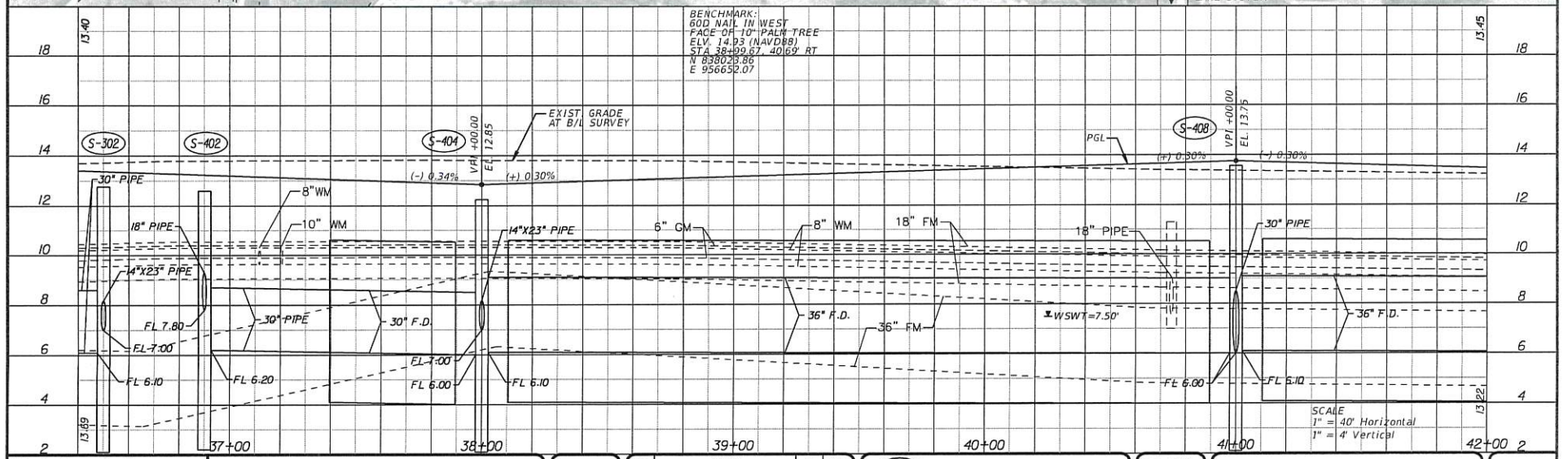
SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 10/15/20

ROADWAY PLAN AND PROFILE

DESIGN FILE NAME: ROADWAY_VPLAN005.DGN
DRAWING NO.

SHEET: 17
OF: 165
PROJECT NO. 2016500





Stanley Consultants INC.
1641 WORTHINGTON ROAD, SUITE 400
WEST PALM BEACH, FLORIDA 33409
WWW.STANLEYGROUP.COM
CERTIFICATE OF AUTHORIZATION NO. 1978
O. AMIN AHMED, P.E. NO. 52564

FLORIDA MANGO ROAD
(FROM 10TH AVE. N. TO EDGEWATER DR.)

NO.	REVISION	BY	DATE

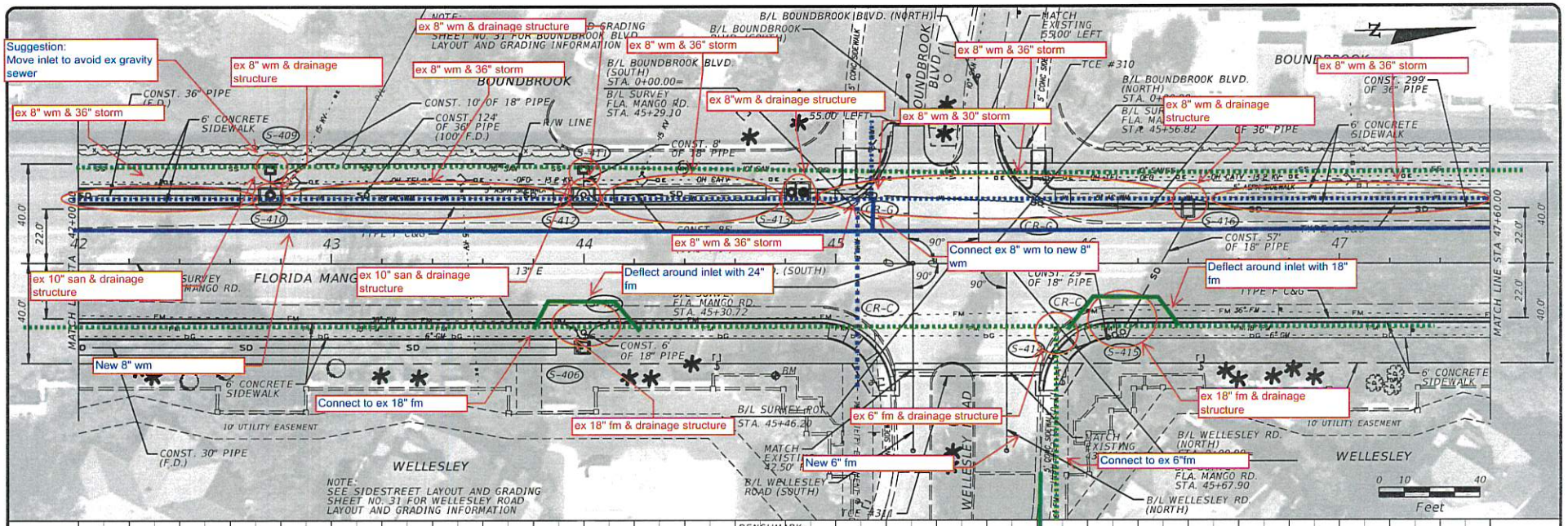
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

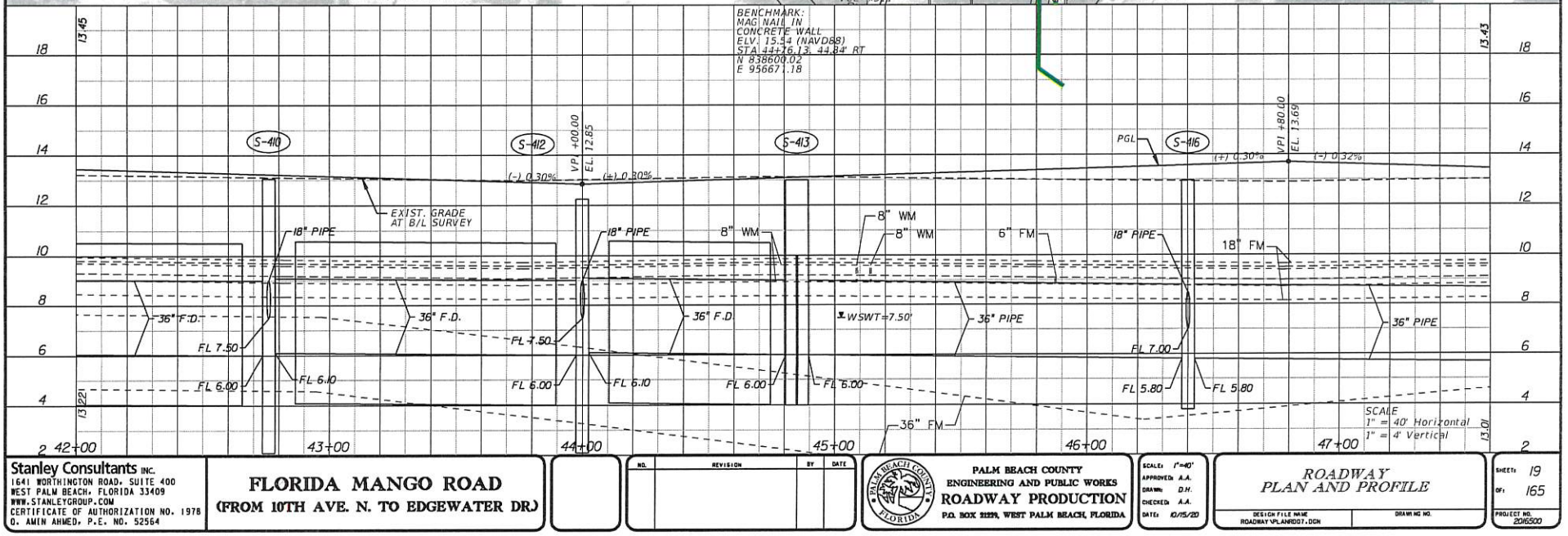
SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 10/15/20

ROADWAY
PLAN AND PROFILE

DESIGN FILE NAME: ROADWAY\PLAN0006.DGN
DRAWING NO.

SHEET: 18
OF: 165
PROJECT NO. 2016500





Stanley Consultants INC.
1641 WORTHINGTON ROAD, SUITE 400
WEST PALM BEACH, FLORIDA 33409
WWW.STANLEYGROUP.COM
CERTIFICATE OF AUTHORIZATION NO. 1978
O. AMIN AHMED, P.E. NO. 52564

FLORIDA MANGO ROAD
(FROM 10TH AVE. N. TO EDGEWATER DR.)

NO.	REVISION	BY	DATE

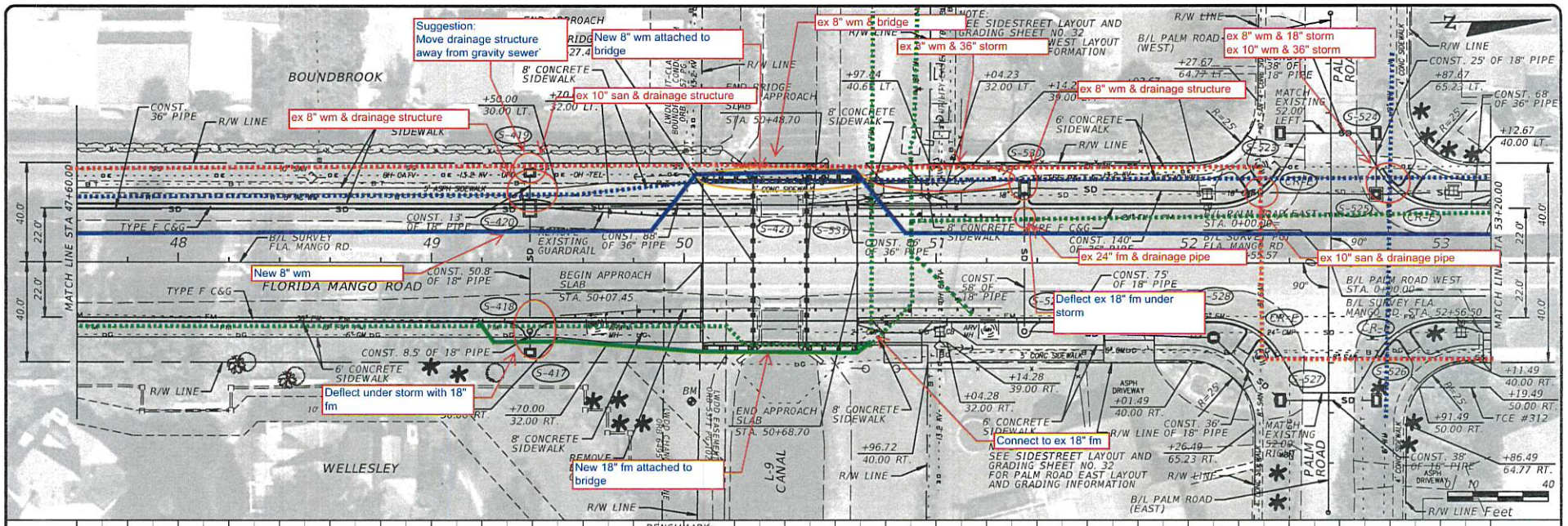
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 10/15/20

ROADWAY PLAN AND PROFILE

DESIGN FILE NAME: ROADWAY\PLANRD07.DGN
DRAWING NO.

SHEET: 19
OF: 165
PROJECT NO. 2016500



Stanley Consultants INC.
1641 WORTHINGTON ROAD, SUITE 400
WEST PALM BEACH, FLORIDA 33409
WWW.STANLEYGROUP.COM
CERTIFICATE OF AUTHORIZATION NO. 1978
O. AMIN AHMED, P.E. NO. 52564

FLORIDA MANGO ROAD
(FROM 10TH AVE. N. TO EDGEWATER DR.)

NO.	REVISION	BY	DATE

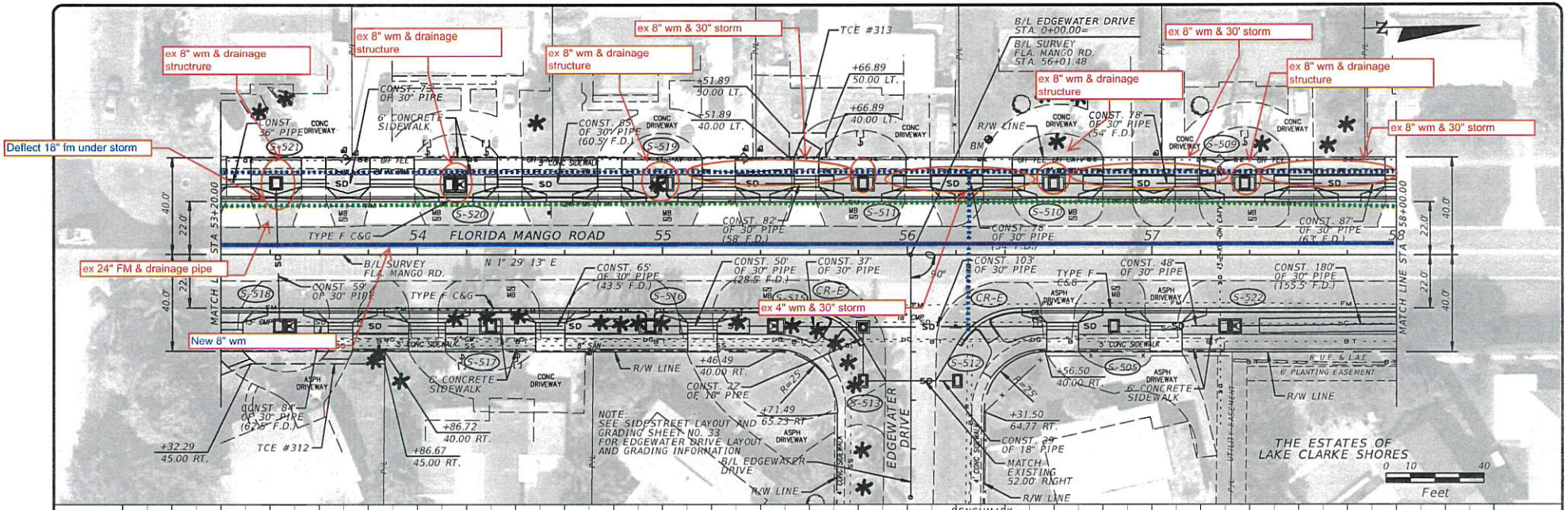
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

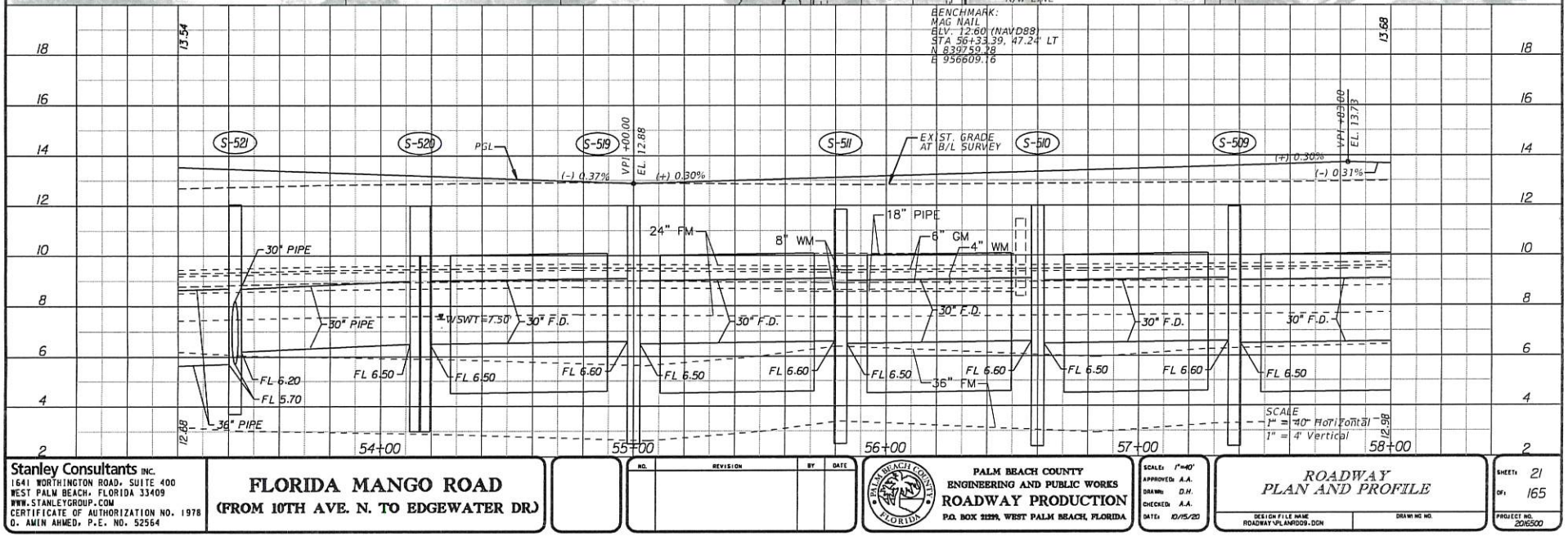
SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 10/15/20

ROADWAY PLAN AND PROFILE

DESIGN FILE NAME: ROADWAY\PLAN\ROD8.DGN
DRAWING NO.

SHEET: 20
OF: 165
PROJECT NO. 2016500





Stanley Consultants INC.
1641 WORTHINGTON ROAD, SUITE 400
WEST PALM BEACH, FLORIDA 33409
WWW.STANLEYGROUP.COM
CERTIFICATE OF AUTHORIZATION NO. 1978
O. AMIN AHMED, P.E. NO. 52564

FLORIDA MANGO ROAD
(FROM 10TH AVE. N. TO EDGEWATER DR.)

NO.	REVISION	BY	DATE

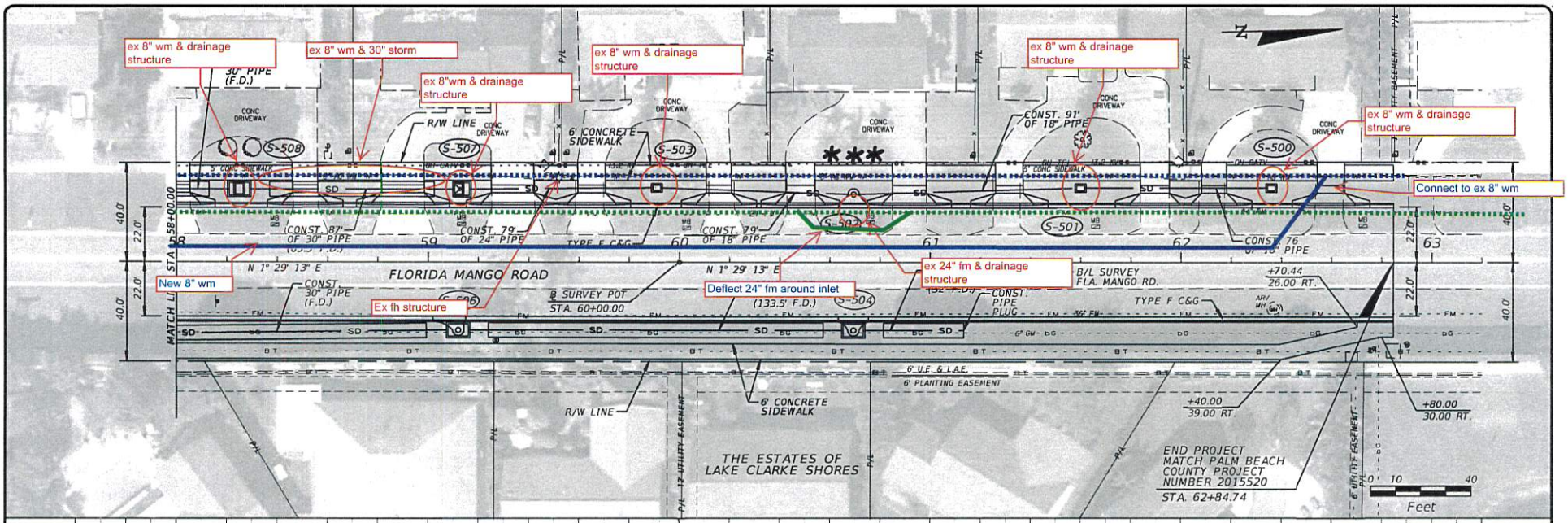
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

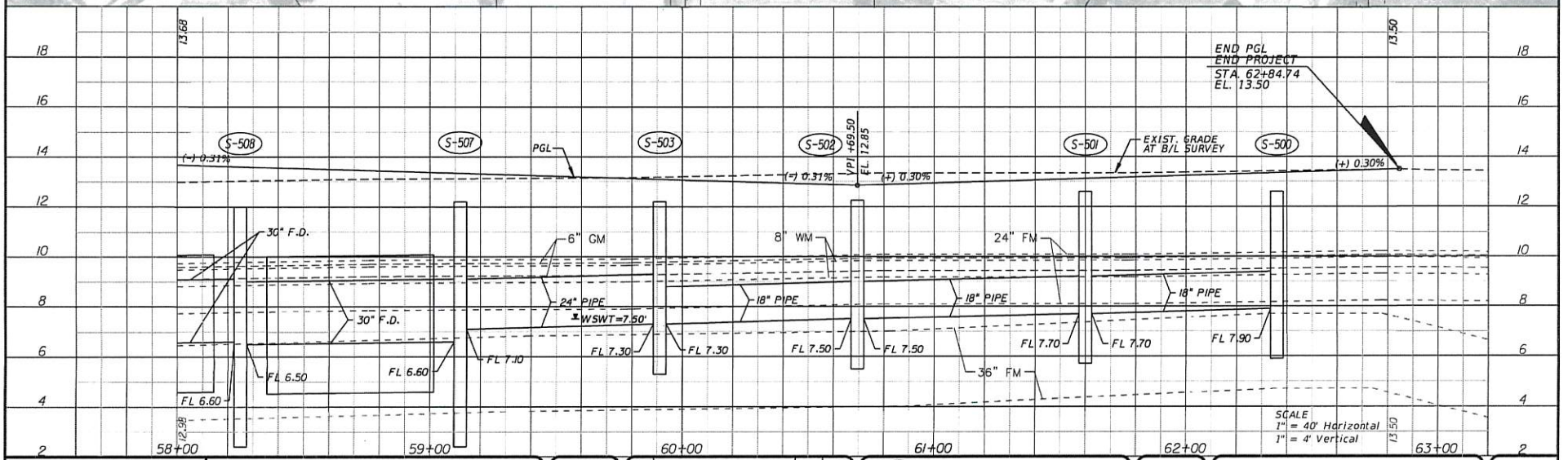
SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 10/15/20

ROADWAY PLAN AND PROFILE

DESIGN FILE NAME: ROADWAY\PLAN0009.DGN
DRAWING NO.

SHEET: 21
OF: 165
PROJECT NO. 2016500





Stanley Consultants INC.
1641 WORTHINGTON ROAD, SUITE 400
WEST PALM BEACH, FLORIDA 33409
WWW.STANLEYGROUP.COM
CERTIFICATE OF AUTHORIZATION NO. 1978
O. AMIN AHMED, P.E. NO. 52564

FLORIDA MANGO ROAD
(FROM 10TH AVE. N. TO EDGEWATER DR.)

NO.	REVISION	BY	DATE

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

SCALE: 1"=40'
APPROVED: A.A.
DRAWN: D.H.
CHECKED: A.A.
DATE: 10/15/20

ROADWAY PLAN AND PROFILE

DESIGN FILE NAME: ROADWAYPLANRIDG.DGN
DRAWING NO.

SHEET: 22
OF: 165
PROJECT NO. 2016500

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 finds 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: VILLAGE OF PALM SPRINGS

Kimberly Glynn
Village Clerk

SEAL
VILLAGE OF PALM SPRINGS
1957
FLORIDA

By: _____
Mayor

Approved as to Form:

_____
Village Attorney

WITNESSES:

_____
_____
(Name Printed or Typed)

_____
_____
(Name Printed or Typed)

WANTMAN GROUP, INC.

By: _____
BRETT OLDFORD, PE
DIRECTOR - CIVIL ENGINEERING

State of Florida
County of Palm Beach

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.

_____
Notary Public

(SEAL)

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

Activity	Time to Complete (Calendar Days)	Cumulative Time to Complete (Calendar Days)
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)

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

WGI™

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	Reaponsible 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 construciton.	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 charette materials including illustrative graphs and charts for the project. Also, pictoral depictions of architectural styles and assistance with slide show presentations if needed for board and review meetings.	PhD in Architecture 7 years experience
Revit/AutoCAD Technician	Creates construction documents using AutoCAD and Revit software.	Preparation of construction documents including addition of specifictions. Assists project manager in coordination with consultants, manufacturers, regulatory agencies and client.	Master of Architecture 4 years experience
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 conceptuals through planning and zoning through design development.	Master of Architecture 37 + years experience
Administrative Support Staff	Assists in administrative duties for documentaion 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.	BSGeomatics, FL Registered PSM / 15+ yrs Exp
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 / 4-10 yrs Exp
Staff Surveyor	Performs basic tasks, assists on other tasks such as: preparation of surveys, plats, easementspermit 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 / 0-4 yrs Exp
2 Man Field Crew/3 Man Field Crew			
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 conflitcs, minimizing impacts to their facilities, and coordinating unresolved conflicts with the proposed proejct 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 servcies necessary to mark the horizontal alignment of the undergound facility as determined from the surface. This may include survey related services or coordiantion 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 Sunhine 811 ticket protocol, provide non-desctructive excavation services necessary to expose, measure and mark the horizontal adn vertical location of the underground facility. This may include survey related services or coordiantion 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 specificationsas 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 knowledgable 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 I whole or in pat and the contractor may be declared ineligible for further Government contracts I 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, 1985, 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.

PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

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.

****

PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

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 (Wantman 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: _____

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

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-Civil 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

PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

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 WGI (Wantman Group Inc) 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 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

PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

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

PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

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 _____ April 1, 2019

Name and Title Signature Date

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY

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: Johnson, Levinson, Ragan, Davila, Inc.

Address: 1450 Centrepark Blvd #350 West Palm Beach FL 33401

By: TIMOTHY FEAGANS, OFFICER — Timothy M. Feagans — 3-29-19

Name and Title | Signature | Date

PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

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: Collective Water Resources, LLC

Address: 8401 Lake Worth Road, Suite 231 Lake Worth, FL 33467

By: Elizabeth Perez March 29, 2019

Name and Title Signature Date

PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

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 Cathy L. King 4/1/2019

Name and Title Signature Date

PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

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: Tierra South Florida, Inc.

Address: 2765 Vista Parkway, H-10, West Palm Beach, FL 33411

By: Raj Krishnasamy / President _____ 4/1/19
Name and Title Signature Date

PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

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
////////////////					////////////	////							
////////////////					////////////	////							
////////////////					////////////	////							
////////////////					////////////	////							
////////////////					////////////	////							
////////////////					////////////	////							
////////////////					////////////	////							
////////////////					////////////	////							
////////////////					////////////	////							
////////////////					////////////	////							

(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 # 295
PROJECT # 21-UTL-563-07

Project Name: Florida Mango Road - 10th Ave N to Edgewater Dr.
Department: Public Service
Location: Utilities
Project Manager: Walt Sanchez
Original Plan Date: FY21
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 3,600 LF of existing 10" watermain and approximately 1,000 LF of 18" forcemain, as well as an aerial crossing.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
Land/Easement Acquisition							-
Architectural Services							-
Engineering & Planning	82,830	50,000					132,830
Construction		1,500,000					1,500,000
Equipment							-
Improvement (utility, lighting)							-
Other (Specify)							-
TOTAL PROJECT COSTS	**82,830**	**1,550,000**	**-**	**-**	**-**	**-**	**1,632,830**

SOURCES OF FUNDS:	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
General Fund - Public Works (01441)							-
One Cent Sales Tax Funding							-
Grant Funding (Grant Name)							
CDBG							-
FRDAP							-
PBC							-
Other (Specify)							-
Water & Sewer Enterprise Fund (41336)	82,830	1,550,000					1,632,830
Stormwater Enterprise Fund (42338)							-
Undetermined							-
TOTAL PROJECT REVENUE	**82,830**	**1,550,000**	**-**	**-**	**-**	**-**	**1,632,830**

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY21	FY22	FY23	FY24	FY25	FY26	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	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Funding Sources	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
							-
							-
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:

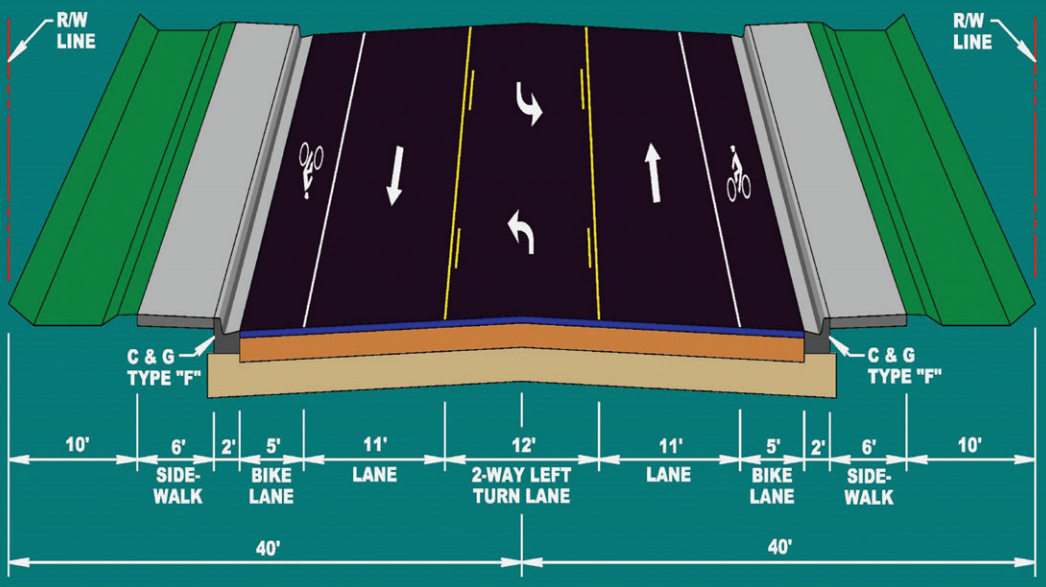
FLORIDA MANGO ROAD

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 tum 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

Online Sunshine

Select Year: 2020 Go

The 2020 Florida Statutes

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.

Copyright © 1995-2021 The Florida Legislature • Privacy Statement • Contact Us

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: June 10, 2021

DEPARTMENT: Public Service

ITEM 6.8: Approve Solar Chloride (Solar Salt) Purchase Agreement - Cooperative Purchasing (Piggyback) - Public Service Department (FY 2021 Budget Funded) - Morton Salt, Inc.

SUMMARY:

The Public Service Department has a need throughout the year to purchase solar chloride (solar salt), which is a critical chemical component in the water treatment process for the Village's MIEX water treatment process and assists in the pre-treatment of water by removing organic contaminants; thus, enabling the Village to provide a higher quality of water to our customers. Currently, the Village utilizes Morton Salt to assist with these types of projects/services and the existing piggyback contract (City of Boca Raton) has expired on May 31, 2021.

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Southeast Florida Governmental Purchasing Cooperative (Co-Op) contract awarded to Morton Salt, Inc. by the City of Boca Raton. This selection by the City of Boca Raton as Lead Agency for the Co-Op was completed through a competitive selection process - Solar Salt (Bulk), Delivery & Supply (Bid No. 2021-024 – May 31, 2021).

The proposed price provided is as follows:

- Solar Salt $137.49/Ton

Note: The proposed piggyback contract was completed as part of the Southeast Florida Government Purchasing Cooperative (Co-Op). The intent is to bring member cities together and combine their purchasing needs/power within the Co-Op to receive the best (lowest) price possible. Approximately fifty-six (56) government entities, including the Village of Palm Springs, participate within the Southeast Florida Governmental Purchasing Cooperative.

If approved, the Village would accept Morton Salt's pricing by piggybacking the City of Boca Raton's (Southeast Florida Co-op) contract including all terms, conditions and pricing therein. The term of the proposed agreement, if approved, would expire on May 31, 2022, and may be renewed for three (3) additional one (1) year periods. 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 piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

The proposed agreement has been prepared by the Village Attorney and reviewed by the Assistant Public Service Director/Engineer, Utilities Superintendent, and the Finance Director.

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

FISCAL IMPACT:

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

Allocated/Estimated Purchase Funding:	***Amount***
FY 2021 Approved Budget - Water & Sewer Enterprise Fund	$700,000.00

Expected Purchase Costs:	***Amount***
FY 2021 Expected Purchase Cost - Water & Sewer Fund	$164,988.00

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 - Morton Salt, Inc.
City of Boca Raton - Executed Contract
City of Boca Raton - Invitation to Bid
City of Boca Raton - Bid Tabulation
City of Boca Raton - Morton Salt Bid Response

AGREEMENT FOR THE DELIVERY OF SOLAR SALT

This Agreement for the Delivery of Solar Salt ("Agreement" hereafter) is made as of the _____ day of _____, 2017, 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 **Morton Salt Inc.**, 444 West Lake St., Chicago IL 60606 a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to provide the VILLAGE with solar salt; and,

WHEREAS, the Southeast Florida Governmental Purchasing Cooperative Group through its competitive selection process awarded the Contract for delivery of solar salt (Bid # 2021-024 ("Co-op Contract" hereafter) to the VENDOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the delivery of solar salt based on the terms and conditions of the Co-op Contract and the pricing contained herein.

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. Co-op Contract. The Co-op 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 all entities using this bid and all associated and applicable Contract/Bid Documents as defined therein. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Co-op Contract.

3. VENDOR's Proposal. In accordance with the terms and conditions in the Co-op Contract and pricing herein, the VENDOR shall deliver solar salt as requested by the VILLAGE. The pricing shall be $_____per ton. 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 Co-op Contract.

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

A. All written modifications and amendments hereto;
B. This Agreement (including all exhibits);

C. Co-op Bid #2021-024 including all amendments and exhibits thereto which shall be referred to as the "Co-op 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 Co-op 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 contract, attached hereto and incorporated herein, approved by the City of Boca Raton, (the lead agency for this bid) which is $_____per ton. VENDOR 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 contract..

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 Co-op 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 Term: The term of this Agreement shall begin on May 31, 2021 and terminate on May 30, 2022. The Agreement may be renewed for three one year periods, upon approval of the Village Manager, provided there has been no change in the terms and pricing.

6.11 Public Records**:** VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the VILLAGE to perform the service.

(b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.

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

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

6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmles and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Southeast

Florida Governmental Purchasing Cooperative Group bid documents and subsequent contract and this Agreement.

12. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, VENDOR certifies that they, their affiliates, suppliers, subcontractors 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.

13. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, VENDOR shall:

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

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

(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 VENDOR may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR: **MORTON SALT, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by_____, as _____ of Morton Salt Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:_____

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 2021-024

Description/Title: Solar Salt (Bulk) Supply & Delivery

Initial Contract Term: Start Date: 5/31/2021 End Date: 5/30/2022

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: 5/31/2022 End Date: 5/30/2023

Renewal No. 2 Start Date: 5/31/2023 End Date: 5/30/2024

Renewal No. 3 Start Date: 5/31/2024 End Date: 5/30/2025

Renewal No. ___ Start Date: _____ End Date: _____

Extension / Renewal Note: Initial one (1) year, automatically renewed thereafter for three, one-year renewal periods. Price adj. considered only when requested min. 90 days prior to renewal date.

SECTION #1 VENDOR AWARD

Vendor Name: Morton Salt, Inc.

Vendor Address: 444 West Lake Street, Suite 3000, Chicago, IL 60606

Contact: Brian Jakosz

Phone: 630.861.2694 Fax: _____

Cell/Pager: _____ Email Address: bjakosz@mortonsalt.com

Website: _____ FEIN: 27-3146174

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: _____ Resolution/Agenda Item No.: _____

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3 LEAD AGENCY

Agency Name: City of Boca Raton

Agency Address: 201 West Palmetto Park Road, Boca Raton, FL 33432

Agency Contact: Neil Phillips Email nphillips@myboca.us

Telephone: 561.393.7876 Fax: _____

City of Boca Raton
Tabulation for: 2021-024 Solar Salt (Bulk) Supply & Delivery
Opening Date: May 3, 2021 @ 3:00 PM
Tabulation is an indication of prices only and not a determination of the responsive, responsible bidders
denotes vendor calculation error

			Morton Salt, Inc.		
ITEM #	ENTITY NAME	ESTIMATED ANNUAL USAGE (E)	Freight Charge Per Location (F)	Unit Price (product only) (P)	Extened Price (F + P x E)
1	City of Boca Raton, WWTP	1,200 tons	$44.48	$93.01	$164,988.00
2	Town of Davie WTP	600 tons	$44.48	$93.01	$82,494.00
3	City of Lantana, WTP	1,200 tons	$44.48	$93.01	$164,988.00
4	City of Margate WTP, WWTP	750 tons	$44.48	$93.01	$103,117.50
5	City of Pembroke Pines	800 tons	$44.48	$93.01	$109,992.00
6	City of Tamarac, WTP	600 tons	$44.48	$93.01	$82,494.00
7	Village of Palm Springs	1,200 tons	$44.48	$93.01	$164,988.00
	Grand Total (Sum of Extended Prices for Lines 1 - 7)				**$873,061.50**
	Specify Mfg. /Name of Product being bid:		**Name of Product**		**Morton Bulk Solar**
	Bulk load Truck Delivery is:				**24** tons

COUNCIL APPROVAL PROCUREMENT RECOMMENDATION
TARGET AGENDA DATE: May 25, 2021

Subject: Solar Salt (Bulk) Supply & Delivery

Bid Number: 2021-024

Department: Utility Services

Procurement Method: Sealed Bid

Bid Opening Date: May 3, 2021
186 Notices Issued
1 No-Bid
1 Response

Award to: Responsive Responsible Bidder, Morton Salt, Inc., Chicago, IL

Contract Period: This is the first year of the contract award period. The City reserves the option to renew annually subject to appropriation of funds not to exceed a maximum of three (3) one year renewals.

Scope: This procurement provides for solar salt used in the wastewater treatment facility for the onsite production of sodium hypochlorite. Sodium hypochlorite is a disinfectant. This bid is for the Southeast Florida Governmental Purchasing Cooperative with the City of Boca Raton acting as the lead agency.

Budget: Purchases are estimated in the amount of $165,000 for each annual term.

Purchases will be made on an as needed basis (Indefinite Quantity) for each annual term, not to exceed the Department's budgeted funds, as approved or amended by the City Council each fiscal year.

Name of Bidder	Price per Ton
Morton Salt, Inc	$137.49

Approvals:

Buyer/Sr. Buyer/Asst. P.M.: Neil Phillips Digitally signed by Neil Phillips Date: 2021.05.11 13:06:20 -04'00'

Purchasing Manager: Lynn Kunkel Digitally signed by Lynn Kunkel Date: 2021.05.11 13:43:27 -04'00'

Financial Services Director: Linda C. Davidson Digitally signed by Linda C. Davidson Date: 2021.05.12 12:58:36 -04'00'

OMB Director: Sharon McGuire Digitally signed by Sharon McGuire Date: 2021.05.12 13:09:27 -04'00'

Deputy City Manager: Michael Woika Digitally signed by Michael Woika Date: 2021.05.12 14:14:42 -04'00'

CITY OF Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

May 26, 2021

Lisa Petramala, Inside Sales Manager
Morton Salt, Inc.
444 West Lake Street
Suite 3000
Chicago, IL 60606

Subject: Notification of Award of Bid No. 2021-024
Solar Salt (Bulk) Supply & Delivery

Dear Lisa Petramala:

You are hereby notified that “Morton Salt, Inc” is awarded the above subject bid.

The initial contract period will be from 5/31/2021 through 5/30/2022 and will automatically renew thereafter for three, one-year renewal periods as per Special Conditions Part V; Item No. 5.01 “Contract Period and Renewal”.

Services from the City of Boca Raton will be placed throughout the contract period on an as needed basis via a purchase order. All terms, conditions, pricing and specifications for the above subject bid shall apply.

Throughout the contract, your firm is required to maintain insurance coverage in accordance with Special Condition Part IV. Valid insurance is currently on file in the City’s Purchasing Division.

If you should have any questions, please do not hesitate to contact me by email at nphillipa@myboca.us.

Sincerely,

Neil Phillips
Buyer

c: 2021-024 file



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

PART I INSTRUCTIONS TO BIDDERS:

1.01 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS: Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1.02 GENERAL INFORMATION: These documents constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at https://www.myboca.us/253/Tabulations-Award-Recommendations.

1.03 BIDDER NOTIFICATION: Notice of the ITB's will be emailed first to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific Commodity Code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be faxed or emailed within a reasonable time frame, for that Bid only. Neither the faxing or emailing of one ITB notice to vendor, or a Bid in return, will register a vendor on the City's registration system. Bidders may register on the City's website by visiting https://www.myboca.us/244/Supplier-Registration

1.04 SUBMISSION, RECEIPT, AND OPENING OF BIDS: No Bid shall be considered unless received **prior** to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.

Bidders are encouraged to submit their Bid document via electronic submission when permitted. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.

For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of Bidder on outside of the package.

Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

1.05 ADDENDUMS: The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. **It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link** at **https://brpurch.ionwave.net/CurrentSourcingEvents.aspx**
or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website.

The City will make every effort to notify registered Bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources. Bidders requesting addendums to be sent via U.S. mail or a mail service will be at Bidders' cost and the risk of misdelivery shall be Bidder's.

1.06 NO BIDS: If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

Part II DEFINITIONS:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, instructions to Bidders, addenda, and any other document used in the bidding process:

AWARD – The written notice from the Purchasing Manager of the acceptance of a Bid or proposal deemed by the proper authority of the City to be in the best interests of the City.
BID – a price and terms quote received in response to an ITB.
BIDDER/SUPPLIER – Person or firm submitting a Bid.
BUSINESS DAYS- Monday through Friday, excluding National Holidays
CALENDAR DAYS – Monday through Sunday, including National Holidays
CONTRACT – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
DAYS – Calendar Day, Monday through Sunday, including National Holidays
INVITATION TO BID (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.
MAY – Denotes the permissive.
RESPONSIBLE BIDDER or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
RESPONSIVE BIDDER – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.
SHALL – Denotes the imperative.
SUCCESSFUL BIDDER - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

PART III BIDDING AND AWARD PROCEDURES:

3.01 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

3.02 AWARD AND REJECTION OF BIDS:

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:
(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.03 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

3.04 MISTAKES: Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.

3.05 TAXES: The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the successful Bidder with an exemption certificate or it may be obtained from the City's website at https://www.myboca.us/239/Supplier-Information-Help. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

3.06 BUSINESS TAX RECEIPT: Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.

3.07 CONTRACTOR LICENSE: The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extend required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.

3.08 WARRANTIES OF USAGE: Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

3.09 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS: Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.

3.10 MINIMUM AND MANDATORY SPECIFICATIONS: The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders and all objections are waived by the Bidder.

3.11 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished **free of expense** to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.

3.12 PUBLIC RECORDS: Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.

3.13 DRUG FREE WORKPLACE PROGRAMS: Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

3.14 LEGAL REQUIREMENTS: Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof.
Lobbyist Registration Forms are available at:
https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f

3.15 PROCUREMENT CODE: A copy of the Procurement Code is available for your review at https://www.myboca.us/239/Supplier-Information-Help.

3.16 PUBLIC ENTITY CRIMES: In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statues, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3.17 CODE OF ETHICS/CONE OF SILENCE: If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
https://www.myboca.us/230/Purchasing-Division

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.

3.18 NON-COLLUSION: Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).

3.19 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

PART IV INSURANCE

4.01 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

4.02 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 METHOD OF ORDERING: Items shall be ordered via an individual purchase order.

5.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.

Deliveries shall be made in accordance with City of Boca Raton security procedures.

5.03 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.

5.04 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES: Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.

5.05 CHANGES / MODIFICATIONS: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the ITB and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or contract.

5.06 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.

Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

(a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, submitted to:
invoices@myboca.us or The City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727

(b) All invoices submitted shall: consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".

(c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Contractor's Business name and address for payment.

5.07 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

5.08 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.

5.09 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded Bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.

5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this contract. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved in writing by the City.

5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, or with such part or parts of the contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

5.14 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.

5.16 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this contract for a minimum of (1) year beyond the last day of the contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this contract for the duration of the contract and for one year following the last day of the contract.

5.17 POST SALE AUDIT ADJUSTMENT: All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the contract.

5.18 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.

5.19 CONTRACTOR REGISTRATION: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.

5.20 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.21 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.

5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE: Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.

5.23 GOVERNING LAW AND VENUE: Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.

5.24 NON-DISCRIMINATION: The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.

5.25 CITY POLICIES: Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the contract.

5.26 ADDITIONAL DISCOUNTS: Should sales promotions occur during the term of the contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.

5.27 PUBLIC RECORDS:

A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:

1) Keep and maintain all public records related to the performance of the services.

2) Upon request from the City's custodian of public records, 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3) 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.

4) Upon completion or other termination of the contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.

5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.

C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such

notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

5.29 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

SPECIAL CONDITIONS

PART I INSTRUCTION TO BIDDERS:

1.01 INSTRUCTIONS TO BIDDERS

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Solar Salt (Bulk) Supply and Delivery, Bid Number 2021-024.

The purpose of this bid is to establish a term contract on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group, for the supply and delivery of Sodium Chloride, Solar Salt to be ordered on an as needed basis.

This Bid package contains all of the information and documents necessary to prepare and submit a responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on May 3, 2021**.

HOW TO RESPOND TO THIS BID

1. Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

   A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at https://brpurch.ionwave.net/Login.aspx. In order to submit the bid electronically: (1) the Bidder must print the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file.

   Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

   Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City's electronic bid system.

   It is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic Bid system.

   B. Delivery of the Bid response as a sealed paper Bid response.
   The City will receive Bids at the following address:

   City of Boca Raton
   City Hall / Attn: Purchasing Division
   201 W. Palmetto Park Road
   Boca Raton, FL 33432

   i. The envelope shall be identified on the outside with the Bidder's name and address, and the notation: "Bid No. 2021-024, Cartridge Filters for Potable Water".

ii. Bidders are instructed to enter building through the front entrance door (North side of City Hall Building) when hand delivering bids.

iii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at that reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.

Please note: The City may have special procedures for COVID-19 that person delivering the Bid will be required to follow (i.e. masks must be worn for entrance to City Hall)

iv. Bidders are responsible for verifying that they have received and viewed all bid pages. Bidders are requested to submit an original and no copy of their bid document for review by the City.

2. **A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected**. As indicated above, the City's electronic bid system will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

   The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page https://www.myboca.us/253/Tabulations-Award-Recommendations

3. A Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such bids and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

Online real-time viewing of sealed Bid openings, in lieu of physical assembly for viewing, will proceed in the same manner as procurement ordinarily performs such openings as detailed in Exhibit A, as attached herein.

1.02 INFORMATION

Any questions by prospective Bidders should be directed to Neil Phillips, Buyer, Purchasing Division, by email at nphillips@myboca.us, who is authorized only to direct inquiries to various portions of the Bid so Bidders may read and interpret such for themselves. No authorization is allowed by any City of Boca or Purchasing Division personnel to interpret, or give information as to Bid requirements in addition to that, which is contained in the written Bid document. Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written addendum after written requests have been received from the Bidder. **In conjunction with General Term and Condition number 3.10, written requests must be received seven (7) business days prior to the Bid closing date.**

Any ambiguities, inconsistencies or questions should be brought to the attention of the City by submitting an email to nphillips@myboca.us with reference to the Bid number and title in the subject line.

PART II DEFINITIONS:

2.01 DEFINITIONS / ACRONYMS

- NIGP: National Institute of Governmental Purchasing
- Co-Op: Southeast Florida Governmental Purchasing Cooperative group
- Lead Agency: City of Boca Raton
- ANSI: American National Standards Institute
- MFG: Manufacturer
- NSF: National Science Foundation
- Entity: Throughout this document, Entity often refers to a participating governmental agency of the Southeast Florida Governmental Purchasing Cooperative Group.

- Public Entity: “Public entity” shall mean one of the following: A local agency, state agency, federal agency, county, municipality, public school/university, port authority, drainage district or water district.

PART III BIDDING AND AWARD PROCEDURES:

3.01 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful Bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order.

3.02 QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm’s qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder’s bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidders Form.

A. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.

B. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the “Signature of Bidder” form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm’s State of Origin of Bidder’s firm.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to ensure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.

3.05 REFERENCES

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.06 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an “Alternate” in accordance with item 3.09 of the “General Terms and Conditions”, no additional terms, conditions or specifications included with Bidder’s bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and specifications in this Bid are the only terms applicable to this Bid and Bidder’s authorized signature attests to this.

3.07 METHOD OF AWARD

Award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for in the City’s Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

The City reserves the right to award this bid to the lowest responsive, responsible Bidder based on the grand total for all items on the bid or make an award to the lowest responsive and responsible Bidder on an Entity by Entity basis, whichever is deemed to be in the best interest of the City, acting as lead agency on behalf of all other participating Entities.

Bidder is required to bid on all items.

3.08 POST AWARD MEETING

Within seven (7) days after receipt of notification of bid award, successful Bidder shall discuss with each agency's City representative the following:

- Ordering procedures
- Scheduling of services (delivery notifications, hours of delivery for each agency)
- Contact lists for each agency.
- Staff assigned to City contract.

Project Manager for each Entity will arrange for the post award meeting.

City of Boca Raton Project Manager: Ed Catalano, Wastewater Plant Supervisor, ecatalano@myboca.us, 561-338-7332.

3.09 TIE BID RESPONSES

Tie bids shall be made in accordance with item 3.13 of the general conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie bid remains, the following shall apply.

A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.

B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

PART IV INSURANCE:

4.01 INSURANCE REQUIRED (Proof of ability to obtain insurance to be submitted with bid document.)

4.02 Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** Each Occurrence, **$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed $25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.03 Worker's Compensation & Employer's Liability

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.04 Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which

may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

4.05 SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.06 SUPPLEMENTAL PROVISIONS

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us.

2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division with a copy to the Boca Raton Department as identified in the Purchase Order/Agreement. Original certificates to be sent attention of City of Boca Raton, Purchasing Division, 201 W. Palmetto Park Road, Boca Raton, FL 33432.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 CONTRACT PERIOD AND RENEWAL

The initial contract period shall be for one (1) year **automatically** renewed thereafter for three, one-year renewal periods subject to termination clause(s) as provided herein. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. **The City requires a firm price for the first year of the initial contract period.** Annual renewals will be based on the same terms, conditions, pricing and specifications herein. For the purpose of re-bidding, the contract may be extended at the City's option for a defined period of time, not to exceed six (6) months. Option for extension will only be exercised upon mutual written agreement and with all terms, conditions and unit prices adhered to with no deviations.

Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the Lead Agency. Vendor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Vendor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bona fide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Vendor's requested price adjustment is subject to City approval and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Vendor.

In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Vendor a reasonable reduction in costs.

5.02 CONTRACT ALTERATIONS

The City may require additional items/services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee.

5.03 METHOD OF ORDERING

The following supersedes General Condition 5.01

Each participating entity shall issue the Contractor individual purchase order(s) and/or blanket purchase order(s) throughout the term of the award. The participating entity will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this bid are applicable. **Only awarded bid items may be purchased on the Purchase Order**. Vendor is to take all necessary steps to insure this requirement. Invoices must reference individual entity purchase order number.

5.04 DELIVERY

All delivery requirements shall be in accordance with Technical Specifications, item 1.05.

5.05 DEFAULT

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of equipment failure or any other reason, the Contractor shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this contract and may cancel the purchase order and any outstanding services with no penalty to the City and obtain from another vendor or from the next lowest responsive, responsible Bidder. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

5.06 QUANTITY

The **estimated** annual requirements for Sodium Chloride, Solar Salt are as noted on Appendix A, the Co-Op Estimated Annual Usage Schedule. All quantities provided are **estimates** of annual usage. The City of Boca Raton and each participating Co-Op entity reserves the right to increase or decrease their total quantities as necessary to meet actual requirements.

5.07 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.03 and 5.06, The City of Boca Raton will pay 100% of the contract price for each order after all items have been delivered/installed and accepted. The using department will make final inspection of the material covered by this bid when it is delivered in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.
- Cancellation of partial or entire order at no cost to the City.

Invoice must reflect purchase order number.

5.08 PROTECTION OF PROPERTY

The successful Bidder shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.09 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be closely monitored by City staff. The awarded Bidder will be evaluated by use of the City of Boca Raton Performance Report. A sample Vendor Performance

Report may be obtained upon request of the Purchasing Division. If the vendor(s) performance fails to meet the standards specified within the bid and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Purchasing Division.

5.10 PARTICIPATION OF CO-OP MEMBERS

All Co-op members participating in this contract shall do so in accordance with stipulations and governing By-Laws as set forth by the NIGP Southeast Florida Governmental Purchasing Cooperative group.

5.11 E-VERIFY

Should Bidder become the Successful Bidder for Bid No. 2021-024, by entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

TECHNICAL SPECIFICATIONS:

1.01 SCOPE

The purpose of this bid is to obtain a Sodium Chloride product, suitable to use in the electrolytic chlorination process for onsite sodium hypochlorite generators as well as softener resin regeneration. This solicitation is a cooperative procurement on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt. The governmental agencies participating in this procurement and their respective delivery locations are indicated on the form identified as Appendix A, "Co-Op Agencies Estimated Annual Usage Schedule".

1.02 PRODUCT SPECIFICATIONS (Bidder to submit product information and descriptive literature as verification that product being bid meets the following specifications)

a) The Sodium Chloride (NaCL) shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials.

b) Product shall be homogenous and in a crystalline granular form.

c) Product shall be white in color.

d) Product shall conform to ANSI and NSF Standard 60 as further detailed in Technical Specifications, item 1.03.

e) The product's composition shall meet or exceed the following specifications (as ppm [mg/kg] weight):

Item	Description	Percentage
1	Dry Basis	96.3-98%
2	Wet Basis	93.3% min.
3	Calcium Sulfate	0.30% max
4	Magnesium chloride	0.06% max
5	Calcium Chloride	0.10 % max
6	Magnesium Sulfate	0.02% max
7	Insolubles:	0.01% max
8	Moisture(as H_2O)	3.0% max
9	Lead	.0007% max
10	Copper	.0003% max
11	Iron(as Fe)	.002% max
12	Total Impurities(soluble and insoluble)	2.0% max

1.03 CERTIFICATIONS/STANDARDS

Product bid shall conform to recognized standards in accordance with American Water Works Association (AWWA) Sodium Chloride B200-93, Section 5, or latest edition.

a) Product Facility Certification: Bidder shall submit as part of bid package, either one of the following product facility certifications for the product bid:

NSF Standard 60 Certification

or

Certification from a third party certification body that is accredited by American National Standards Institute (ANSI) to certify products to National Science Foundation (NSF) Standard 60. These third party certification bodies include NSF International, UL LLC, and Water Quality Association.

Product shall conform to the certification as listed above throughout the contract term.

b) Bidder to submit with the bid package, Material Safety Data Sheets (MSDS), and product specifications/literature for the product bid.

1.04 PRODUCT COMPLIANCE

If product does not meet these requirements at any time during the contract term, the Contractor shall be liable to remove the product from City property and clean the brine-maker tanks at no additional cost to the City. The City reserves the right during the contract period to determine by independent tests if the product supplied meets the aforementioned specifications. If the sample meets the specifications, the City shall pay the cost of the test. If the sample does not meet the specifications, the Contractor shall bear all costs associated with the test.

1.05 DELIVERY REQUIREMENTS

1.05.1 General Guidelines

A. Delivery shall be made within 5 business days after an order is placed. The successful Bidder will be responsible for advising City Staff of backorders or delays at time of order. Deliveries to each location must be made during normal working hours between 8:00 AM and 5:00 PM unless the City has made special arrangements. Carrier shall provide City Contact with at least twenty-four (24) hours advance notice prior to scheduling delivery. Each City Contact is as noted on the attached schedule, Appendix A.

B. Deliveries shall be made only with trucks dedicated solely for the transportation of solar salt in order to prevent contamination and coagulation. Any product received that appears to have been tampered with or contaminated, will be returned to the awarded vendor for replacement, at no additional cost to the City.

C. All bulk shipment shall be accompanied by certified weight tickets. Certificate shall indicate gross, tare, and net weights.

D. All delivery trucks shall be in A-1 Mechanical Condition throughout the term of the contract. All drivers shall be appropriately licensed and trained in proper handling, use and operation of equipment required for delivery of product throughout the term of the contract.

E. Minimum Delivery requirements shall be approximately 25 tons. Bidder shall not impose any further minimum ordering requirements.

1.05.2 Guidelines for City of Boca Raton

A. All bulk chemical deliveries shall be secure from tampering in route to the delivery point utilizing portal sealing devices. Prior to delivery, awarded Bidder is responsible for having an emailed copy of the bill of lading sent to Ed Catalano at the receiving facility (ecatalano@myboca.us.) Bill of lading shall identify the name of the driver (printed) and the serial numbers for all of the seals for all of the tanker's portals. The City of Boca Raton will not accept deliveries after 5:00 PM.

B. Only City of Boca Raton Utility Services staff shall remove seals after inspection of the tanker. Drivers will be required to show a valid driver's license with picture I.D. to be admitted into the Glades Road Utility Complex. Broken portal seals or the absence of portal seals shall be grounds for rejecting the delivery at no expense to the City.

1.05.3 Guidelines for Co-Op Participants

Contact information, including fax numbers (if relevant) and email addresses to be provided at post award meeting with any special delivery requirements.

1.06 QUALITY CONTROL PROGRAM

Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Appendix A

Co-Op Agencies Estimated Annual Usage Schedule

Agency	Contact	Annual Usage	Fittings	Tank
City of Boca Raton Wastewater Plant 1501 Glades Road Boca Raton, FL 33431	Ed Catalano 561-338-7332 ecatalano@myboca.us	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting.	WWTP has two FRP tanks at 59 tons each
Town of Davie Water Plant System V 7351 SW 30th Street Davie, FL 33314	Daryl Cotton 954-327-3760 Daryl_cotton@davie-fl.gov	450 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	60 ton silo
Town of Davie Water Plant System III 3500 NW 76th Ave. Hollywood, FL 33024	Stanley Ebanks 954-327-3775 Stanley_ebanks@davie-fl.gov	150 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	32 ton silo
Town of Lantana Water Treatment Plant 510 W. Pine Street Lantana, FL 33462	Jerry Darr or Miguel Perez 561-540-5760 waterplant@lantana.org	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has 34 ton tank
City of Margate Water Treatment Plant 980 NW 66th Ave Margate, FL 33063	Richard M. Uber 954-999-7298 or 954-972-0828 ruber@margatefl.com	500 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has one tank @ 60 tons manufactured by Brine Maker.
City of Margate Wastewater Treatment Plant 6630 NW 9th St Margate, FL 33063	Wendell Wheeler 954-972-0828 x228 wwheeler@margatefl.com	250 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WWTP has one tank @ 60 tons capacity manufactured by Brine Maker.
City of Pembroke Pines 7960 Johnson Street Pembroke Pines, FL 33024	Michael Cepeda 754-260-4505 michael.cepeda@jacobs.com	800 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	8650 gallon tank

Continued on next page…

Appendix A
Continued…

Co-Op Agencies Estimated Annual Usage Schedule

Agency	Contact	Annual Usage	Fittings	Tank
City of Tamarac Water Treatment Plant 7803 NW 61st Street Tamarac, FL 33321	Jason Bentley or Nishaad Preetam 954-597-3787, 954-597-3776 Jason.Bentley@tamarac.org, Nishaad.Preetam@tamarac.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has a 47 ton silo manufactured by Plas-Tanks Industries, Inc
Village of Palm Springs Site 1 360 Davis Rd Palm Springs, FL 33461	Paul Ward 561-601-5780 pward@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	50 ton tank
Village of Palm Springs Site 2 5618 Basil Dr. West Palm Beach, FL 33415	Paul Ward 561-601-5780 pward@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	50 ton tank

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

BID NO. 2021-024

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

***Name of Bidder**: _____
(Firm Name as Registered with their State of origin)

Federal I.D. No.: _____

Above Bidder is: (___) Corporation (___) Limited Liability Corporation

(___) Sole Proprietorship (___) Partnership/Joint Venture

Business Address:

Street Address : _____
(P.O. Box Address is not permitted)

City, State, Zip: _____

Mailing Address: (___) check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: _____

Business Fax No.: _____

Authorized Signer:

Name of Authorized Signer: _____

Title of Authorized Signer: _____
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: _____

Authorized Written Signature: _____

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 _____ as identification).

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME: _____

Commission Number: _____ My Commission Expires: _____

BID FORM

The City reserves the right to award this bid to the lowest responsive, responsible Bidder on a grand total or on an entity by entity basis as further detailed in item 3.07 of the Special Conditions. Prices quoted shall be firm and fixed for the initial contract period; product shall be in accordance with specifications noted herein.

ITEM #	ENTITY NAME	ESTIMATED ANNUAL USAGE (E)	Freight Charge Per Location (F)	Unit Price (product only) (P)	Extended Price *(F + P x E)*
1	City of Boca Raton, WWTP	1,200 tons	$_____ / Per Ton	$_____ / Per Ton	$_____
2	Town of Davie WTP	600 tons	$_____ / Per Ton	$_____ / Per Ton	$_____
3	City of Lantana, WTP	1200 tons	$_____ / Per Ton	$_____ / Per Ton	$_____
4	City of Margate WTP, WWTP	750 tons	$_____ / Per Ton	$_____ / Per Ton	$_____
5	City of Pembroke Pines	800 tons	$_____ / Per Ton	$_____ / Per Ton	$_____
6	City of Tamarac, WTP	600 tons	$_____ / Per Ton	$_____ / Per Ton	$_____
7	Village of Palm Springs	1200 tons	$_____ / Per Ton	$_____ / Per Ton	$_____

Grand Total (Sum of Extended Prices for Lines 1 - 7)	$_____

Specify Mfg. /Name of Product being bid: _____ Bulk load Truck Delivery is: _____ tons

Name of Bidder: _____

BIDDERS CHECKLIST

All bids should be submitted on the City provided Bid Package forms. All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms listed as follows. Failure to submit the required documents may result in your bid being considered non- responsive and thereby rejected.

1. Qualification of Bidder's information included? Yes _____ No _____
2. Questionnaire of Bidder's information included? Yes _____ No _____
3. Copy of Bidder's valid Business Tax Receipt submitted? Yes _____ No _____
4. Bidder including proof of NSF 60 Certification or 3rd party as per Technical Specification item 1.03? Yes _____ No _____
5. MSDS Sheets for product submitted as per Technical Specification item 1.03? Yes _____ No _____
6. Product Information and Descriptive Literature submitted clearly detailing items bid meet specifications herein (Section 1.02 of Technical Specifications) ? Yes _____ No _____
7. Appropriate bid pages signed? Yes _____ No _____
8. Bidder's certification form signed, notarized and submitted? Yes _____ No _____
9. Bid submitted per Instructions to Bidders, Special Conditions item 1.01? Yes _____ No _____
10. Addendum (if any issued) submitted? Yes _____ No _____
11. Proof that firm name is registered with their State of origin? Yes _____ No _____
12. Proof of ability to obtain insurance submitted? Yes _____ No _____
13. Drug Free Workplace Form submitted? Yes _____ No _____
14. Name of individual submitting Bid: _____

    Email address: _____ Ph: _____
15. Contact person for Insurance Certificate: _____

    Phone: _____ Email: _____

Name of Bidder: _____

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the product specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

1. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.

REFERENCE #1

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name:_____ Title: _____
Phone: _____: Fax: _____Email: _____
Date of Service or Contract Period: _____
Mfg. and Name of Product Supplied_____ _____ _____ Estimated Annual Quantity Supplied: _____

REFERENCE #2

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Contact Name:_____ Title: _____
Phone: _____: Fax: _____Email: _____
Date of Service or Contract Period: _____
Mfg. and Name of Product Supplied: _____ _____ _____ Estimated Annual Quantity Supplied: _____

Continued on next page…

Name of Bidder: _____

QUALIFICATION OF BIDDERS INFORMATION

Continued.

REFERENCE #3

Public Entity Name: _____
Address:_____
City, State, Zip: _____
Contact Name:_____ Title: _____
Phone: _____: Fax: _____Email: _____
Date of Service or Contract Period: _____
Mfg. and Name of Product Supplied: _____ _____ _____ Estimated Annual Quantity Supplied: _____

2. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

   Bidder to indicate number of years their firm has been in business._____

   Proof submitted as attachment: Yes ____ No _____

Name of Bidder: _____

Questionnaire

1. Description of the physical plant and facilities to adequately supply the City.

_____

_____

2. Details of shipping method to be used _____

3. Listing of office hours and Office personnel during these hours for coordination of service.

Office Hours:_____

A. Contact Information for order placement/delivery inquiries:

Name (s) _____

Phone / Email address: _____

B. Contact Information for billing questions:

Name (s) _____

Phone / Email address: _____

C. Contact Information for Insurance questions:

Name (s) _____

Phone / Email address: _____

4. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or ☐ submit as an attachment.

_____

_____

Quality Control program is in place at _____plant location.

Provide the name and contact phone number of the person who is responsible for the Quality Control/Assurance program:

_____ Ph: _____

5. Awarded Vendor shall submit Summary of Sales report to Lead Agency of shipments to individual entities in accordance with NIGP SE Chapter as detailed in applicable Co-Op Cover Sheet.

Contact Person who will submit Co-op Usage reports to Lead Agency:_____

Email:_____ Telephone Number: _____

Name of Bidder: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 firm complies fully with the above requirements.

_____
Signature of Bidder

_____
Date

STATEMENT OF NO BID

(No Bid may be submitted electronically within the electronic bidding system.)

If you are not bidding on this service/commodity, please complete and return this form to: City of Boca Raton Purchasing Department, 201, W. Palmetto Park Road, Boca Raton, Florida 33432.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to bid on _____
service/commodity

because of the following reasons:

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Other (specify below)

REMARKS:_____

_____

_____

_____

_____

City of Boca Raton
Tabulation for: 2021-024 Solar Salt (Bulk) Supply & Delivery
Opening Date: May 3, 2021 @ 3:00 PM
Tabulation is an indication of prices only and not a determination of the responsive, responsible bidders
denotes vendor calculation error

			Morton Salt, Inc.		
ITEM #	ENTITY NAME	ESTIMATED ANNUAL USAGE (E)	Freight Charge Per Location (F)	Unit Price (product only) (P)	Extened Price (F + P x E)
1	City of Boca Raton, WWTP	1,200 tons	$44.48	$93.01	$164,988.00
2	Town of Davie WTP	600 tons	$44.48	$93.01	$82,494.00
3	City of Lantana, WTP	1,200 tons	$44.48	$93.01	$164,988.00
4	City of Margate WTP, WWTP	750 tons	$44.48	$93.01	$103,117.50
5	City of Pembroke Pines	800 tons	$44.48	$93.01	$109,992.00
6	City of Tamarac, WTP	600 tons	$44.48	$93.01	$82,494.00
7	Village of Palm Springs	1,200 tons	$44.48	$93.01	$164,988.00
	Grand Total (Sum of Extended Prices for Lines 1 - 7)				**$873,061.50**
	Specify Mfg. /Name of Product being bid:		**Name of Product**		**Morton Bulk Solar**
	Bulk load Truck Delivery is:				**24** tons

BID NO. 2021-024

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

***Name of Bidder**: Morton Salt, Inc.
(Firm Name as Registered with their State of origin)

Federal I.D. No.: 27-3146174

Above Bidder is: (X) Corporation (___) Limited Liability Corporation

(___) Sole Proprietorship (___) Partnership/Joint Venture

Business Address:

Street Address : 444 West Lake Street, Suite 3000
(P.O. Box Address is not permitted)

City, State, Zip: Chicago, IL 60606

Mailing Address: (X) check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: 844-410-0513

Business Fax No.: 312-896-9208

Authorized Signer:

Name of Authorized Signer: Guy Bigler

Title of Authorized Signer: Director of General Manufacturing
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: gbigler@mortonsalt.com

Authorized Written Signature:

STATE OF: Illinois COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of ___ physical presence or X online notarization this 30th day of April, 2021, by Guy Bigler, who is personally known to me (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: Meredith Kerr

OFFICIAL SEAL
MEREDITH KERR
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/09/22

NOTARY NAME: Meredith Kerr

Commission Number: 885209 My Commission Expires: 11/9/2022

BID FORM

The City reserves the right to award this bid to the lowest responsive, responsible Bidder on a grand total or on an entity by entity basis as further detailed in item 3.07 of the Special Conditions. Prices quoted shall be firm and fixed for the initial contract period; product shall be in accordance with specifications noted herein.

ITEM #	ENTITY NAME	ESTIMATED ANNUAL USAGE (E)	Freight Charge Per Location (F)	Unit Price (product only) (P)	Extended Price *(F + P x E)*
1	City of Boca Raton, WWTP	1,200 tons	$ 44.48 / Per Ton	$ 93.01 / Per Ton	$ 164,988.00
2	Town of Davie WTP	600 tons	$ 44.48 / Per Ton	$ 93.01 / Per Ton	$ 82,494.00
3	City of Lantana, WTP	1200 tons	$ 44.48 / Per Ton 44.48	$ 93.01 / Per Ton	$ 164,988.00
4	City of Margate WTP, WWTP	750 tons	$ 44.48 / Per Ton	$ 93.01 / Per Ton	$ 103,117.50
5	City of Pembroke Pines	800 tons	$ 44.48 / Per Ton	$ 93.01 / Per Ton	$ 109,992.00
6	City of Tamarac, WTP	600 tons	$ 44.48 / Per Ton	$ 93.01 / Per Ton	$ 82,494.00
7	Village of Palm Springs	1200 tons	$ 44.48 / Per Ton	$ 93.01 / Per Ton	$ 164,988.00

Grand Total (Sum of Extended Prices for Lines 1 - 7)	$ 873,061.50

Specify Mfg. /Name of Product being bid: Morton Bulk Solar **Bulk load Truck Delivery is:** 24 **tons**
Industrial Crude Salt

Name of Bidder: Morton Salt, Inc.

BIDDERS CHECKLIST

All bids should be submitted on the City provided Bid Package forms. All blanks on the proposed forms must be completed. Bidder is to return a complete set of all bid package forms listed as follows. Failure to submit the required documents may result in your bid being considered non- responsive and thereby rejected.

1. Qualification of Bidder's information included? Yes X No _____
2. Questionnaire of Bidder's information included? Yes X No _____
3. Copy of Bidder's valid Business Tax Receipt submitted? Yes X No _____
4. Bidder including proof of NSF 60 Certification or 3rd party as per Technical Specification item 1.03? Yes X No _____
5. MSDS Sheets for product submitted as per Technical Specification item 1.03? Yes X No _____
6. Product Information and Descriptive Literature submitted clearly detailing items bid meet specifications herein (Section 1.02 of Technical Specifications) ? Yes X No _____
7. Appropriate bid pages signed? Yes X No _____
8. Bidder's certification form signed, notarized and submitted? Yes X No _____
9. Bid submitted per Instructions to Bidders, Special Conditions item 1.01? Yes X No _____
10. Addendum (if any issued) submitted? Yes X No _____
11. Proof that firm name is registered with their State of origin? Yes X No _____
12. Proof of ability to obtain insurance submitted? Yes X No _____
13. Drug Free Workplace Form submitted? Yes X No _____
14. Name of individual submitting Bid: Lisa Petramala, Inside Sales Manager

    Email address: lpetramala@mortonsalt.com Ph: 312-807-2887
15. Contact person for Insurance Certificate: Marcia Paulsen

    Phone: 312-807-2571 Email: mpaulsen@mortonsalt.com

Name of Bidder: Morton Salt, Inc.

QUALIFICATION OF BIDDERS INFORMATION

This bid shall be awarded only to a responsive and responsible Bidder, qualified to provide the product specified and meets or exceeds the qualification requirements listed below. The Bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications.

1. Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 3/1/2017 through 3/1/2021.

REFERENCE #1

Public Entity Name: City of St. Cloud

Address: 3201 Kissimmee Park Road

City, State, Zip: St. Cloud, FL 34772

Contact Name: Leslie Flores Title: Purchasing

Phone: (407) 957-7318 Fax: _____ Email: lflores@stcloud.org

Date of Service or Contract Period: 2/1/2021-12/32/2021

Mfg. and Name of Product Supplied: Bulk Solar Industrial Crude Salt

Estimated Annual Quantity Supplied: 1,750 tons

REFERENCE #2

Public Entity Name: Palm Beach County FL

Address: 2956 Pinehurst Drive

City, State, Zip: Lake Worth, FL 33467

Contact Name: Colleen Cardill Title: Senior Buyer

Phone: 561-616-6839 Fax: _____ Email: ccardill@pbcgov.org

Date of Service or Contract Period: 9/11/2020-9/10/2021

Mfg. and Name of Product Supplied: Bulk Solar Industrial Crude Salt

Estimated Annual Quantity Supplied: 8,100 tons

Continued on next page…

Name of Bidder: Moeton Salt, Inc.

QUALIFICATION OF BIDDERS INFORMATION

Continued.

REFERENCE #3

Public Entity Name: Town Of Davie
Address: 3500 NW 76th Ave.
City, State, Zip: Davie, FL 33314
Contact Name: : Stanley Ebanks Title: Water Plant Operator
Phone: (954) 822-3991 : Fax: _____ Email: stanleyebanks@davie-fl.gov
Date of Service or Contract Period: 6/1/2020-5/30/2021
Mfg. and Name of Product Supplied: Bulk Solar Industrial Crude Salt
Estimated Annual Quantity Supplied: 450 tons

2. The City will not award a bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

   Bidder to indicate number of years their firm has been in business. 11*

   Proof submitted as attachment: Yes X No _____

*Morton Salt, Inc. has been incorporated in Delaware for 11 years. It has been in business for +173 years.

Name of Bidder: Morton Salt, Inc.

Questionnaire

1. Description of the physical plant and facilities to adequately supply the City.

Morton Salt Canaveral Plant(2023) Address: 450 Cargo Road Cape Canaveral, FL 32920
Water Conditioning Building - 40,500 ft²;
Food Grade Building (all floors) - 57,603 ft²
Food Grade & PMI Warehouse - 29,000 ft²

2. Details of shipping method to be used MS PNEUMATIC TRUCK

3. Listing of office hours and Office personnel during these hours for coordination of service.

Office Hours: 8am to 4:30pm CST

A. Contact Information for order placement/delivery inquiries:

Name (s) Brian Jakosz

Phone / Email address: Phone: 630.861.2694 email: bjakosz@mortonsalt.com

B. Contact Information for billing questions:

Name (s) Jose Azacon

Phone / Email address: Phone: +1 312 8072549 Email: jose.Azacon@ks-chile.com

C. Contact Information for Insurance questions:

Name (s) Marcia Paulsen

Phone / Email address: Phone: 312.807.2571 Email:MPaulsen@MortonSalt.com

4. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Detail the Quality Control Program in place or ☐ submit as an attachment.

• Incoming Crude:
Prior to start of offload: 1 sample from each hold tested for purity, size, moisture, bulk density, turbidity and foreign material
Every 4 hours of offload: Foreign material filter pad and moisture
o Incoming crude vessel received approximately every 10-14 days
• Crude Stockpile:1/week: purity, insoluble material, size, moisture, bulk density, turbidity

Quality Control program is in place at Canaveral plant location.

Provide the name and contact phone number of the person who is responsible for the Quality Control/Assurance program:

Lorraine Gracia Diaz, Kristie Womble, Alex Acevedo Ph: +1(321)392-3343, +1(321)392-3531

5. Awarded Vendor shall submit Summary of Sales report to Lead Agency of shipments to individual entities in accordance with NIGP SE Chapter as detailed in applicable Co-Op Cover Sheet.

Contact Person who will submit Co-op Usage reports to Lead Agency: Lisa Petramala

Email: LPETRAMALA@MORTONSALT.COM Telephone Number: 312-807-2887

Name of Bidder: Morton Salt, Inc.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

Morton Salt, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 firm complies fully with the above requirements.

Signature of Bidder, Guy Bigler, Director of General Manufacturing

4/30/21
Date

BID NO. 2021-024

BIDDERS CERTIFICATION

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths).

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

***Name of Bidder**: Morton Salt, Inc.
(Firm Name as Registered with their State of origin)

Federal I.D. No.: 27-3146174

Above Bidder is: (X) Corporation (___) Limited Liability Corporation

(___) Sole Proprietorship (___) Partnership/Joint Venture

Business Address:

Street Address : 444 West Lake Street, Suite 3000
(P.O. Box Address is not permitted)

City, State, Zip: Chicago, IL 60606

Mailing Address: (X) check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: 844-410-0513

Business Fax No.: 312-896-9208

Authorized Signer:

Name of Authorized Signer: Guy Bigler

Title of Authorized Signer: Director of General Manufacturing
President or other Authorized Officer/Member/Manager

Email for Authorized Signer: gbigler@mortonsalt.com

Authorized Written Signature:

STATE OF: Illinois COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of ____ physical presence or X *online notarization this* 30th *day of* April, 20 21, *by* Guy Bigler, *who is personally known to me (or who has produced _____ as identification).*

NOTARY PUBLIC SIGNATURE: Meredith Kerr

OFFICIAL SEAL
MEREDITH KERR
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/09/22

NOTARY NAME: Meredith Kerr

Commission Number: 885209 My Commission Expires: 11/09/2022

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MORTON SALT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF FEBRUARY, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "MORTON SALT, INC." WAS INCORPORATED ON THE THIRTIETH DAY OF JULY, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.





4843561 8300

Authentication: 202431973

SR# 20210316793

Date: 02-03-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

MORTON SALT, INC.

Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

Product Name • **Common Salt without Additives**

Synonyms

- All Purpose Natural Sea Salt
- All Purpose Purex Salt
- Bulk Culinox 999 NC
- Bulk Extra Coarse Solar Salt Undried NC
- Bulk KD Industrial Salt NC
- Bulk Purex Salt NC
- Bulk Rock Salt NOC 17F NC
- Bulk Rock WC Extra Coarse Southern NC
- Bulk Rock White Crystal Coarse Southern NC
- Bulk Solar Coarse Salt Undried NC
- Bulk Solar Industrial Crude Salt NC
- Bulk Solar Salt
- Bulk Solar WC Extra Coarse Salt NC
- Bulk Solar White Crystal Coarse Salt NC
- Bulk Solar White Crystal Medium Salt NC
- Bunny Spool (Plain Salt)
- California Pure Coarse Sea Salt
- California Pure Fine Sea Salt
- California Pure Medium Sea Salt
- Canning & Pickling Salt
- Coarse Sea Salt (F114100000x)
- Commercial Grade, Water Softening Pellets
- Culinox 999 Chemical Grade Salt
- Culinox 999 Fine Salt
- Culinox 999 Food Grade Salt;
- Evaporated Granulated Salt
- Evaporated Salt Pellets
- Extra Coarse Sea Salt
- Extra Fine 50 Sea Salt
- Extra Fine 70 Sea Salt
- Feed Mixing Salt
- Fine Mixing Salt
- Fine Solar Salt (w/o YPS)
- Hi-Purity Super Soft Salt Extra Coarse Crystals
- H.G. Blending Salt
- Hay & Stock Salt, F&R
- Industrial Crude Solar Salt
- ISCO Crystals, Bulk
- ISCO Medium, Bulk
- ISCO Water Conditioning, Bulk
- KD Crude Solar Salt
- KD Industrial Salt
- Kleer Fine Salt
- Kleer Granulated Salt
- Medium Sea Salt
- Mill Run Salt
- Natural Coarse Sea Salt
- Northern Fine +20 Rock Salt Plain Salt Block
- Northern Rock, F & R
- Plain Salt Brick
- Pool Salt
- Premium Salt Pellets
- Professional's Choice Pool Salt
- Pure and Natural Water Softener Crystals
- PureSun Culinary Crystals
- PureSun Culinary Crystals Coarse
- Purex Salt
- Purex Select Salt
- Reagent Grade Sodium Chloride
- Refined Sea Salt
- Rock Pretzel Salt
- Rock Salt for Making Ice Cream
- Safe-T-Salt (bagged w/o YPS)
- Screened Bulk Solar Undried Salt
- Screened Bulk Solar Undried Salt NC
- Sea Salt, 50 lb. (F113100000x)
- Sea Salt, Tote (F113500000x)
- Sea Salt Grinder
- Sea Salt Grinder Refill
- Select Extra Coarse Rock Salt
- Select Sea Salt
- Service Pack Salt (all)
- Ship n' Shore Rock Salt
- Solar Salt Water Softening Crystals
- Stock Salt
- USP Sodium Chloride
- Valu-Soft Solar Salt
- Water Softening Salt (Undried) Coarse
- Water Softening Salt (Undried) Extra Coarse
- White Crystal Brine Block (50 lb.)
- White Crystal Rock Salt (all)
- White Crystal Solar Salt (all)
- White Crystal Water Softening Solar Salt (all)
- White Pretzel Salt (all)

CAS Number • 7647-14-5

Product Code • MSDS Code: 100

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s) • Food, Chemical and Drug Processing; Pharmaceuticals; Water Conditioning; Ice Control; Chemical Feedstock – see product data sheets for more information

1.3 Details of the supplier of the safety data sheet

Manufacturer • Morton Salt, Inc.
444 W. Lake St.
Chicago, IL 60606
United States

saltinfo@mortonsalt.com

Telephone (General) • 312-807-2000

1.4 Emergency telephone number

Manufacturer • 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

CLP • Classification criteria not met

DSD/DPD • Classification criteria not met

2.2 Label Elements

CLP

Hazard statements • No label element(s) specifically required

DSD/DPD

Risk phrases • No label element(s) specifically required

2.3 Other Hazards

CLP • According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

DSD/DPD • This product is not considered dangerous under the European Directive 67/548/EEC

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012 • Classification criteria not met

2.2 Label elements

OSHA HCS 2012

Hazard statements • No label element(s) specifically required

2.3 Other hazards

OSHA HCS 2012 • This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS • Classification criteria not met

2.2 Label elements

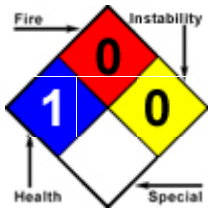
WHMIS • No label element(s) specifically required

2.3 Other hazards

WHMIS • In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

2.4 Other information

NFPA



See Section 12 for Ecological Information.

Section 3 - Composition/Information on Ingredients

3.1 Substances

Non-Hazardous Components					
Chemical Name	**Identifiers**	**%(weight)**	**LD50/LC50**	**Classifications According to Regulation/Directive**	**Comments**
Sodium chloride	**CAS:**7647-14-5 **EC Number:**231-598-3	> 99%	Ingestion/Oral-Rat LD50 • 3000 mg/kg	**EU DSD/DPD:** Not Classified - Criteria not met **EU CLP:** Not Classified - Criteria not met **OSHA HCS 2012:** Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts

3.2 Mixtures

- Material does not meet the criteria of a mixture in accordance with Regulation (EC) No 1272/2008.

See Section 11 for Toxicological Information.

Section 4 - First Aid Measures

4.1 Description of first aid measures

Inhalation
- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.

Skin
- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.

Eye
- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.

Ingestion
- If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

Notes to Physician
- All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

Suitable Extinguishing Media
- Material is non-combustible. In case of fire use media as appropriate for surrounding fire.

Unsuitable Extinguishing Media
- No data available.

5.2 Special hazards arising from the substance or mixture

Unusual Fire and Explosion Hazards
- No unusual fire or explosion hazards known.

Hazardous Combustion Products
- No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

Personal Precautions
- Wear suitable protective clothing, gloves, and eye/face protection.

Emergency Procedures
- Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures
- Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Avoid storage with strong acids and strong oxidizing agents.

Incompatible Materials or Ignition Sources

- Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines

- No applicable exposure limits available for product or components.

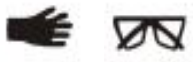
8.2 Exposure controls

Engineering Measures/Controls

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Pictograms

- 

Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

- Wear safety glasses.

Skin/Body

- Wear appropriate gloves.

General Industrial Hygiene Considerations

- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

- Follow best practice for site management and disposal of waste.

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless to white crystalline or compressed block/pellet.
Color	Colorless to White.	Odor	Odorless

Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 to 1461 C(2575.4 to 2661.8 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	7 Approximately
Specific Gravity/Relative Density	2.165 Water=1	Bulk Density	Variable
Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)	Viscosity	Not relevant
Explosive Properties	Not relevant.	Oxidizing Properties:	Not relevant.
Volatility			
Vapor Pressure	Not relevant	Vapor Density	Not relevant
Evaporation Rate	Not relevant		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Not flammable.		
Environmental			
Octanol/Water Partition coefficient	Not relevant		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

Component Name	CAS	Data
Sodium chloride (> 99%)	7647-14-5	**Acute Toxicity:** orl-rat LD50:3000 mg/kg

GHS Properties	Classification
Acute toxicity	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met

Aspiration Hazard	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
Carcinogenicity	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
Germ Cell Mutagenicity	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
Skin corrosion/Irritation	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
Skin sensitization	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
STOT-RE	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
STOT-SE	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
Toxicity for Reproduction	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
Respiratory sensitization	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met
Serious eye damage/Irritation	**EU/CLP**•Classification criteria not met **OSHA HCS 2012**•Classification criteria not met

Potential Health Effects

Inhalation

Acute (Immediate)
- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)
- No data available.

Skin

Acute (Immediate)
- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)
- No data available.

Eye

Acute (Immediate)
- Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed)
- No data available.

Ingestion

Acute (Immediate)
- Ingestion may cause the following symptoms - diarrhea.

Chronic (Delayed)
- No data available.

Key to abbreviations
LD = Lethal Dose

Section 12 - Ecological Information

12.1 Toxicity

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations

13.1 Waste treatment methods

Product waste • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Packaging waste • Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

14.6 Special precautions for user • None known.

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code • Not relevant.

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • None

State Right To Know				
Component	**CAS**	**MA**	**NJ**	**PA**
Sodium chloride	7647-14-5	No	No	No

Inventory

Component	CAS	Canada DSL	Canada NDSL	China	EU EINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No

Inventory (Con't.)				
Component	CAS	Japan ENCS	Korea KECL	TSCA
Sodium chloride	7647-14-5	Yes	Yes	Yes

Canada

Labor

Canada - WHMIS - Classifications of Substances

•Sodium chloride 7647-14-5 > 99% Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

•Sodium chloride 7647-14-5 > 99% Not Listed

Environment

Canada - CEPA - Priority Substances List

•Sodium chloride 7647-14-5 > 99% Not Listed

Europe

Other

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

•Sodium chloride 7647-14-5 > 99% Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

•Sodium chloride 7647-14-5 > 99% Not Listed

Mexico

Other

Mexico - Hazard Classifications

•Sodium chloride 7647-14-5 > 99% Not Listed

Mexico - Regulated Substances

•Sodium chloride 7647-14-5 > 99% Not Listed

United States

Labor

U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

•Sodium chloride 7647-14-5 > 99% Not Listed

Environment

U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

•Sodium chloride 7647-14-5 > 99% Not Listed

United States - California

Environment

U.S. - California - Proposition 65 - Carcinogens List

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Developmental Toxicity

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Female

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity - Male

•Sodium chloride 7647-14-5 > 99% Not Listed

United States - Pennsylvania

Labor

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

•Sodium chloride 7647-14-5 > 99% Not Listed

U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances

•Sodium chloride 7647-14-5 > 99% Not Listed

United States - Rhode Island

Labor

U.S. - Rhode Island - Hazardous Substance List

•Sodium chloride 7647-14-5 > 99% Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information

Last Revision Date	• 07/June 2019
Preparation Date	• 07/June 2019
Disclaimer/Statement of Liability	• The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations

NDA = No data available

Revision History

Monday, June 15, 2015
Add “Hi-Purity Super Soft Salt Extra Coarse Crystals” F154040000G and
KD Industrial Salt F137300000Z

Tuesday, August 25, 2015
Add -Premium Salt Pellets F115040006G
Add – PureSun Culinary Crystals

Tuesday, November 17, 2015

Add	F154160000Z Bulk ISCO Medium	ISCO Medium, Bulk
	F154150000Z Bulk ISCO Crystals	ISCO Crystals, Bulk
	F154220000Z Bulk ISCO Water Conditioning	ISCO Water Conditioning, Bulk

Thursday, August 04, 2016
Add PureSun TFC Culinary Crystals
PureSun Culinary Crystals – Coarse

Thursday, October 6, 2016
Port Canaveral Product List
Coarse Sea Salt
Extra Coarse Sea Salt
Extra Fine 50 Sea Salt
Extra Fine 70 Sea Salt
Medium Sea Salt
PureSun Culinary Crystals
Sea Salt
Select Sea Salt

Also Pure and Natural Water Softener Crystals

October 11, 2017
Add
Bulk Culinox 999 NC
Bulk Extra Coarse Solar Salt Undried NC
Bulk KD Industrial Salt NC
Bulk Purex Salt NC
Bulk Rock Salt NOC 17F NC
Bulk Rock WC Extra Coarse Southern NC
Bulk Rock White Crystal Coarse Southern NC
Bulk Solar Coarse Salt Undried NC
Bulk Solar Industrial Crude Salt NC
Bulk Solar WC Extra Coarse Salt NC
Bulk Solar White Crystal Coarse Salt NC
Bulk Solar White Crystal Medium Salt NC
Screened Bulk Solar Undried Salt NC

Monday, December 4, 2017
Add Fine Solar Salt

Monday, May 7, 2018
Add Bulk Solar Salt

Wednesday, November 7, 2018
Delete PureSun TFC Culinary Crystals

Tuesday, December 4, 2018
Add White Pretzel Salt

Friday, June 7, 2019
Add Screened Bulk Solar Undried Salt

MORTON SALT **PRODUCT DATA SHEET**

Morton® Bulk Solar Industrial Crude Salt

Description

- This salt is made from crude solar salt either imported from the Bahamas, Brazil, Mexico or produced domestically.
- The salt is produced from brine impounded in open shallow ponds where the brine is concentrated and ultimately crystallized through slow evaporation by solar heat and wind.
- Fractional crystallization and washing voids much of the inorganic salt impurities present in the brine.
- There are no additives.
- Solar salt tends to crystallize in pyramidal aggregates which break up in harvesting and handling into irregular, somewhat rectangular particles. Appearance is crystalline to white with some incidence of a gray to tan shading.
- Meets AWWA Standard B200 for Sodium Chloride.
- This product is certified to NSF/ANSI/CAN 60.

Notice

- This product is not suitable for direct incorporation into food since it is not manufactured in compliance with 21 CFR 117 - Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food.

Chemical Properties

Analyte	u/m	Range	Note
Sodium Chloride	%	>=99.3	1
Calcium Sulfate	%	<=0.30	
Calcium & Magnesium as Calcium	PPM	<=1,500	
Other Salts	%	<=0.56	2
Water Insolubles	%	<=0.14	
Moisture (Surface)	%	<=4.30	

- Note 1. By difference of impurities, moisture-free basis (ASTM Methods).
- Note 2. One or more of the following salts -- calcium chloride, magnesium sulfate, magnesium chloride and sodium sulfate.

Physical Properties

- Range loose (pour) bulk density (g/ml): 0.95 - 1.40
- Range loose (pour) bulk density (lbs/cu.ft.): 59 - 87

444 West Lake Street
Chicago, IL 60606-0090
P +1 312.807.2000
W MortonSalt.com
MORTON SALT, INC.
A K+S GROUP COMPANY

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2020

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** Willis Towers Watson Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@willis.com
INSURED Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : HDI Global Insurance Company — 41343 INSURER B : Zurich American Insurance Company — 16535 INSURER C : American Zurich Insurance Company — 40142 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W19654871 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		GLD11429-11	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 6221209 07	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 6221212 07	01/01/2021	01/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Workers Compensation & Employers Liability - Retro Per Statute			WC 6221213 07	01/01/2021	01/01/2022	E.L. Each Accident E.L. Disease-EA EMPL E.L. Disease-Pol Lmt	$1,000,000 $1,000,000 $1,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

City of Boca Raton
Purchasing Division /Room 105
201 W. Palmetto Park Road
Boca Raton, FL 33432

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

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SR ID: 20542710 BATCH: 1931970

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Midwest, Inc.	Morton Salt, Inc. 444 West Lake Street, Suite 3000 Chicago, IL 606060090
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City of Boca Raton is named as Additional Insured with respect to General Liability.

INSURER AFFORDING COVERAGE: Zurich American Insurance Company NAIC#: 16535

POLICY NUMBER: EWS 6221214 07 EFF DATE: 01/01/2021 EXP DATE: 01/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation	E.L. Each Accident	$1,000,000
& Employers Liability - OH	E.L. Disease-EA EMPL	$1,000,000
Per Statute	E.L. Disease-Pol Lmt	$1,000,000

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 9.1: Resolution No. 2021-16 - Abandonment of Unimproved Platted Alley - East side of Elizabeth Street

SUMMARY:

Iglesia de Dios Ebenezer International, Inc. has requested the abandonment of an unimproved platted alley, located approximately 570' north of 2nd Avenue North on the East side of Elizabeth Street.

The proposed parcel of land is an unimproved platted alley acquired by the Village from Palm Beach County on August 25, 2020 via a County Deed. This 0.0282 acre tract (approximately 1,230 square feet) is not dedicated to the public via the Lake Echo Plat (Plat Book 21, Page 41), rather it is identified as a "Private" strip of land 12' in width located between Lots 51 and 52.

If the requested abandonment of the Village's public interest within this property is approved by the Village Council, the entire interest or title would be transferred to Iglesia de Dios Ebenezer International, which is the adjacent property owner (on both sides).

Note: The church has expressed an interest in utilizing the proposed land area within their future redevelopment plans for the property.

The Village's Planning, Zoning & Building Department has obtained written confirmation from all requisite utility companies that there are no facilities within the right-of-way and they do not object to the abandonment.

The Planning & Zoning Board will consider the proposed abandonment at their June 8, 2021 meeting and their recommendation will be shared with the Village Council prior to consideration.

Staff recommends the abandonment of the proposed unimproved platted alley as it does not contribute to the Village's roadway system and does not benefit the community as a whole (it serves only the adjacent property owner).

FISCAL IMPACT:

The proposed abandonment does not have a direct fiscal impact to the Village; however, it may assist in facilitating the redevelopment of two (2) adjacent properties. The property is expected to maintain the current tax-exempt status if the proposed abandonment is approved and the property is transferred to the adjacent property owner (by the Iglesia de Dios Ebenezer International Church).

ATTACHMENTS:

Proposed Resolution No. 2021-16 - Abandonment of Unimproved Platted Alley - East side of Elizabeth Street
Recorded County Deed - Village of Palm Springs
Abandonment Request Letter - Iglesia de Dios Ebenezer International
Abandonment Request Application - Iglesia de Dios Ebenezer International
Utility Letters - No Objection
Plat Book 21, Page 41
Iglesia de Dios Ebenezer International - Survey
Aerial Map and Location Map
LWH Advertisement - Resolution No. 2021-16 - Abandonment of Elizabeth Street

RESOLUTION NO. 2021-16

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ABANDONING ALL RIGHT, TITLE, AND INTEREST IN AND TO A PORTION OF AN UNIMPROVED PARCEL OF LAND LOCATED ON THE EAST SIDE OF ELIZABETH STREET AND NORTH OF 2ND AVENUE NORTH IN THE VILLAGE OF PALM SPRINGS, FLORIDA, AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, PROVIDING FOR RECORDATION OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a parcel of Land is an unimproved alley, described herein, is not utilized by the Village for easement purposes or right-of-way. Iglesia de Dios Ebenezer International, Inc. has submitted an application for the abandonment of a parcel of land, approximately 0.0282 acres in size; located within the Village of Palm Springs, Florida ("Village"); and

WHEREAS, the subject alley is located east of Elizabeth Street, north of 2nd Avenue North and is legally described on the County Deed attached hereto and incorporated herein as **Exhibit "A";** and

WHEREAS, the subject private alley is within the corporate limits of the Village, and is under the control and jurisdiction of the Village; and

WHEREAS, the Planning and Zoning Board of the Village of Palm Springs, Florida has heard the request for abandonment of the road right-of-way; and

WHEREAS, the Planning and Zoning Board has made a recommendation to the Village Council that the Application be approved, as set forth in their recommendation and minutes; and

WHEREAS, the Village Council has held a public hearing on June 10, 2021, and has determined the abandonment described herein shall not materially interfere with the roadway system of the Village or the Village utility network, and shall not materially deprive any person of a reasonable means of access or otherwise adversely affect other property owners within the Village; and

WHEREAS, the Village Council has considered whether the application meets the Village's regulations for the abandonment of public rights-of-way; and

WHEREAS, the Village Council has determined that the subject right-of-way is no longer necessary or needed by the public; and

WHEREAS, the Village Council deems it in the best interest of the public to abandon the subject right-of-way, as herein described upon the conditions herein provided.

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

Section 1. The Whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Village Council.

Section 2. The Village Council hereby approves the abandonment of the Subject Right-Of-Way as legally described on Exhibit "A" which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Upon its complete execution by the parties, the Village Clerk shall record a certified copy of this Resolution with the Clerk of the Circuit Court.

Section 5. This Resolution shall take effect immediately upon adoption.

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
GARY M. READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this 10th day of June, 2021.

VILLAGE OF PALM SPRINGS

BY: _____

BEV SMITH, MAYOR

ATTEST:

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

CFN 20200347879
OR BK 31755 PG 1356
RECORDED 09/17/2020 14:33:26
AMT 10.00
Doc Stamp 0.70
Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pg 1356; (1pg)

PREPARED BY AND RETURN TO:
RICHARD C. BOGATIN, Manager, Property Management
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 Vista Parkway
West Palm Beach, FL 33411-5605

PCN: 70-43-44-19-08-000-0150
Closing Date: 8-25-2020
Purchase Price: "0"

R2020 1190

COUNTY DEED

This COUNTY DEED, made AUG 2 5 2020, by **PALM BEACH COUNTY,** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose legal mailing address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, "County", and the **VILLAGE OF PALM SPRINGS**, a Florida Municipal Corporation, whose legal mailing address is 226 Cypress Lane, Palm Springs, FL 33461 "Village".

W I T N E S S E T H:

That County, for and in consideration of the sum of Ten and 00/100 ($10.00) Dollars to it in hand paid by "Village", the receipt whereof is hereby acknowledged, has granted, bargained and sold to "Village", its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida:

Lake Echo Plat Private Alley N of & Adj to Lt 51

THE ABOVE BEING THE REAL PROPERTY DESCRIBED UNDER TAX CERTIFICATE NUMBER 111937 IN THE TAX DEED RECORDED IN OFFICIAL RECORD BOOK 13452, PAGE 432, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (¾) interest in, and title in and to an undivided three-fourths (¾) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (½) interest in all petroleum that is or may be in, on, or under said land. The aforementioned reservation of phosphate, mineral, metals and petroleum rights shall not include and County hereby expressly releases any and all rights of entry and rights of exploration relating to such phosphate, mineral, metals and petroleum rights.

IN WITNESS WHEREOF, County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

(OFFICIAL SEAL)

ARTRECHE LAW

Sandra K. Artreche
335 Goosecreek Drive
Winter Springs, FL 32708
(407) 461-3268
artrechelaw@gmail.com

April 6, 2021

Ms. Kimberly Glas-Castro
Planning, Zoning and Building Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Lake Echo Plat Private Alley North of and Adjacent to Lot 51 (The "Alley")

Dear Ms. Castro:

Let me introduce myself again. My name is Sandra K. Artreche. I am the legal counsel for the Southeastern Hispanic Region of the Church of God with headquarters in Cleveland, TN. Iglesia de Dios Ebenezer Internacional, Inc. (the "Church") is part of the Church of God. As you may recall from previous conversations, the Church has owned the property adjacent to the Alley since 1990. The Church has been taking care and using the Alley since it purchased the surrounding property in 1990. The Church is requesting that the Village of Palm Springs abandon the Alley in favor of the Church.

Attached to this letter for your review are the following documents:

1. Draft Application for Abandonment;
2. Current Property Survey;
3. Deeds of Surrounding Property;
4. Copies of photos from the County of Palm Beach public records.

Upon your approval; the Church will sign all documents and file them with the Village of Palm Springs along with the $1,500 fee.

We appreciate your assistance to get this case in front of the Village Council.

I look forward to speaking to you at 3:00 PM today. Please let me know if you need additional information or have any questions. I can be reached at (407) 461-3268.

Sincerely,

Sandra K. Artreche

Sandra K. Artreche
Enclosures
SKA/s

Village of Palm Springs
Land Development Department
Unified Development Application

226 Cypress Lane
Palm Springs, FL 33461
Phone: (561) 965-4016
Fax: (561) 439-4132
http://www.vpsfl.org

Prior to the submission of this application, the applicant must have a pre-application meeting with Land Development staff to review the proposed project submittal and processing requirements.

Pre Application Meeting Date: _____

Indicate the type of application you are applying for:

- ☐ Comprehensive Plan Amendment (text)
- ☐ Future Land Use Map Amendment*
- ☐ Rezoning *
- ☐ LDR / Zoning Change (text)
- ☐ Plat (Preliminary)
- ☐ Master Sign Plan
- ☐ Temporary License Agreement
- ☐ Temporary Use Permit
- ☒ Abandonment
- ☐ Appeal
- ☐ Utility /Civil Plan
- ☐ Administrative Amendment
- ☐ Site Plan (Minor / Major / PD)*
- ☐ Site Plan Amendment (Minor/Major)*
- ☐ Special Exception*
- ☐ Development Order Amendment*
- ☐ Variance (District Standard)*
- ☐ Variance (Sign)
- ☐ Variance (Hours of Operation)*
- ☐ Administrative Variance
- ☐ Deed Restriction / Unity of Title
- ☐ Other _____

INSTRUCTIONS:

1. All questions must be completed on this application. If not applicable, mark ***N/A***.
2. Include all submittal requirements / attachments with this application.
3. All applicable fees are due when the application is submitted (Fees adjusted annually). Advertising, postage, and cost recovery, including professional fees incurred by the Village, will be billed to the Applicant.
4. Include mailing labels/stamped envelopes of all property owners within a 300 feet radius of affected site with signed affidavit (Applications types marked with *).
5. All plans must be submitted no later than 4:00 p.m. 45 days prior to a Land Development Board hearing (see schedule).
6. The applicant is responsible for addressing staff review comments in a timely manner. Any application which remains inactive for over 6 months will be removed from staff review. A new, updated, application will be required with applicable fees.
7. Applicants presenting demonstration boards or architectural renderings to the Village Council must have an electronic copy (PDF) of each board submitted to Land Development Department no later than the Wednesday preceding the meeting. Note: Representations made at the hearing, verbally or graphically, become part of the record.

Staff Use Only

Application Numbers: _____

Date Submitted: _____ **# Posted Signs Required:** _____

SECTION 1-PROJECT INFORMATION:

Project Name: **Abandonment of Lake Echo Plat Private Alley N of & Adj. to Lot 51**

Project Address: **Adjacent to 3724 Elizabeth Street, Palm Springs FL 33461**

Location of Property: The subject property is located approximately 1 mile(s) N, S, E, W (circle one) from the intersection of **2nd Street** & **Elizabeth**, on the N, S, E, W (circle one) side of _____ (street).

Shopping Center / Office Building: **N/A**

Acreage of Property: **N/A** Building Square Feet: **N/A**

Density or FAR: **N/A** Plat Name: **Lake Echo**

PCN Number(s): **70-43-44-19-08-000-1050**

Dimensions of Property: **0.0282**

Palm Springs CRA District, if applicable: **N/A**
See Section 14 also.

Legal Description: (or attach separate sheet)
That portion of a private alley shown on the plat of Lake Echo, According to the Plat Thereof, Recorded in Plat Book 21, Page 41, Public Records of Palm Beach County, Florida, Lying North of and Adjacent to Lot 51 and south of and adjacent to Lot 52 of said Plat.

Property History, if applicable: Describe previous applications on property

Application #	Request	Action	Resolution / Ordinance #	Approval Date
N/A				

(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: Village of Palm Springs

Owner's Address: 226 Cypress Lane, Palm Springs, FL 33461

Owner's Email Address: _____

Owner's Phone: _____ Owner's Fax: _____

Applicant, if different than Owner: Iglesia de Dios Ebenezer Internacional, Inc.

Agent: _____

Contact Person: Sandra K. Artreche

Applicant's Address: 3724 Elizabeth Street, Palm Springs, FL 33461

Applicant's Email Address: artrechelaw@gmail.com

Applicant's Phone: (407) 461-3268 Applicant'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: RM	Zoning: RM (Religious)
Land Use: _____	Land Use: _____
Use: _____	Use: _____
Plat: _____	Plat: _____

ADJACENT LAND USE / ZONING / USE(S)

North: RM (Religious)

South: RM (Religious)

East: RM

West: RM

SECTION 4 - DESCRIPTION OF PROJECT (attach additional pages if necessary)
Including compliance with zoning standards and supplemental regulations

Iglesia de Dios Ebenezer Internacional (the "Church") is hereby requesting that the Village of Palm Springs (the "Village") abandon the Lake Echo Private Alley North of and Adjacent to Lot 51 that the Village acquired from Palm Beach County on August 25, 2020 via a county deed (the "Alley"). The Church has owned lots 50, 51, 52, 53, 54, 55, 56, 57 and 58 (see attached deeds) since 1990 (the "Church Property"). When Church acquired the Church Property in 1990, it assumed that the Alley was part of the Church property. The Church has cared for the Alley since it purchased the Church Property.

The Church now has a new pastor. The new pastor has been placing all legal paper work in order. The first thing that the Church had to do was to ensure that the deeds of the Church Property had the correct Church name. The Church had to file Quit Claim Deeds to ensure that everything was in the proper name. These transactions were finished in October 2020. The Church also reached out to the Village requesting that the Village abandon the Alley in its favor as it understood that the Alley was not part of the Church Property. The Church had been caring for the Alley by mowing it and using the Alley for parking during Church services since 1990. The Alley is between the lots owned by the Church. Please see the survey and information attached.

The Church request that the City abandon the Alley in favor of the Church.

SECTION 5- PROJECT AUTHORIZATION

APPLICANT CERTIFICATION

(If more than one owner, attached executed Certifications for each)

This is to certify that I am the applicant requesting the Village of Palm Springs to abandon the property described herein. 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.

Samuel Beltré May 11, 2021

Signature of Applicant, Samuel Beltre President Date
Iglesia de Dios Ebenezer Internacional, Inc.

STATE OF Florida, COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of May 11, 20 21 by **Samuel Beltre**, who is personally known to me or who has produced FLDL (type of identification) as identification and who did (did not) take an oath.

Signature of person taking acknowledgement Jimmy Clavijo

Name of officer taking acknowledgement--typed, printed or stamped Jimmy Clavijo

Title or rank NOTARY PUBLIC Serial number GG229578

Jimmy F. Clavijo
Notary Public
State of Florida
My Commission Expires 06/18/2022
Commission No. GG 229578

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*

Not Applicable

SECTION 6 - LAND USE PLAN AMENDMENT APPLICATION ONLY

Existing Village Land Use/Rezoning: _____

Requested Village Land Use/Rezoning _____

Reason or basis the land use change/rezoning is required and the intended use or uses this request will accommodate.

_____

_____

_____

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:

_____

Summary of Decision or Condition being Appealed:

_____

_____

Summary of the Relief being Requested:

_____

_____

Not Applicable

SECTION 8 – VARIANCE ONLY
(Administrative / Standard / Hours of Operation / Sign)

Related Applications_____

Code Section:_____

Required:_____

Request:_____

Details of Variance Request or Appeal:

_____

_____

_____

_____

_____

ATTACH NARRATIVE AS ADDITIONAL PAGE(s)

Chapter 34, Section 34-603 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(f)(1) of the Code. The statement must include comments on each of the following individually:

a. That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.
b. That the special conditions and circumstances do not result from the actions of the applicant.
c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.
d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.
e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.
g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Not Applicable

SECTION 9 – SPECIAL EXCEPTION ONLY (Site Plan Required Also)

Requested Use: _____

Supplemental Regulations Applicable? ❑ Yes ❑ No

ATTACH NARRATIVE AS ADDITIONAL PAGE(s)
Chapter 34, Section 34-608 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the seven (7) criteria and factors as set forth in Section 34-608(b) of the Code. The statement must include comments on each of the following individually:

(1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.
(2) The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.
(3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.
(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.
(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:
    a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
    b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
    c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.
(6) That the proposed special exception use:
    a. Does not significantly reduce light and air to adjacent properties.
    b. Does not adversely affect property values in adjacent areas.
    c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
    d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
    e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

(7) The proposed use would enhance and/or promote redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community-serving (neighborhood retail and commercial) uses and businesses.

SECTION 10 – SITE PLAN SUBMITTAL REQUIREMENTS

- In original submittal, provide five (5) copies (24"x36") of the following plans listed as they pertain to the project in full sets. Including three (3) sets of all plans shall be signed and sealed original.

- Provide a Thumb Drive with all submittal materials in pdf format.

- Site plan packages must include but are not limited to :

1. Site Plan (see Technical Specifications in Sec. 34-685 of the Code)
2. Landscape Plan
   a. Must show all species and sizes (Florida Grade No.1 only)
   b. Tree survey of existing site
   c. Irrigation plans desired, but not required until permitting
3. Building Architectural Plans
   a. Elevations (label each side according to compass direction)
   b. Roof plan for screening of mechanical equipment
   c. Color, Material and Texture Specifications/Schedule
   d. Building colors shall include paint company name, number, and paint color name (color chips preferred)
   d. Color Rendering
   e. Details of site amenities (bike racks, benches, trash receptacles, etc.)
4. Photometric plan
   a. Must show spillover at property line
5. Boundary Survey
   a. Needs to be within the last calendar year
   b. Needs to show Acreage
   c. Needs to show proper Parcel ID number
   d. Needs to have Title Commitment Policy and number referenced,

OR

   e. Abstract Survey can be used
6. Tabular data
7. Dumpster locations (include recycling)
8. Accessible pedestrian routes from street to building
9. Truck (garbage, delivery, etc.) turning radii (AutoTurn Analysis)
10. Fire Hydrant locations

11. Utility Tie-Ins
12. Adjacent Zoning
13. Ultimate right-of-ways widths and elevation of adjacent road(s)
14. Dimensions on buffers, drive isles and driveways and any other pertinent site
15. Floor Plan
16. Life Safety Plan, if applicable
17. Finished Floor Elevation
18. Sign Plans
    a. general location plan
    b. details for each sign, including dimensions and summary of sign face area, all coloring (letter, logo, backing, cabinet, etc)
    c. master sign plan specifications, if applicable
19. Paving, Grading and Drainage Plans and Drainage Calculations.

- Copy of FDOT Pre-Approval Letter, as applicable

- If proposing new residential units, School Capacity Availability Determination

RESUBMITTALS for Technical Review: **Submit a letter identifying each review comment and the revision or response provided**, together with five (5) copies of each revised plan sheet, and thumb drive with .pdf files of revised sheets, reports, narratives, and supporting documents;

LAND DEVELOPMENT BOARD DISTRIBUTION: At least 20 days prior to LDB hearing, submit ten (10) full sets (24"x36") (3 signed/sealed) and thumb drive with .pdf files, revised per and approved by the technical review agencies.

VILLAGE COUNCIL DISTRIBUTION: At least 20 days prior to the VC hearing, submit five (5) sets (24"x36") (3 signed/sealed) and thumb drive with .pdf files, revised to address LDB recommendations, if required.

NOTE: Copies of any graphics or handouts used at a public hearing must be provided to the recording clerk and made part of the formal record.

NOTE: Representations made at the hearing, verbally or graphically, become part of the record, and are enforceable as part of the development order.

AGENT CERTIFICATION Not Applicable

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 Date

STATE OF Florida, COUNTY OF Palm Springs

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_____

AFFIDAVIT CERTIFYING TO PUBLIC HEARING NOTICE REQUIREMENTS

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared who after being sworn, stated the following:

1. That I Samuel Beltre have obtained a complete list (and the required mailing labels) of the owners of real property from the Palm Beach County Property Appraiser's Office, together with their mailing addresses, that are within three hundred (300') feet of the subject property, as set forth in the current Official Tax Roll of Palm Beach County.

2. That to the best of my knowledge, said list is complete and accurate as it was provided by the the Property Appraiser's office of Palm Beach County.

3. Notice signs will be posted on the premises a minimum of 10 days in advance of the public hearing.

Samuel Beltre
Signature of Affiant/Applicant

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 11TH day of May, 2021 by SAMUEL BELTRE, who is personally known to me or who has produced FLDL (type of identification) as identification and who (did) (did not) take an oath.

Signature of person taking acknowledgement Jimmy Clavijo

Name of officer taking acknowledgement--typed, printed or stamped JIMMY CLAVIJO

Title or rank NOTARY PUBLIC Serial number GG229578

Jimmy F. Clavijo
Notary Public
State of Florida
My Commission Expires 06/18/2022
Commission No. GG 229578

24" x 36" Yellow Public Notice Sign

PUBLIC NOTICE
VILLAGE OF PALM SPRINGS
LAND DEVELOPMENT

This property is the subject of the following request(s):

- ☐ Site Plan
- ☐ Special Exception
- ☐ Development Order Amendment
- ☐ Variance
- ☐ Planned Development
- ☐ Land Use Amendment
- ☐ Rezoning
- ☐ Other _____

Petition Number: _____

Request: **For the Village of Palm Springs to abandon that lot recorded in Plat Book 21, Page 41 of the Public Records of Palm Beach County, Florida, lying north of and adjacent to Lot 51 and south of and Adjacent to Lot 52 of said plat known as "Lake Echo Private Alley" that the Village of Palm Springs acquired from Palm Beach County on August 25, 2020 via a county deed.**

Public hearing date(s) are as follows:

Land Development Board:

Village Council:

The public hearings indicated above are to be held in:

The Village of Palm Springs Council Chambers, 226 Cypress Lane, Palm Springs.

For Additional Information contact the Palm Springs Land Development Department: (561) 965-4016. Interested parties may appear at the public hearing(s) and be heard with respect to the advertised request. Hearing may be postponed without further notice.

In accordance with ADA, documents may be requested in an alternate format. Auxiliary aids or other services will be provided upon request with at least three days notice prior to hearing. For ADA assistance, please contact the Village Clerk's Office at (561) 965-4010.

Visit our website at: **WWW.VILLAGEOFPALMSPRINGS.ORG**

SECTION 11 – PLANNED DEVELOPMENT (SITE PLAN)

Narrative: See objectives and performance standards in Article IX, and provide a narrative that outlines the proposed project's conformance with these provisions.

Waivers: Requests for waivers shall be submitted in writing and shall address 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 issues may not be used to justify waivers.

g. The request 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 in 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.

SECTION 12 – PLAT ONLY (Site Plan or Subdivision Plan required also)

Plat packages must include but are not limited to:

1. Plat
2. Boundary Survey
    a. Needs to be within the last calendar year
    b. Needs to show Acreage
    c. Needs to show property Parcel ID number
    d. Needs to have Title Commitment Policy and number reference, OR
    e. Abstract Survey can be used
3. Title Policy

SECTION 13 – ABANDONMENT ONLY

General Description of Area Requested for Abandonment: _____
Lake Echo Plat Private Alley North and Adjancent to Lot 51

Recording Information of Area: _____
(attach a copy of instrument)

☒ XX Indemnification and Hold Harmless Agreement executed by the Owner indemnifying the Village and holding the Village harmless from any and all losses, claims, damages and other liabilities resulting from, or arising out of the abandonment of the property. **See attached form of agreement.**

☐ Letters of any objection to the abandonment request from all utilities and drainage districts providing service to the property, including but not limited to, Lake Worth Utilities, FP&L, Cable distributor, water and sewer service provider, public gas (if applicable).

☐ Evidence of payment of all current taxes on the subject property.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification Agreement ("Agreement") is made this 11 day of May, 2021, by and between the Village of Palm Springs, a municipal corporation organized and existing under the laws of the State of Florida ("Village"), with its principal offices located at 226 Cypress Lane, Palm Springs, FL 33461, and Iglesia de Dios Ebenezer Internacional, Inc. whose address is 3724 Elizabeth Street Palm Springs, FL 33461 ("Indemnifying Party")

WITNESSETH

In consideration of the sum of One Thousand Five Hundred Dollars ($1500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, and to the fullest extent permitted by laws and regulations, the Indemnifying Party shall indemnify, defend, save and hold harmless, the Village, its officers, elected officials, agents and employees from any and all claims, damages, losses, liabilities and expenses, (direct, indirect and consequential) pertaining to or arising out of the abandonment of the real property which is the subject of this Application for Abandonment.

The Indemnifying Party 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). The Village reserves the right to reasonably approve of the legal counsel selected by the Indemnifying Party to conduct any defense in any such proceedings, and all reasonable costs and fees associated therewith shall be the responsibility of Indemnifying Party.

The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party under any policy or policies of insurance of the Indemnifying Party or a third party.

This Agreement shall not in any way be construed to create a partnership, association, or any kind of joint venture or undertaking between the parties hereto. The Village specifically reserves all statutory and common law rights and immunities, and nothing herein is intended to limit or waive the same, including but not limited to, the procedural and substantive provisions of Section 768.28, Fla. Stat., and Section 95.11, Fla. Stat., as amended from time to time.

The Indemnifying Party'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 the Indemnifying Party. The Indemnifying Party's inability to evaluate liability or its evaluation of liability, shall not excuse the Indemnifying Party's duty to defend and indemnify within 7 days after such notice is given by the Village by registered mail. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by the Indemnifying Party. The Indemnifying Party shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Indemnifying Party of a claim shall not release the Indemnifying Party of the above duty to defend and indemnify.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INDEMNIFYING PARTY

By:_____
Indemnifying Party
Iglesia de Dios Ebenezer Internacional, Inc.
by its president, Samuel Beltre
Printed Name of Indemnifying Party

VILLAGE OF PALM SPRINGS

By:_____

ATTEST

_____
KIMBERLY M. WYNN, VILLAGE CLERK

SECTION 14 – CONSISTENCY WITH PALM SPRINGS CRA COMMUNITY REDEVELOPMENT PLAN

CRA District: _____

ATTACH NARRATIVE AS ADDITIONAL PAGE(s) to address the following:

1) Detailed Description of Proposal's Consistency with Five (5) Key Goals of CRA

2) Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District

3) Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA

CFN 20200303919
OR BK 31671 PG 745
RECORDED 08/21/2020 14:24:26
Palm Beach County, Florida
AMT 10.00
DEED DOC 0.70
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 0745-0747; (3Pgs)

Prepared by:

Name: Sandra K. Artreche, Esq.
Address: 335 Goosecreek Drive
Winter Springs, FL 32708

After Recording Return to:

Name: Sandra K. Artreche, Esq.
Address: 335 Goosecreek Drive
Winter Springs, FL 32708

Space above this line for Recorder's Use

CHURCH OF GOD FLORIDA QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS QUITCLAIM DEED, made this 7th day of August, 2020, by and between **SPANISH CHURCH OF GOD AT LAKE WORTH** f/k/a **IGLESIA DE DIOS EL FARO** of Palm Beach County, State of Florida (hereinafter known as the "Grantor") and **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** of Palm Beach County, State of Florida whose mailing address is 3724 Elizabeth Street, Palm Beach, Florida 33461-3658 (hereinafter known as "Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of ten dollars ($10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby releases, remises, and quitclaims unto the Grantee, and Grantee's successors, heirs, and assigns forever, all the right, title, and interest of the Grantor, if any, to the following described land, situated, lying and being in Palm Beach County, Florida with a Parcel Control Number of **70-43-44-19-08-000-0522** and located at **3724 Elizabeth Street, Palm Springs, FL 33461**, to wit:

THE SOUTH ½ OF LOT 52, LAKE ECHO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 41, PUBLIC RECORDS OF PALM BEACH COUTY, FLORIDA AND THE NORTH ½ OF LOT 52 AND ALL OF LOTS 53, 54, 55, 56, 57, AND 58, LAKE ECHO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 41, PUBLIC RECORDS OF PALM BEACH COUTY, FLORIDA. LOTS 50 and 51, LAKE ECHO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, unto the Local Board of Trustees of the **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** located at 3724 Elizabeth Street, Palm Springs, FL 33461 in Palm Beach County (the "Local Board of Trustees"), as trustees and to their successors in trust and to the Church of God Southeastern Hispanic Region, Inc. with an address at 7712 Chelsea Street East, Tampa, Florida 33610, for the exclusive use and benefit of the Church of God, Cleveland, Tennessee.

The Local Board of Trustees and the Church of God Southeastern Hispanic Region, Inc. shall hold title to, manage and control the said real estate for general use and benefit of the Church of God, having its general headquarters in Cleveland, Tennessee and for the particular use and benefit of the local congregation of the said the **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** located at 3724 Elizabeth Street, Palm Springs, FL 33461.

The said Local Board of Trustees and the Church of God Southeastern Hispanic Region, Inc. shall have full right, power and authority to sell, exchange, transfer and convey said property or to borrow money and pledge the said real estate for the repayment of the same and execute all necessary deeds, conveyances and so forth, provided the proposition shall first be presented to a regular or called conference, of the said local church, preside over and approved by the regional administrative bishop of the **Church of God Southeastern Hispanic Region, Inc.**, a subsidiary of the Church of God having their headquarters in Cleveland, Tennessee, or one whom he may appoint, and the project approved by two-thirds of all members of the said local congregation present and voting certification is to be given in writing by the administrative bishop of the Church of God Southeastern Hispanic Region, Inc. that this transaction is in the best interest of the Church of God (Cleveland, Tennessee) provided that he approves such transaction.

If the **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** located at 3724 Elizabeth Street, Palm Springs, FL 33461 shall at any time cease to function, or exist, or act contrary to Church of God polity, or separate from the Church of God (Cleveland, Tennessee), then said trustees shall hold title to said real estate including personal property for the Church of God (Cleveland, Tennessee) generally in the state of Florida; said trustees shall convey the said real estate upon demand to the Church of God Southeastern Hispanic Region, Inc. which said regional board shall be authorized to either use said real estate and personal property, or the proceeds derived from the sale of same (said regional board being authorized to sell and convey the said real estate and personal property at any time after title is vested in it), for the use and benefit of the Church of God Southeastern Hispanic Region, Inc., or for the promotion of one already existing.

If at any time the Local Board of Trustees shall cease to exist or to perform its duties for any reason, then the administrative bishop of the Church of God Southeastern Hispanic Region, Inc. in Florida shall have the right to declare all offices on the said board vacant, and the Regional board of Trustees of the **Church of God Southeastern Hispanic Region, Inc.** shall automatically hold title to said property as evidenced by an appropriate instrument filed in Palm Beach County, Florida.

The limitations set forth herein are those appearing in the Minutes of The General Assembly of the Church of God more currently in effect and said Minutes are expressly incorporated herein by reference. The express trust interest created herein in behalf of Church of God, regarding both real and personal property is irrevocable, unless agreed to in writing by Church of God.

This is not a certified copy

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed the day and year first above written.

Dr. Otoniel Colins, Administrative Bishop
SPANISH CHURCH OF GOD AT LAKE WORTH, AS GRANTOR

Signed, sealed and delivered in the presence of:

Rev. Tomas Acevedo, Witness

Rev. Carlos Betancourt, Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

On the 7th day of August, 2020 the foregoing instrument was acknowledged before me by Dr. Otoniel Collins, as Administrative Bishop for the Spanish Church of God at Lake Worth, grantor by means of □ physical presence or [XX] online notarization and witnessed said signature by Rev. Carlos Betancourt, and Rev. Tomas Acevedo, by means of □ physical presence or [XX] online notarization who are personally known to me who, having been duly sworn, acknowledged the execution of the foregoing document.

SANDRA K. ARTRECHE, ESQ.
NOTARY PUBLIC
Commission No.: GG 124606
Expiration July 16, 2021

Notary Public State of Florida
Sandra K Artreche
My Commission GG 124606
Expires 07/16/2021

CFN 20200321237
OR BK 31704 PG 1339
RECORDED 09/01/2020 13:32:27
Palm Beach County, Florida
AMT 10.00
DEED DOC 0.70
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 1339-1341; (3Pgs)

Prepared by:

Name: Sandra K. Artreche, Esq.
Address: 335 Goosecreek Drive
Winter Springs, FL 32708

After Recording Return to:

Name: Sandra K. Artreche, Esq.
Address: 335 Goosecreek Drive
Winter Springs, FL 32708

Space above this line for Recorder's Use

This is not a certified copy

CHURCH OF GOD FLORIDA QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS QUITCLAIM DEED, made this 7th day of August, 2020, by and between **SPANISH CHURCH OF GOD AT LAKE WORTH** f/k/a **IGLESIA DE DIOS EL FARO** of Palm Beach County, State of Florida (hereinafter known as the "Grantor") and **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** of Palm Beach County, State of Florida whose mailing address is 3724 Elizabeth Street, Palm Beach, Florida 33461-3658 (hereinafter known as "Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of ten dollars ($10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby releases, remises, and quitclaims unto the Grantee, and Grantee's successors, heirs, and assigns forever, all the right, title, and interest of the Grantor, if any, to the following described land, situated, lying and being in Palm Beach County, Florida with a Parcel Control Number of **70-43-44-19-08-000-0521** to wit:

> THE SOUTH ½ OF LOT 52, LAKE ECHO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 41, PUBLIC RECORDS OF PALM BEACH COUTY, FLORIDA TOGETHER WITH THE PRIVATE ALLEY NORTH AND ADJACENT TO LOT 52, LAKE ECHO, RECORDED IN PLAT BOOK 21, PAGE 41, PUBIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, unto the Local Board of Trustees of the **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** located at 3724 Elizabeth Street, Palm Springs, FL 33461 in Palm Beach County (the "Local Board of Trustees"), as trustees and to their successors in trust and to the Church of God Southeastern Hispanic Region, Inc. with an address at 7712 Chelsea Street East, Tampa, Florida 33610, for the exclusive use and benefit of the Church of God, Cleveland, Tennessee.

The Local Board of Trustees and the Church of God Southeastern Hispanic Region, Inc. shall hold title to, manage and control the said real estate for general use and benefit of the Church of God, having its general headquarters in Cleveland, Tennessee and for the particular use and benefit of the local congregation of the said the **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** located at 3724 Elizabeth Street, Palm Springs, FL 33461.

The said Local Board of Trustees and the Church of God Southeastern Hispanic Region, Inc. shall have full right, power and authority to sell, exchange, transfer and convey said property or to borrow money and pledge the said real estate for the repayment of the same and execute all necessary deeds, conveyances and so forth, provided the proposition shall first be presented to a regular or called conference, of the said local church, preside over and approved by the regional administrative bishop of the **Church of God Southeastern Hispanic Region, Inc.**, a subsidiary of the Church of God having their headquarters in Cleveland, Tennessee, or one whom he may appoint, and the project approved by two-thirds of all members of the said local congregation present and voting certification is to be given in writing by the administrative bishop of the Church of God Southeastern Hispanic Region, Inc. that this transaction is in the best interest of the Church of God (Cleveland, Tennessee) provided that he approves such transaction.

If the **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** located at 3724 Elizabeth Street, Palm Springs, FL 33461 shall at any time cease to function, or exist, or act contrary to Church of God polity, or separate from the Church of God (Cleveland, Tennessee), then said trustees shall hold title to said real estate including personal property for the Church of God (Cleveland, Tennessee) generally in the state of Florida; said trustees shall convey the said real estate upon demand to the Church of God Southeastern Hispanic Region, Inc. which said regional board shall be authorized to either use said real estate and personal property, or the proceeds derived from the sale of same (said regional board being authorized to sell and convey the said real estate and personal property at any time after title is vested in it), for the use and benefit of the Church of God Southeastern Hispanic Region, Inc., or for the promotion of one already existing.

If at any time the Local Board of Trustees shall cease to exist or to perform its duties for any reason, then the administrative bishop of the Church of God Southeastern Hispanic Region, Inc. in Florida shall have the right to declare all offices on the said board vacant, and the Regional board of Trustees of the **Church of God Southeastern Hispanic Region, Inc.** shall automatically hold title to said property as evidenced by an appropriate instrument filed in Palm Beach County, Florida.

The limitations set forth herein are those appearing in the Minutes of The General Assembly of the Church of God more currently in effect and said Minutes are expressly incorporated herein by reference. The express trust interest created herein in behalf of Church of God, regarding both real and personal property is irrevocable, unless agreed to in writing by Church of God.

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

This is not a certified copy

IN WITNESS WHEREOF, the said Grantor has signed and sealed the day and year first above written.

Dr. Otoniel Colins, Administrative Bishop
SPANISH CHURCH OF GOD AT LAKE WORTH, AS GRANTOR

Signed, sealed and delivered in the presence of:

Rev. Tomas Acevedo, Witness

Rev. Carlos Betancourt, Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

On the 7th day of August, 2020 the foregoing instrument was acknowledged before me by Dr. Otoniel Collins, as Administrative Bishop for the Spanish Church of God at Lake Worth, grantor by means of □ physical presence or [XX] online notarization and witnessed said signature by Rev. Carlos Betancourt, and Rev. Tomas Acevedo, by means of □ physical presence or [XX] online notarization who are personally known to me who, having been duly sworn, acknowledged the execution of the foregoing document.

SANDRA K. ARTRECHE, ESQ.
NOTARY PUBLIC
Commission No.: GG 124606
Expiration July 16, 2021

Notary Public State of Florida
Sandra K Artreche
My Commission GG 124606
Expires 07/16/2021

CFN 20200303923
OR BK 31671 PG 756
RECORDED 08/21/2020 14:27:03
Palm Beach County, Florida
AMT 10.00
DEED DOC 0.70
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 0756-0758; (3Pgs)

Prepared by:

Name: Sandra K. Artreche, Esq.
Address: 335 Goosecreek Drive
Winter Springs, FL 32708

After Recording Return to:

Name: Sandra K. Artreche, Esq.
Address: 335 Goosecreek Drive
Winter Springs, FL 32708

Space above this line for Recorder's Use

This is not a certified copy

CHURCH OF GOD FLORIDA QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS QUITCLAIM DEED, made this 7th day of August, 2020, by and between **SPANISH CHURCH OF GOD AT LAKE WORTH** f/k/a **IGLESIA DE DIOS EL FARO** of Palm Beach County, State of Florida (hereinafter known as the "Grantor") and **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** of Palm Beach County, State of Florida whose mailing address is 3724 Elizabeth Street, Palm Beach, Florida 33461-3658 (hereinafter known as "Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of ten dollars ($10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby releases, remises, and quitclaims unto the Grantee, and Grantee's successors, heirs, and assigns forever, all the right, title, and interest of the Grantor, if any, to the following described land, situated, lying and being in Palm Beach County, Florida with a Parcel Control Number of **70-43-44-19-08-000-0522** and located at **3724 Elizabeth Street, Palm Springs, FL 33461**, to wit:

> THE SOUTH ½ OF LOT 52, LAKE ECHO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 41, PUBLIC RECORDS OF PALM BEACH COUTY, FLORIDA AND THE NORTH ½ OF LOT 52 AND ALL OF LOTS 53, 54, 55, 56, 57, AND 58, LAKE ECHO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGE 41, PUBLIC RECORDS OF PALM BEACH COUTY, FLORIDA. LOTS 50 and 51, LAKE ECHO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, unto the Local Board of Trustees of the **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** located at 3724 Elizabeth Street, Palm Springs, FL 33461 in Palm Beach County (the "Local Board of Trustees"), as trustees and to their successors in trust and to the Church of God Southeastern Hispanic Region, Inc. with an address at 7712 Chelsea Street East, Tampa, Florida 33610, for the exclusive use and benefit of the Church of God, Cleveland, Tennessee.

THIS INSTRUMENT PREPARED BY

The Local Board of Trustees and the Church of God Southeastern Hispanic Region, Inc. shall hold title to, manage and control the said real estate for general use and benefit of the Church of God, having its general headquarters in Cleveland, Tennessee and for the particular use and benefit of the local congregation of the said the **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** located at 3724 Elizabeth Street, Palm Springs, FL 33461.

The said Local Board of Trustees and the Church of God Southeastern Hispanic Region, Inc. shall have full right, power and authority to sell, exchange, transfer and convey said property or to borrow money and pledge the said real estate for the repayment of the same and execute all necessary deeds, conveyances and so forth, provided the proposition shall first be presented to a regular or called conference, of the said local church, preside over and approved by the regional administrative bishop of the **Church of God Southeastern Hispanic Region, Inc.**, a subsidiary of the Church of God having their headquarters in Cleveland, Tennessee, or one whom he may appoint, and the project approved by two-thirds of all members of the said local congregation present and voting certification is to be given in writing by the administrative bishop of the Church of God Southeastern Hispanic Region, Inc. that this transaction is in the best interest of the Church of God (Cleveland, Tennessee) provided that he approves such transaction.

If the **IGLESIA DE DIOS EBENEZER INTERNACIONAL, INC.** located at 3724 Elizabeth Street, Palm Springs, FL 33461 shall at any time cease to function, or exist, or act contrary to Church of God polity, or separate from the Church of God (Cleveland, Tennessee), then said trustees shall hold title to said real estate including personal property for the Church of God (Cleveland, Tennessee) generally in the state of Florida; said trustees shall convey the said real estate upon demand to the Church of God Southeastern Hispanic Region, Inc. which said regional board shall be authorized to either use said real estate and personal property, or the proceeds derived from the sale of same (said regional board being authorized to sell and convey the said real estate and personal property at any time after title is vested in it), for the use and benefit of the Church of God Southeastern Hispanic Region, Inc., or for the promotion of one already existing.

If at any time the Local Board of Trustees shall cease to exist or to perform its duties for any reason, then the administrative bishop of the Church of God Southeastern Hispanic Region, Inc. in Florida shall have the right to declare all offices on the said board vacant, and the Regional board of Trustees of the **Church of God Southeastern Hispanic Region, Inc.** shall automatically hold title to said property as evidenced by an appropriate instrument filed in Palm Beach County, Florida.

The limitations set forth herein are those appearing in the Minutes of The General Assembly of the Church of God more currently in effect and said Minutes are expressly incorporated herein by reference. The express trust interest created herein in behalf of Church of God, regarding both real and personal property is irrevocable, unless agreed to in writing by Church of God.

This is not a certified copy

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed the day and year first above written.

Dr. Otoniel Colins, Administrative Bishop
SPANISH CHURCH OF GOD AT LAKE WORTH, AS GRANTOR

Signed, sealed and delivered in the presence of:

Rev. Tomas Acevedo, Witness

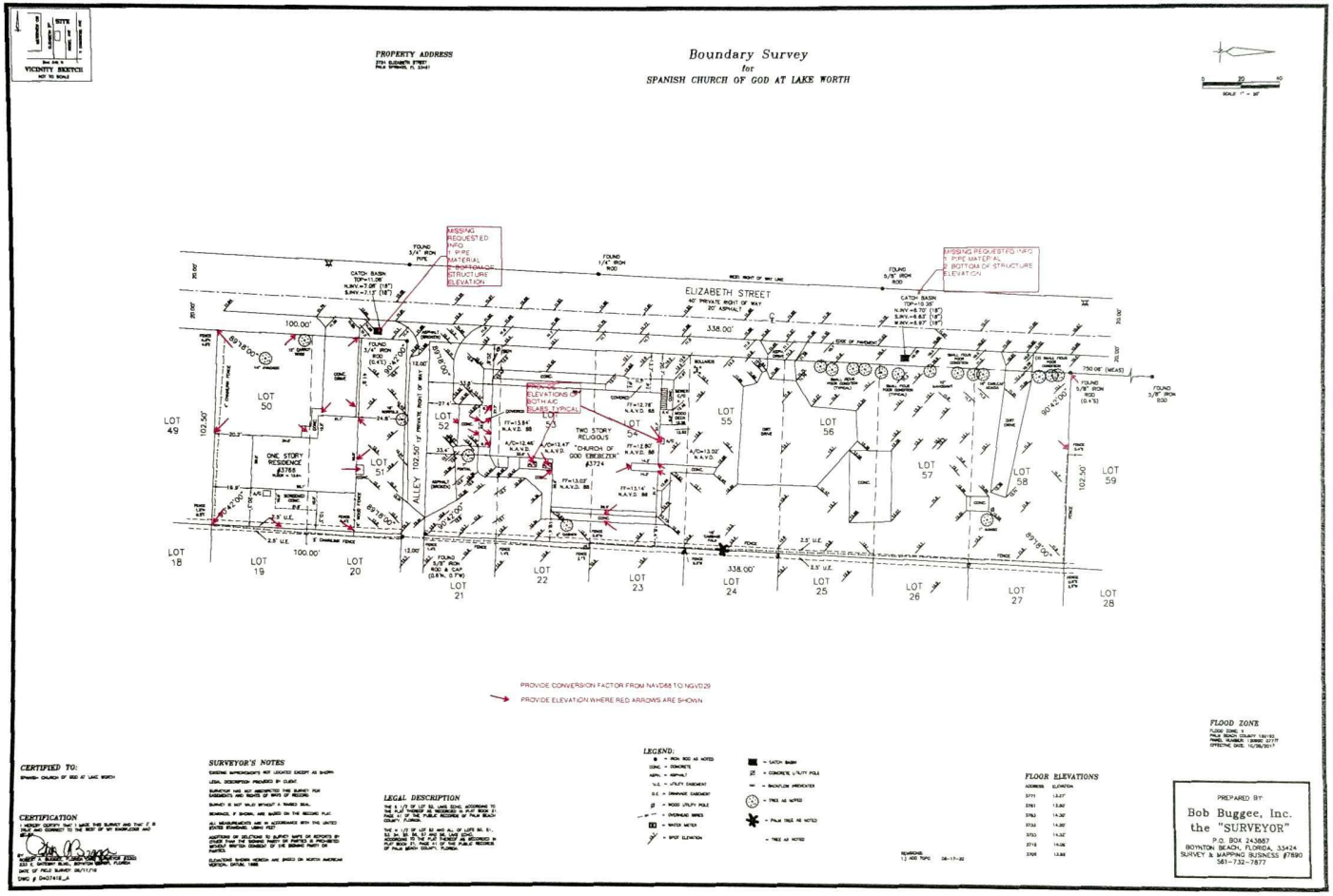
Rev. Carlos Betancourt, Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

On the 7th day of August, 2020 the foregoing instrument was acknowledged before me by Dr. Otoniel Collins, as Administrative Bishop for the Spanish Church of God at Lake Worth, grantor by means of □ physical presence or [XX] online notarization and witnessed said signature by Rev. Carlos Betancourt, and Rev. Tomas Acevedo, by means of □ physical presence or [XX] online notarization who are personally known to me who, having been duly sworn, acknowledged the execution of the foregoing document.

SANDRA K. ARTRECHE, ESQ.
NOTARY PUBLIC
Commission No.: GG 124606
Expiration July 16, 2021

Notary Public State of Florida
Sandra K Artreche
My Commission GG 124606
Expires 07/16/2021


VICINITY SKETCH
NOT TO SCALE
PROPERTY ADDRESS
Boundary Survey
for
SPANISH CHURCH OF GOD AT LAKE WORTH
SCALE 1" = 20'
MISSING REQUESTED INFO.
1) PIPE MATERIAL
2) BOTTOM OF STRUCTURE ELEVATION
ELIZABETH STREET
40' PRIVATE RIGHT OF WAY
20' ASPHALT
ALLEY
20' PRIVATE RIGHT OF WAY
ONE STORY RESIDENCE #3766
TWO STORY RELIGIOUS "CHURCH OF GOD EBENEZER" #3724
PROVIDE ELEVATIONS OF FINISH FLOOR SLABS (TYPICAL)
LOT 49
LOT 50
LOT 51
LOT 52
LOT 53
LOT 54
LOT 55
LOT 56
LOT 57
LOT 58
LOT 59
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
338.00'
100.00'
102.50'
PROVIDE CONVERSION FACTOR FROM NAVD88 TO NGVD29
PROVIDE ELEVATION WHERE RED ARROWS ARE SHOWN
CERTIFIED TO:
SURVEYOR'S NOTES
LEGAL DESCRIPTION
LEGEND:
FLOOR ELEVATIONS
FLOOD ZONE
PREPARED BY:
Bob Buggee, Inc.
the "SURVEYOR"
P.O. BOX 243867
BOYNTON BEACH, FLORIDA, 33424
SURVEY & MAPPING BUSINESS #7890
561-732-7877

Village of Palm Springs
"a great place to call home"
Planning, Zoning & Building

226 Cypress Lane • Palm Springs, Florida 33461-1699
561.965.4016 • Fax 561.439.4132

May 11, 2021

TO: Utility Companies

Re: Abandonment of Elizabeth Street, north of 2nd Avenue North
PCN: 70-43-44-19-08-000-1050

The Iglesia de Dios Ebenezer International, Inc. is initiating abandonment of a parcel of land located on Elizabeth Street, north of 2nd Avenue North (see attached location map). It has been found that the property does not contribute to the roadway system and does not benefit the community as a whole. Rather, it serves only adjacent property owner.

This serves as formal notice of the abandonment for your review. Upon Village Council action, the subject area will revert to the adjacent property owner, Iglesia De Dios Ebenezer International Inc, abutting on both sides.

There are no known utilities within the property; however, if your records indicate that facilities are within this area, please indicate whether you will require Iglesia De Dios Ebenezer International to dedicate an easement or relocate the utilities.

Please indicate that you have no concern/objection to the abandonment.

If you have any questions, please contact me at 561-434-5090 or icabrera@vpsfl.org

Sincerely,

Iramis Cabrera

Iramis Cabrera
Planning, Zoning and Building Interim Director

UTILITY ACKNOWLEDGEMENT:

We do not object to the abandonment.

Name: James Woolley
Title: Field Planning Engineer
Utility Company: Lake Worth Beach Utilities
Date: 5/17/2021

Village of Palm Springs

"a great place to call home"

Planning, Zoning & Building

226 Cypress Lane • Palm Springs, Florida 33461-1699
561.965.4016 • Fax 561.439.4132

May 11, 2021

TO: Utility Companies

Re: Abandonment of Elizabeth Street, north of 2nd Avenue North
PCN: 70-43-44-19-08-000-1050

The Iglesia de Dios Ebenezer International, Inc. is initiating abandonment of a parcel of land located on Elizabeth Street, north of 2nd Avenue North (see attached location map). It has been found that the property does not contribute to the roadway system and does not benefit the community as a whole. Rather, it serves only adjacent property owner.

This serves as formal notice of the abandonment for your review. Upon Village Council action, the subject area will revert to the adjacent property owner, Iglesia De Dios Ebenezer International Inc, abutting on both sides.

There are no known utilities within the property; however, if your records indicate that facilities are within this area, please indicate whether you will require Iglesia De Dios Ebenezer International to dedicate an easement or relocate the utilities.

Please indicate that you have no concern/objection to the abandonment.

If you have any questions, please contact me at 561-434-5090 or icabrera@vpsfl.org

Sincerely,

Iramis Cabrera.

Iramis Cabrera
Planning, Zoning and Building Interim Director

UTILITY ACKNOWLEDGEMENT:

We do not object to the abandonment.

Name: [signature]

Title: Utility Inspector

Utility Company: Village of Palm Springs

Date: 5-17-21

Village of Palm Springs
"a great place to call home"
Planning, Zoning & Building

226 Cypress Lane • Palm Springs, Florida 33461-1699
561.965.4016 • Fax 561.439.4132

May 11, 2021

TO: Utility Companies

Re: Abandonment of Elizabeth Street, north of 2nd Avenue North
PCN: 70-43-44-19-08-000-1050

The Iglesia de Dios Ebenezer International, Inc. is initiating abandonment of a parcel of land located on Elizabeth Street, north of 2nd Avenue North (see attached location map). It has been found that the property does not contribute to the roadway system and does not benefit the community as a whole. Rather, it serves only adjacent property owner.

This serves as formal notice of the abandonment for your review. Upon Village Council action, the subject area will revert to the adjacent property owner, Iglesia De Dios Ebenezer International Inc, abutting on both sides.

There are no known utilities within the property; however, if your records indicate that facilities are within this area, please indicate whether you will require Iglesia De Dios Ebenezer International to dedicate an easement or relocate the utilities.

Please indicate that you have no concern/objection to the abandonment.

If you have any questions, please contact me at 561-434-5090 or icabrera@vpsfl.org

Sincerely,

Iramis Cabrera
Planning, Zoning and Building Interim Director

UTILITY ACKNOWLEDGEMENT:

We do not object to the abandonment.

Name: Anthony Springsteel

Title: Construction Supervisor

Utility Company: Comcast

Date: 5/21/21

5/24/2021

To Sandra Artreche,

Let this email serve to inform you that Florida Public Utilities Company has no concern/objection to the abandonment of the attached referenced property.

Thank you for the consideration.

If you have any questions or concerns, please feel free to contact me any time at brodriguez@chpk.com.

Billy Rodriguez
Florida Public Utilities Comp.
Engineering
brodriguez@chpk.com

Village of Palm Springs
"a great place to call home"
Planning, Zoning & Building

226 Cypress Lane • Palm Springs, Florida 33461-1699
561.965.4016 • Fax 561.439.4132

May 11, 2021

TO: Utility Companies

Re: Abandonment of Elizabeth Street, north of 2nd Avenue North
PCN: 70-43-44-19-08-000-1050

The Iglesia de Dios Ebenezer International, Inc. is initiating abandonment of a parcel of land located on Elizabeth Street, north of 2nd Avenue North (see attached location map). It has been found that the property does not contribute to the roadway system and does not benefit the community as a whole. Rather, it serves only adjacent property owner.

This serves as formal notice of the abandonment for your review. Upon Village Council action, the subject area will revert to the adjacent property owner, Iglesia De Dios Ebenezer International Inc, abutting on both sides.

There are no known utilities within the property; however, if your records indicate that facilities are within this area, please indicate whether you will require Iglesia De Dios Ebenezer International to dedicate an easement or relocate the utilities.

Please indicate that you have no concern/objection to the abandonment.

If you have any questions, please contact me at 561-434-5090 or icabrera@vpsfl.org

Sincerely,

Iramis Cabrera

Iramis Cabrera
Planning, Zoning and Building Interim Director

UTILITY ACKNOWLEDGEMENT:

We do not object to the abandonment.

Name: _____

Title: Engineer

Utility Company: At&t

Date: 5/21/2021

ORB 11482 Pg 272 - 2/21/2003 RESOLUTION ABANDONING

PL 19460000 73

This is not a certified copy

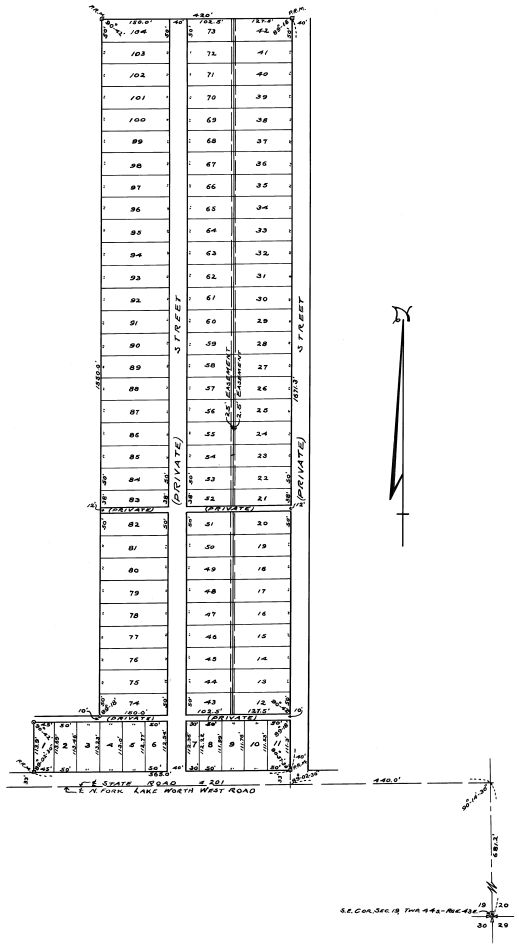
41

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss
This Plat was filed for record on 2-15 A.D. 1946 at 2 P. M. and duly recorded in Plat Book No. 27 on page 41
J. ALEX ARMENTE, Clerk Circuit Court
By Marjorie B. Rice D. C.

LAKE ECHO

A RESUBDIVISION
OF
PARTS OF TRACTS 52 & 53 OF THE
SUBDIVISION OF SEC. 19, TWP. 44 S. — RGE. 43 E.
PALM BEACH COUNTY, FLORIDA
AS RECORDED IN PLAT BOOK 6, PAGE 66.

SCALE: 1" = 100' OCT. 1946.



DEDICATION

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

KNOW ALL MEN BY THESE PRESENTS that Wm. F. Riedel and Elizabeth Riedel, his wife, the owners in fee simple of the tract of land shown hereon as "LAKE ECHO" and more particularly described as a resubdivision of parts of Tracts 53 & 53 of the subdivision of Sec. 19 Twp. 44 S, Rge. 43 E, Palm Beach County, Florida, as recorded in Plat Book 6, Page 66, have caused the same to be surveyed and platted as shown hereon, and do by these presents dedicate to the perpetual use of the public, all the Roads, Streets and Highways shown hereon, except those marked (Private), reserving unto themselves, their heirs, successors, assigns or legal representatives, the reversion or reversions of the same whenever abandoned by the public or discontinued by law.

In WITNESS WHEREOF, the said owners, Wm. F. Riedel and Elizabeth Riedel, his wife, have hereunto set their hands and seals this 31st day of October A.D. 1946.
Signed, Sealed and Delivered,
in the presence of:

William F. Riedel (SEAL)
Elizabeth Riedel (SEAL)

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

I HEREBY CERTIFY that on this day personally appeared before me Wm. F. Riedel and Elizabeth Riedel, his wife, to me well known, and known by me to be the individuals who executed the foregoing dedication and they acknowledged before me that they executed the same for the purposes therein expressed and I further certify that upon a separate and private examination apart from her husband the said Elizabeth Riedel known by me to be the wife of the said Wm. F. Riedel, acknowledged before me that she executed the said dedication freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal of said County and State this 31st day of October A.D. 1946.
My commission expires:
May 29, 1949.

Notary Public

APPROVED by the BOARD of COUNTY COMMISSIONERS
Nov. 8 1946. By J. M. Boyd
County Engineer

AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

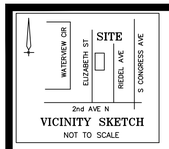
I HEREBY CERTIFY that the tract of land shown on the attached plat as "LAKE ECHO" was surveyed and platted under my direction and that said plat is a correct and true representation thereof to the best of my knowledge and belief and that Permanent Reference Monuments have been set as required by law.

Augusta A. Wisbrecht
Registered Surveyor No. 187

Subscribed and Sworn to before me this 7th day of November A.D. 1946.

Notary Public

My commission expires:
Nov. 28 1948.

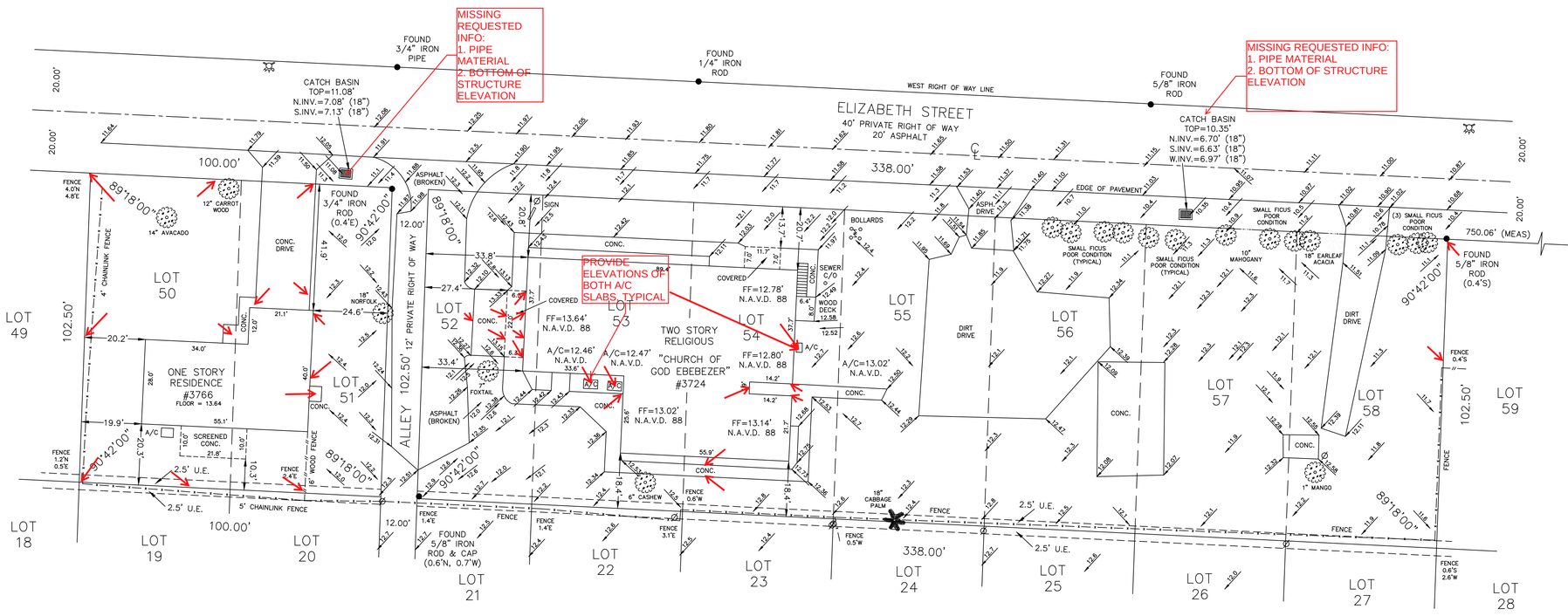


VICINITY SKETCH
NOT TO SCALE

PROPERTY ADDRESS
3724 ELIZABETH STREET
PALM SPRINGS, FL 33461

Boundary Survey
for
SPANISH CHURCH OF GOD AT LAKE WORTH

0 20 40
SCALE: 1" = 20'



PROVIDE CONVERSION FACTOR FROM NAVD88 TO NGVD29

PROVIDE ELEVATION WHERE RED ARROWS ARE SHOWN

CERTIFIED TO:
SPANISH CHURCH OF GOD AT LAKE WORTH

CERTIFICATION
I HEREBY CERTIFY THAT I MADE THIS SURVEY AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: _____
ROBERT A. BUGGEE, FLORIDA LAND SURVEYOR #3302
233 E. GATEWAY BLVD., BOYNTON BEACH, FLORIDA

DATE OF FIELD SURVEY: 06/17/19

DWG # 0407419_A

SURVEYOR'S NOTES
EXISTING IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN.

LEGAL DESCRIPTION PROVIDED BY CLIENT.

SURVEYOR HAS NOT ABSTRACTED THIS SURVEY FOR EASEMENTS AND RIGHTS OF WAYS OF RECORD.

SURVEY IS NOT VALID WITHOUT A RAISED SEAL.

BEARINGS, IF SHOWN, ARE BASED ON THE RECORD PLAT.

ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD, USING FEET.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM, 1988.

LEGAL DESCRIPTION
THE S 1/2 OF LOT 52, LAKE ECHO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 41 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE N 1/2 OF LOT 52 AND ALL OF LOTS 50, 51, 53, 54, 55, 56, 57 AND 58, LAKE ECHO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 41 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LEGEND:
- ● = IRON ROD AS NOTED
- CONC. = CONCRETE
- ASPH. = ASPHALT
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- Ø = WOOD UTILITY POLE
- OH = OVERHEAD WIRES
- = WATER METER
- 13.7 = SPOT ELEVATION
- = CATCH BASIN
- = CONCRETE UTILITY POLE
- = BACKFLOW PREVENTER
- = TREE AS NOTED
- = PALM TREE AS NOTED
- = TREE AS NOTED

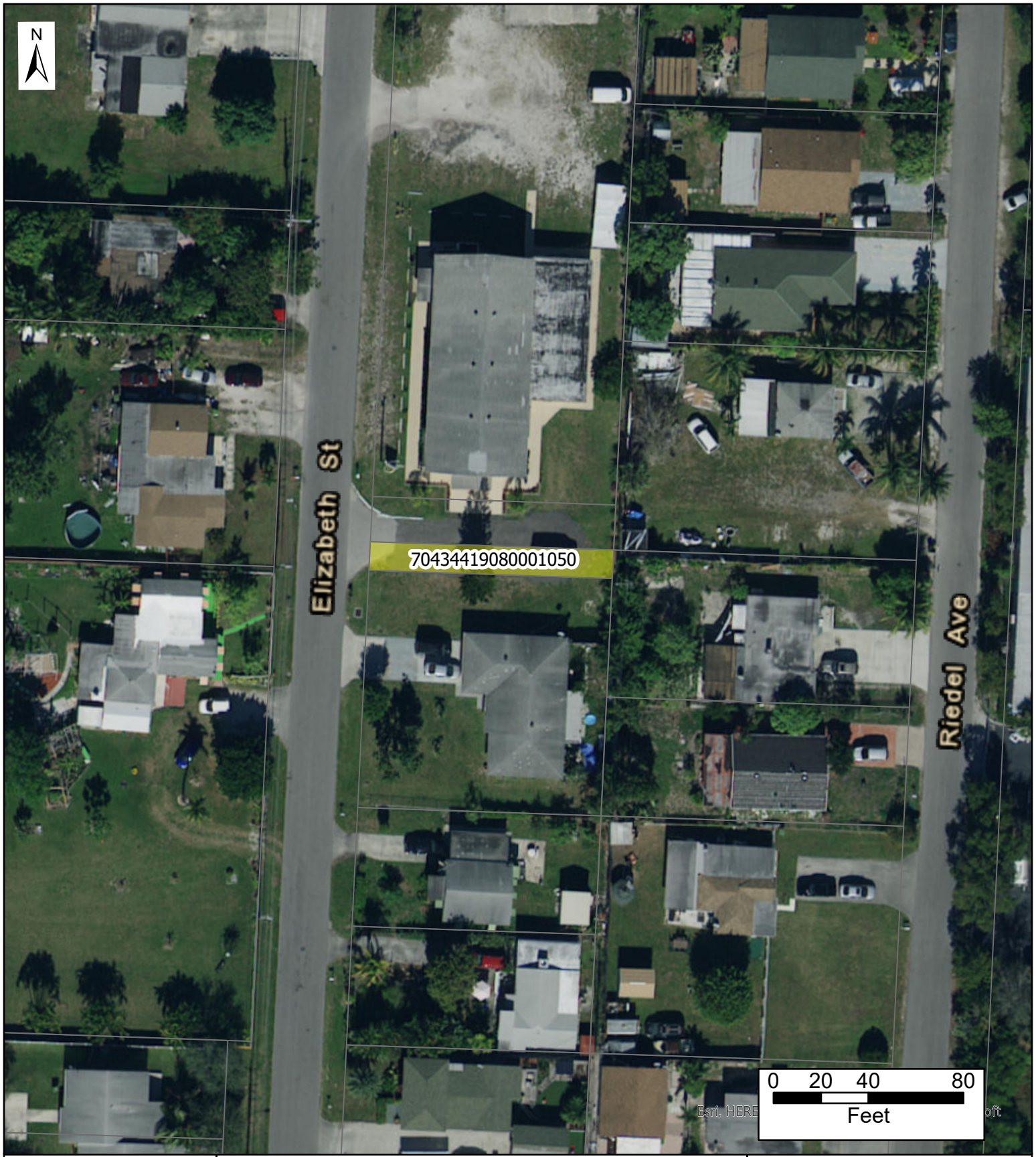
REVISIONS:
1.) ADD TOPO 06-17-20

FLOOD ZONE
FLOOD ZONE: X
PALM BEACH COUNTY 120192
PANEL NUMBER: 12099C 0777F
EFFECTIVE DATE: 10/05/2017

FLOOR ELEVATIONS

ADDRESS	ELEVATION
3771	13.27'
3761	13.60'
3763	14.30'
3733	14.20'
3723	14.32'
3715	14.05'
3705	13.95'

PREPARED BY:
Bob Buggee, Inc.
the "SURVEYOR"
P.O. BOX 243887
BOYNTON BEACH, FLORIDA, 33424
SURVEY & MAPPING BUSINESS #7890
561-732-7877



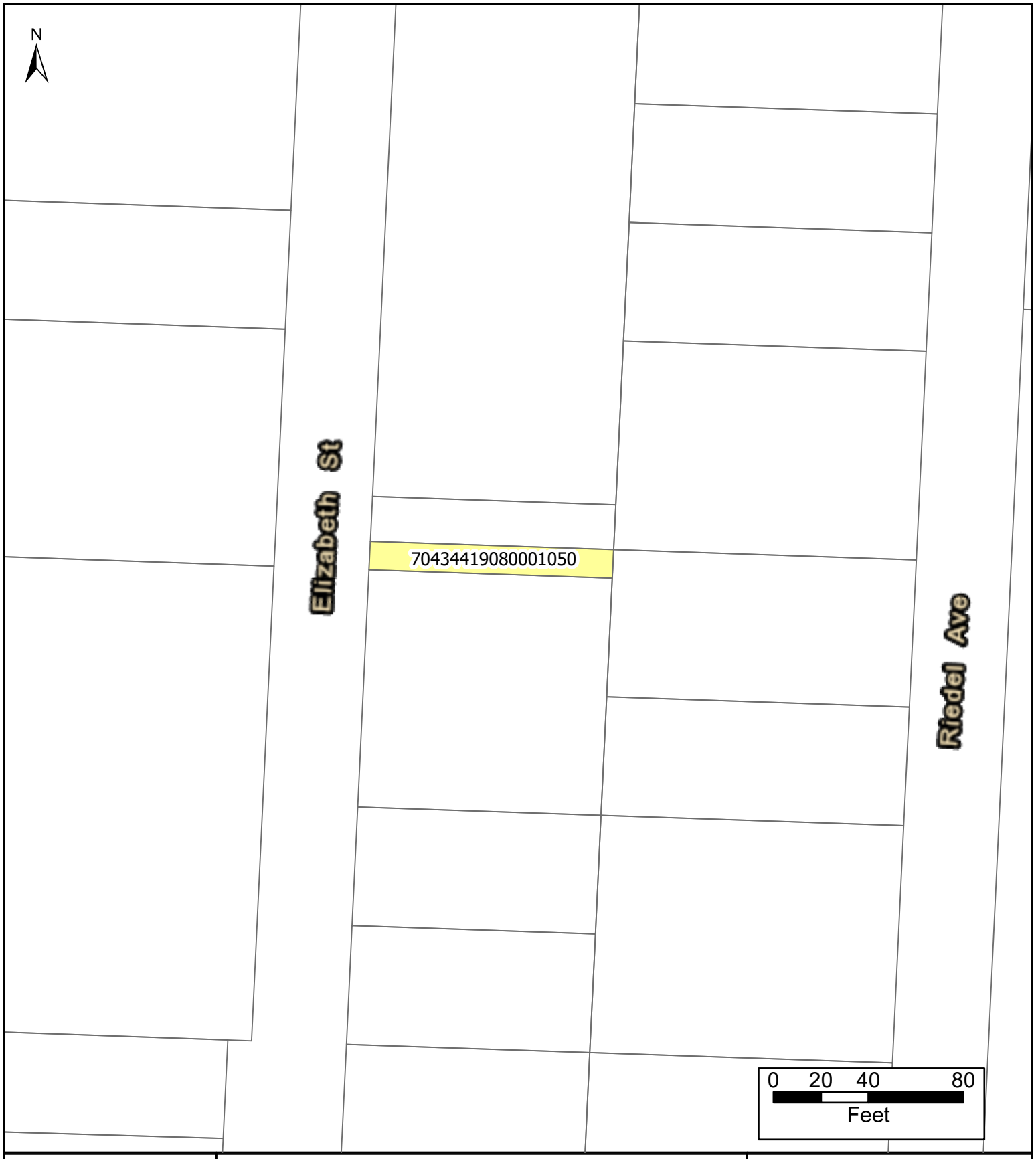
Village of Palm Springs

Elizabeth Street

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: Tax Deed Parcels and Village Limits data provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI World Imagery.



Village of Palm Springs

Elizabeth Street

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: Tax Deed Parcels and Village Limits data provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI World Imagery.

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

Notice of public hearing to be held on June 8 and 10, 2012 , in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, to consider Abandonment of Elizabeth Street Private Alley

was published in said newspaper in the issue of

May 20, 2021

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 20th day of May, 2021, by Mark J Easton, who is known to me.

Notary Public, State of Florida at Large

DEBRA J. SNODGRASS
MY COMMISSION # GG129683
EXPIRES: September 18, 2021

Legal Notice No. 38574

PUBLIC HEARING NOTICE

Notice is hereby given that the Village of Palm Springs will hold public hearings on:

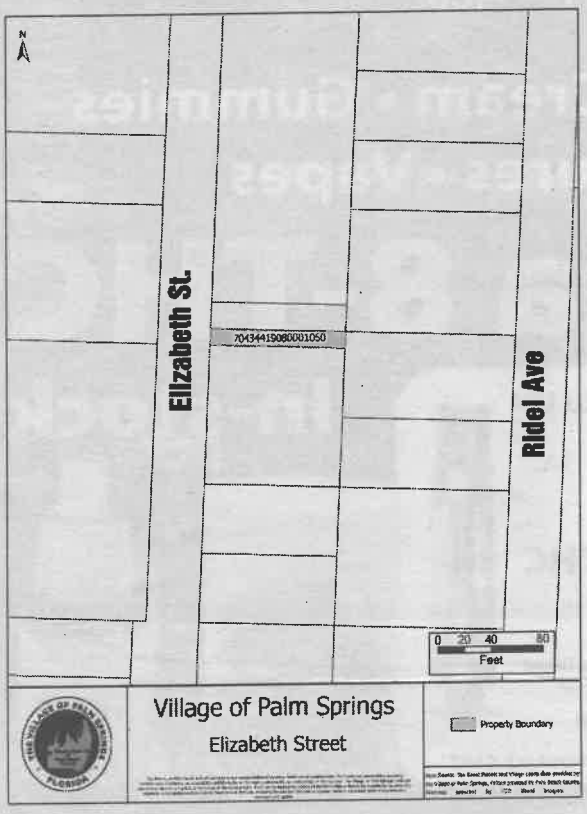
Tuesday, June 8, 2021 at 6:30 PM by **Planning & Zoning Board**
Thursday, June 10, 2021 at 6:30 PM by the **Village Council**
in the Village Hall Council of Chamber at 226 Cypress Lane. Palm Springs, FL 33461 to consider:

Abandonment of Elizabeth Street Private Alley

A request by Iglesia de Dios Ebenezer Internacional, Inc. for the Village to abandon public interest in a parcel of land located on Elizabeth Street, platted as a private alley, and shown on the plat of Lake Echo as "private" dedicated to the public, recorded at Plat Book 21, Page 41, Palm Beach County Records. The subject alley proposed for abandonment is generally located east of Elizabeth Street and +570' north of 2nd Avenue North.

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed 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 to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) days prior to the meeting to request such assistance.



VILLAGE OF PALM SPRINGS, FLORIDA
Kimberly M. Wynn, Village Clerk
Publish: The Lake Worth Herald
May 20, 2021

The Lake Worth Herald Press

1313 Central Terrace
Lake Worth, FL 33460

Invoice

Date	Invoice #
5/18/2021	L38574

Village of Palm Springs
Attn: Village Clerk
226 Cypress Lane
Palm Springs, FL 33461-1699

P.O. No.

Description	Qty	Rate	Amount
Legal Publication No. 38574 Notice of Abandonment of Elizabeth Street Private Alley Run date: 5-20-2021		161.60	161.60

Total $161.60

Questions or concerns please feel free to contact us by phone (561) 585- 9387 or via LWHPRESS@hotmail.com
If you would like to use your credit or debit card please fill out the form listed below

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account unless other wise noted.

I _____ authorize
(The Lake Worth Herald Press Inc)

To charge account indicated below for In the amount of $_____ on or after the date of _____

Rep

Judy

Credit Card Type

MC____ Visa____ Amex____ Discover____

Number: _____

Expiration Month _____ Experation Year _____

Billing Zip _____

For repeat authorization please check box

Phone #

(561) 585-9387

***PLEASE NOTE OUR NEW MAILING**

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 9.2: Ordinance No. 2021-05 - Land Use Plan Amendment (Large Scale) - 2085 South Congress Avenue and 3243 Lillian Road (Proposed Palm Springs Residences Residential Planned Development) [*First Reading*]

SUMMARY: Ms. Bonnie Miskel, Agent for M/S Congress Owner, LLC ("Applicant"), is requesting a land use plan amendment to change the future land use designation for the 18.387 gross acre property located at 3085 South Congress Avenue and 3243 Lillian Road (the former YMCA property) to facilitate a Multi-Family development project.

The requested large-scale land use and zoning amendments from existing Village designations to new Village designations that would provide for multi-family development. The property is more than 10 acres in size (18.387 acres) and is currently approved for commercial recreation purposes and is planned for urban (residential) use:

Existing Village Future Land Use	Proposed Village Future Land Use	Existing Village Zoning	Proposed Village Zoning
Other Public Facilities and Low Density Residential (up to 5.8 du/ac)	High Density Residential (up to 19 du/ac)	Residential Multi-Family (RM)	Residential Multi-Family (RM) (no change)

Note: The subject property is bound to the north and west by lands with Medium Density Land Use, to the south with Low Density Residential Land Use and to the east with Commercial land use. Further, the existing Lakeside Village Condominium, to the west, is designated with the Village's Medium Density Residential land use category (10 dwelling units per acre), but maintains a total density of 18.74 dwelling units per acre.

Note: The property is proposed to be developed as a multi-family residential planned development with two (2) waivers, which is expected to be considered by the Village Council

at a future date. Consideration of the proposed site plan may be desirable to assist in this legislative decision.

The Applicant has provided an evaluation of the additional impacts on Public Services and Facilities created by the requested land use category. Village consultants and staff have identified three (3) main areas of concern related to the proposed project:

- The Congress Avenue/Forest Hill Boulevard intersection is currently operating at level of Service F during both peak hours, and the northbound left (west) turn queue exceeds the length of the turn lane. While the maximum intensity of the land use category generates a reduction in traffic impacts, the proposed residential development generates an additional 445 daily trips over the existing YMCA. The Applicant is requested to mitigate these impacts by covering the cost of converting the existing protected only left turn signal phasing to flashing yellow protected/permissive signal phasing on both the north and southbound approaches.
- John I. Leonard High School is currently over capacity by 654 students and CO. The proposed project will generate and additional 11 high school students. The School District recommends that the developer provide a (voluntary) monetary contribution of $151,910 to address the school capacity deficiency.
- Village Police services will be impacted by the proposed rental community and the proposed addition of 400 to 900 new residents, per the Police Chief, and is expected to necessitate the hiring of 1 to 2 additional new police officers. The estimated $34,795.20 law enforcement impact fee contribution (a one-time payment for capital item, based on current rate - $52,702.32 based on consultant's proposed rate) will not be sufficient to mitigate the demand on police services (a new officer and associated equipment costs about $100,000 with recurring annual costs).

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 of compatibility, impact on services and need for the land use to fulfill Village redevelopment and growth objectives.

The proposed land use plan amendment was submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) and no comments were received.

The Planning & Zoning Board considered the requested land use amendment during their regular meeting on May 11, 2021 and recommended approval (vote 3-2).

The Local Planning Agency (LPA) will consider this land use amendment during their meeting on June 10, 2021 and their recommendation will be shared with the Village Council prior to consideration of 1st reading of the ordinance.

Additionally, if approved on 1st Reading, the proposed comprehensive plan amendment (large-scale land use change) will be forwarded for state and regional agency review,

including the Florida Department of Economic Opportunity (DEO) and the South Florida Water Management District (SFWMD). If no objections to the proposed amendment are received, the proposed ordinance will be presented to the Village Council to be considered for 2nd and final reading by the Village Council during a future (expected August/September 2021) meeting.

FISCAL IMPACT:

The proposed land use amendment does not have a direct fiscal impact to the Village; however, it may assist in facilitating the development of the property, which will bring increased ad valorem value to the Village.

Additionally, the property is located within the Congress Avenue District of the Palm Springs CRA. Thus, potential tax increment funding generated from this property would be directed to the CRA Trust Fund, which has been earmarked for capital projects within the Congress Avenue District.

Note: The proposed apartments' residents are expected to generate impacts to Village services, including Police, Parks and Recreation and Library services, and there have been discussions with the applicant that these costs may not be offset by revenues from this proposed development.

ATTACHMENTS:

Proposed Ord No. 2021-05 - Comprehensive Plan Amendment (Large Scale) 2085 South Congress Avenue and 3243 Lillian Road
Exhibit "A" - Staff Report and Recommended Conditions of Approval
Applicant's Future Land Use Map Amendment Analysis and Justification
Site Plan, Civil Plans, Landscape Plans, Architectural Plans & Letters (for informational purposes only)
Colored Site Plan and Rendering (for informational purposes only)
School Capacity Availability Determination
FDOT Pre-Application Approval Letter
Proposed Median Improvements
Legal Description and Survey
Aerial Map, Location Map and Future Land Use Map
Letters to Support or Oppose

ORDINANCE NO. 2021-05

(Land Use Plan Amendment Large Scale)

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT, BEING SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, PROVIDING FOR THE AMENDMENT OF THE VILLAGE'S FUTURE LAND USE MAP PURSUANT TO THE EXPEDITED STATE REVIEW PROCESS (LARGE SCALE AMENDMENT), FOR THE PURPOSE OF INCLUDING THE 18.387 GROSS ACRES PROPERTY LOCATED AT 2085 S. CONGRESS AVENUE AND 3243 LILLIAN ROAD, AS "HIGH DENSITY RESIDENTIAL" ON THE VILLAGE'S FUTURE LAND USE MAP; AND SAID PROPERTY TO BE CONCURRENTLY DESIGNATED WITHIN A LAND DEVELOPMENT "RESIDENTIAL MULTI-FAMILY (RM)" ZONING DISTRICT ON THE VILLAGE'S OFFICIAL ZONING MAP; PROVIDING FOR DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER PURPOSES.

WHEREAS, the Village Council ("Council") of the Village of Palm Springs, Florida ("Village"), recognizes the need to plan for orderly growth and development; and

WHEREAS, Chapter 163, Florida Statutes, provides for amendments to the Village's adopted Comprehensive Plan; and

WHEREAS, an application for a large scale Comprehensive Plan Amendment has been filed with the Village, as more particularly set forth in the attached **Exhibit "A"**, proposing to amend the Village's Future Land Use Map ("FLUM"); and

WHEREAS, at a duly advertised public hearing, the Village's Local Planning Agency ("LPA") reviewed the proposed Plan Amendment as required by Section 163.3174(4)(a), Florida Statutes, and recommended to the Council that the proposed Plan Amendment as set forth in the attached **Exhibit "A"** be adopted; and

WHEREAS, the Council considered the recommendations of the LPA at a duly advertised public hearing on May 27, 2021, June 3, 2021 and June 17, 2021, and provide for and received public participation; and, approved the proposed Plan Amendment for submittal to the Florida Department of Economic Opportunity (DEO) and reviewing agencies under the Expedited State Review Process; and

WHEREAS, the Council has also reviewed and considered the request to concurrently re-zone the property to be designated within a land development "CG" zoning district on the Village's official zoning map; and

WHEREAS, the Council has determined and found said application for the Plan Amendment and re-zoning to be consistent with the Village's Comprehensive Plan; and

WHEREAS, for reasons set forth in this ordinance, the Council finds and declares that the adoption of the proposed Plan Amendment and re-zoning is in the furtherance of the public health, safety, morals, order, comfort, convenience, prosperity, or general welfare of the Village.

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

Section 1. Finding of Fact and Conclusion of Law**.**

A. The above recitals are true and correct and incorporated into this Ordinance by reference.

B. The Plan Amendment and re-zoning is consistent with the Village's Comprehensive Plan.

C. The Plan Amendment will not cause a reduction in the adopted level of service standards for roads, water, sewer, waste, stormwater, recreation, and public schools.

Section 2. Plan Amendment. The Village Comprehensive Plan Future Land Use Map is hereby amended in accordance with **Exhibit "A"** attached hereto and incorporated herein.

Section 3. Re-Zoning. Concurrently with the Plan Amendment becoming effective, the Village official zoning map shall be amended with the re-designation of the property identified in **Exhibit "A"** to be within a land development "RM" zoning district.

Section 4. Directions to Clerk. The Village Clerk is hereby directed to transmit a copy of the Plan Amendment to the Florida Department of Economic Opportunity (DEO) and other reviewing agencies under the Expedited State Review Process, and to any other unit of local government who has filed a written request for a copy, within ten (10) working days after the initial public hearing and to DEO and any other reviewing agency that provided comments within ten (10) working days after adoption.

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. Unless challenged, the effective date of the Plan Amendment and re-zoning shall be in accordance with Section 163.3184, Florida Statutes; however, no later than thirty-one (31) days after DEO notifies the Village that the Plan Amendment package is complete. No development order, development permits, or land uses dependent on this Plan Amendment may be issued or commence before the Plan Amendment has become effective.

Section 8. This Ordinance shall be effective within the corporate limits of the Village of Palm Springs, Florida.

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
GARY READY, VICE MAYOR	□	□	□
DOUG GUNTHER, MAYOR PRO TEM	□	□	□
JONI BRINKMAN, COUNCIL MEMBER	□	□	□
PATTI WALLER, COUNCIL MEMBER	□	□	□

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

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading_____
Second Reading_____

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: Large-Scale Land Use Amendment and Site Development Plan (Residential Planned Development Site Plan with Waivers) and Sign Variance - Palm Springs Residences – 2085 S Congress Ave and 3243 Lillian Rd

Application Summary			
Applicant / Petitioner	M/S Congress Owner, LLC, a Delaware LLC	Submittal Date	2/25/2021
Reference Name	Palm Springs Residences	Case Number	SPR21-08, PSV21-10
		Parcel Control No	70-43-44-18-00-000-1040 & 70-43-44-18-05-010-0040
Location	2085 South Congress Avenue & 3243 Lillian Road	Site Area	±18.387 acres
P&Z Bd Meeting	May 11, 2021	Local Planning Agency	June 10, 2021
Council Meeting (1st Reading)	June 10, 2021	Council Meeting (2nd Reading)	July 8, 2021
Requests			
Proposed Use(s)	Large-Scale Land Use Amendment of the Future Land Use Map to change the land use from Other Public Facility and Low Density Residential to High Density Residential, and concurrent Residential Planned Development Site Plan for construction of 264 rental apartments within 11 3-story buildings.		
Number of Buildings	11 3-story buildings and a Clubhouse building (150,442 SF total)		
Waivers	1. Requesting a waiver from Sec.34-1063(a)(1) to allow for one sidewalk on a street or primary driveway instead of sidewalks on both sides of the main street.		
Variances	PSV21-10 - Requesting a Variance relief from Section 34-327(b)(1) to allow two monument signs instead of only one permitted.		

Parking			
Code	Required	Provided	Meets Requirement
Total Parking	Total of 825 parking needed 2.5/ DU + 25% for guest	826	Yes

Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front yard (East)	25’	25’	Yes
Rear yard (West)	20’	93’	Yes
Side yard (North)	20’	86’	Yes
Side yard (South)	20’	91’	Yes

Site Characteristics			
Existing Use	Recreational facility with a day care and a vacuum station structure	Proposed Use	Residential Multiple-family (and existing vacuum station)
Existing Zoning	Residential Multiple-Family (RM)	Proposed Zoning	Residential Multiple-Family (RM)
Existing Future Land Use	Other Public Facilities and Low Density Residential	Proposed Future Land Use	High Density Residential
Surrounding Existing Land Use, Future Land Use, and Zoning			

Direction	Existing Use	Future Land Use	Zoning District
North	LWDD Canal 8 and a mix of residential uses and commercial properties	Medium Density Residential & Commercial	Residential Multiple-Family (RM) and Commercial General (CG)
South	Residential single-family homes & Professional offices building	Low Density Residential & Commercial	Residential Single Family (RS) & Commercial General (CG)
East	G-Star School of the Arts	Commercial	Commercial General (CG)
West	Lakeside Village residential condominium	Medium Density Residential	Residential Multiple-Family (RM)

Recommendation

Staff has concerns regarding congestion and traffic conflicts between the project traffic and G-Star School of the Arts/Keiser University traffic and queues at the Forest Hill Blvd/Congress Avenue intersection.

Staff highly recommends right-of way improvements along Congress Avenue including the median located at the access point to the project and the conversion of the existing protected only left turn signal phasing to flashing yellow arrow protected/permissive signal phasing on both the north and southbound approaches if FDOT approves the conversion.

Staff is also concerned that the proposed project's impact on Village Police Services will not be mitigated with the $34,795.20 law enforcement impact fee contribution, based on current rate ($52,702.32 based on consultant's proposed rate).

Even with the concerns outlined in this staff report, 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.

The Planning and Zoning Board considered the application and recommended approval- motion carried 3-2.



I. Site History

- Ordinance 1997-07: Annexation

The property was voluntary annexed into the Village of Palm Springs on March 27, 1997. The land use designation was subsequently changed as part of a large-scale comprehensive plan amendment, Ordinance No. 97-09, on July 10, 1997. The land use was changed to Other Public Facilities. The zoning classification was changed from single family residential in Palm Beach County to Village of Palm Springs Multi-Family residential on July 10, 1997 by Ordinance No. 97-10.

- Resolution 2000-33: Site Plan

On April 27, 2000, the Village Council approved above resolution to allow an after-school day care program and three additional modular buildings on the property.

- Resolution 2001-36: Site Plan

On April 12, 2001, the Village Council approved a conceptual site plan for expanded gymnasium, day care, and playground facilities and new outdoor chapel, playing fields, outdoor pool and water park on the property.

- Resolution 2010-49: Site Plan Amendment

The Village Council approved on September 23, 2010 a site plan amendment with special exception to construct a 6,860 square foot daycare facility. This daycare facility was never constructed.

- Resolution 2012-09: Site Plan Amendment

On April 12, 2012 the Village Council approved a site plan amendment to construct 7,421 square foot daycare center to accommodate a maximum of 120 children, an expansion of the aquatics program with new outdoor pool, and a 2,425 square foot expansion to the existing fitness center. The new daycare building was completed in 2014, but the approved recreational expansions were never constructed.

II. Comprehensive Plan Consistency

- The subject property's Future Land Use designations are Other Public Facilities and Low Density Residential with a Residential Multiple-Family (RM) zoning district, respectively. The proposed large-scale land use amendment is to change the Future Land Use designation to the High-Density Residential category, with a concurrent request for a Multi-Family residential planned development.

- The Applicant has provided an evaluation of the additional impacts on public services and facilities created by the requested land use category. *Staff would like to highlight three (3) areas of concern:*

  - *The Congress Avenue/Forest Hill Boulevard intersection is currently operating at Level of Service F during both peak hours, and the northbound left (west) turn queue exceeds the length of the turn lane. While the maximum intensity of the land use category generates a reduction in traffic impacts, the proposed residential development generates an additional 445 daily trips over the existing YMCA. The Applicant is requested to mitigate these impacts by covering the cost of converting the existing protected only left turn signal phasing to flashing yellow protected/permissive signal phasing on both the north and southbound approaches.*

  - *John I. Leonard High School is currently over capacity by 654 students and CO. The proposed project will generate an additional 11 high school students. The School District recommends a monetary contribution of $151,910 to address the school capacity deficiency.*

  - *Village police services will be significantly impacted by the rental community and addition of 400-900 residents, per the Police Chief, and necessitate the hiring of 1-2 additional officers. The estimated $*34,795.20 *law enforcement impact fee (current rate) contribution (a one-time payment for capital items) [$52,702.32 based on consultant's proposed rate] will not be sufficient to mitigate the demand on police services. (A new officer and associated equipment costs about $100,000, with recurring annual costs.)*

III. Waivers Requested

The applicant is seeking the following waiver from Village Code requirements:

Waiver #1:
The applicant is requesting a waiver from Sec. 34-1063(a)(1) to allow for one sidewalk on a street or primary driveway instead of sidewalks on both sides of the main entrance driveway.

The Applicant contends that the project provides a well-lit, five-foot sidewalk on the south side of the Project's main entrance. Unfortunately, due to property size constraints, there is not enough space to provide a sidewalk along the north side of the main entrance. Despite the sidewalk on the north side of the main entrance not being provided, there will be a pedestrian crosswalk at the main entrance connecting the north side of the Project to the sidewalk along the south side to encourage pedestrian mobility and ensure that pedestrian safety is not compromised. Further, by eliminating this sidewalk along the north side of the main entrance, the Project will be able to provide more green space for residents to enjoy. The Project is designed with a sidewalk system providing optimal connectivity throughout the Property. The sidewalk system is located directly adjacent to all buildings and provides connective paths between all units and the amenities that are strategically located throughout the Project. In order

to promote ingenuity in design as envisioned for an RPD use, the proposed layout of the sidewalk system is designed to serve the most functional use possible and provide direct pedestrian accessways to each building and all recreational amenity areas. The proposed sidewalk system is more convenient for pedestrians to use than the sidewalks required on both sides of the street, as the Project instead provides a system with pathways circulating around the proposed buildings, adjacent to both the parking areas and the internal recreational amenity areas.

The applicant's full justification 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.

The Sidewalk Waiver 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 Sidewalk Waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare. As stated above, there will be a pedestrian crosswalk at the main entrance connecting the north side of the Project to the sidewalk along the south of the main entrance to ensure pedestrian mobility is encouraged throughout the Project and pedestrian safety is not compromised. Accordingly, the Project complies with this standard.

b. The request results from innovative design in which other minimum standards are exceeded.

The Sidewalk Waiver request results from innovative design in which other minimum standards are exceeded. The Project has exceeded the open space requirement by more than 14%, or +/- 1.14 acres. The Project's design reflects and encourages safe pedestrian mobility throughout and the elimination of the sidewalk along the north side of the Project's main entrance will not negatively impact this mobility due to the presence of strategically placed pedestrian crosswalks. Accordingly, the Project complies with this standard.

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.

Granting of the Sidewalk Waiver request will result in preservation of valuable natural resources, including green space. As explained above, the Project complies with this standard.

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.

Granting of the Sidewalk Waiver request demonstrates public benefits to be derived, including but not limited to the preservation of green open space areas and use of desirable architectural, building, and site design techniques. Further, despite the elimination of the sidewalk along the north side of the main entrance, there are still ample pedestrian linkages throughout the Project, including strategically placed cross walks. Accordingly, the Project complies with this standard.

e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

Not applicable to this sidewalk waiver request.

f. Economic issues may not be used to justify waivers.

There are no economic issues being used to justify the Sidewalk Waiver, and the Project complies with this standard.

g. The request is compatible with existing and potential land uses adjacent to the development site.

Not applicable to this Sidewalk Waiver request.

Staff does not object 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.

IV. Variances – Village Council Consideration

- PSV20-01 Requesting a Variance relief from Section 34-327(b)(1) to allow two monument signs instead of only one permitted.

The applicant's full justification is hereto:

a. Special and unique conditions exist which are peculiar to the applicant's case and which are not generally applicable to the property located within the RM zoning district or surrounding neighborhood, such as natural or manmade sight limitations from the public rights-of-way.

Special conditions and unique circumstances exist which are peculiar to the property and which are not generally applicable to properties within the RM zoning district. As detailed above, the Project is permitted two (2) signs – one (1) on Congress Avenue and a second on Lillian Road. However, Petitioner is not proposing a monument sign on Lillian Road in deference to the existing single-family community and instead proposes to place both permitted signs on Congress Avenue in order to provide greater aesthetic appeal and increased visibility for those traveling along the busy Congress Avenue thoroughfare. It is important to note that the Project's sole public entrance is located on South Congress Avenue, which is a 7-lane arterial thoroughfare. A second sign on the Congress Avenue frontage is necessary to provide sufficient visibility to allow safe and efficient access to the Project for travelers approaching from both the northbound and southbound sides of Congress Avenue. This visibility is only achievable through the use of two entrance monument signs: one angled to face south-bound traffic, and the other angled to face north-bound traffic. As such, two Project entrance signs symmetrically placed on both sides of the Congress Avenue entry are essential to providing appropriate visibility for the Project. Considering that the Project is permitted two (2) monuments signs (one on each frontage) and the increased visibility necessary to ensure safe and efficient access from Congress Avenue, special circumstances exist which are peculiar to the Property and which are not generally applicable to properties located within the RM zoning district.

b. The special and unique conditions are not directly attributable to the actions of the Petitioner.

The special and unique conditions are not directly attributable to the actions of the Petitioner. As detailed above, the Property has frontage on Congress Avenue and Lillian Road and access to the Project is provided from Congress Avenue. Given the single-family residential context of the community adjacent to the frontage on Lillian Road and to the significant width and traffic on Congress Avenue, Petitioner is focusing signage for the Project at the main access point on Congress Avenue. The existing single family residential context to the south of the Project and thoroughfare-nature of Congress Avenue is not attributable to the actions of Petitioner.

c. The literal interpretation of the Code requirements, as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated.

The literal interpretation of the Code requirements would deprive the Petitioner of rights commonly enjoyed by persons who are similarly situated. The Property has frontage on both South Congress Avenue and Lillian Road, thereby allowing for a total of two monument signs for the Project in accordance with the Village's Code Article IV. However, the placement of a second entrance sign along Lillian Road would not serve the single-family nature of the community along the Lillian Road frontage. Further, the Property's main frontage and access point on Congress Avenue, given the large-scale commercial and institutional context of the corridor, is well suited for two monument signs at each side of the Property's entrance. Considering that the Project is actually permitted two monument signs and Petitioner is simply seeking to relocate a permitted sign, the literal interpretation of the Code would deprive Petitioner of rights commonly enjoyed by persons who are similarly situated.

d. <u>The variance granted is the minimum variance necessary for the applicant to make reasonable use of the Property.</u>

The Sign Variance requested is the minimum variance necessary for Petitioner to make use of the Property. As detailed above, Petitioner is simply seeking to relocate a permitted monument sign from the Lillian Road frontage to the Congress Avenue frontage and is not seeking to increase the amount of monument signage permitted for the Project. In addition, a second monument sign is necessary along Congress Avenue in order to ensure the visibility necessary to allow safe access to the Property for those travelling either direction on Congress Avenue. As such, the requested Sign Variance is the minimum variance necessary to make use of the Property.

e. <u>Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.</u>

Granting the Sign Variance will not be detrimental to the public welfare, or injurious to property or improvements in the RM zoning district or neighborhood involved. Petitioner seeks to utilize the superior design of having two signs that create a symmetrical entry feature and improved community aesthetics. The Project also has a second frontage that is permitted to have a sign per Village's Code (Article IV); however, in order to avoid confusion, Petitioner proposes to place the second entry sign along Congress to better fit the surrounding community and to maintain the single-family residential community feel to the south that is surrounding the Project's second frontage on Lillian Road. Please refer to Exhibit "A" for a rendering depicting the Project's proposed entrance monument signs. Considering the foregoing, approval of the Sign Variance is necessary to ensure the Project promotes the public welfare.

<u>Staff does not object</u> to the applicant's request.

V. Neighborhood Compatibility

1) The proposed project is located on the west side of South Congress Avenue 1,300 feet south of Forest Hill Blvd.
2) Surrounding properties are generally residential uses.
3) G-Star School of Arts high school is located to the east of the property, immediately across South Congress Avenue, with similar alignment of driveways.
4) A mix of different uses like general retails, restaurants, grocery supermarket, gas stations and professional offices are located on the east side of the property along Congress Avenue.
5) Adjacent properties along the south side are generally residential single-family homes.
6) Lakeside Village residential condominium is located to the west of the property. While the Lakeside Village condominium, to the west, is designated with the Village's Medium Density Residential land use category (10 dwelling units per acre), the actual density is 18.74 dwelling units per acre.

VI. Regulatory Issues

• The site plan generally conforms to the property development standards of the Residential Planned Development, with the exception of the waiver requests.

1) The proposed project plan generally meets required site development regulations.
2) A High-Density Residential Land Use designation 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, Florida Department of Transportation and the Village of Palm Springs.
4) Civil/Utility plans shall be approved by the Village's Engineer.
5) Proposed median improvements plans along South Congress Avenue shall be approved by FDOT prior to issuance of any construction or building permit.
6) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
7) Properties shall be unified through Unity of Title.
8) Property owner shall regrade the ditch at top of bank, just west of the property line, and provide a 10' easement to the Village for maintenance purposes.
9) Proposed development will negatively impact the public school system, a $151,910.00 contribution is requested by the School District of Palm Beach County.
10) Proposed development will negatively impact Village police services, the estimated $34,795.20 law enforcement impact fee contribution based on current rate ($52,702.32 based on consultant's proposed rate) will not mitigate the demand on police services.

VII. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VIII. Community Outreach/ Notification

- The subject property was posted on April 30,2021.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on April 21, 2021.
- Legal advertisement was published in the paper on April 29, 2021 and with readvertisement dates on May 27, 2021 and June 24, 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 February 25, 2021 depicts the following:

- Application for Large-Scale Land Use Amendment and Residential Planned Development Site Plan approval with a waiver for the construction of 264 rental units within 11 3-story buildings.
    1. Site Plan dated received February 25, 2021 revised and resubmitted on April 28, 2021.
    2. Landscape plans dated received February 25, 2021 revised and resubmitted on April 5, 2021.
    3. Engineering plans dated received February 25, 2021 revised and resubmitted on April 5, 2021.
    4. Architectural plans dated received February 25, 2021 revised and resubmitted on April 5, 2021.
    5. Photometric plan dated received February 25, 2021 revised and resubmitted on April 5, 2021.
    6. Boundary survey and tree survey dated received February 25, 2021.
    7. Justification Statement and proposed use.
    8. Traffic Impact Statement dated received February 25, 2021.
    9. Land Use Plan Amendment Justification and Analysis.
    10. Drainage calculations dated received February 25, 2021 revised and resubmitted on April 5,

2021.

11. Turn lane and median improvements proposed plans.
12. Colored Site Plan.

X. Recommendation

The applicant is the contract purchaser of the +/- 17.77 net acre property located at 2085 South Congress Avenue and 3243 Lillian Road (collectively referred to herein as "Property"), which is generally located on the west side of South Congress Avenue between Lillian Road and the Lake Worth Drainage District L-8 Canal. The Property is currently designated "Other Public Facilities" and "Low Density Residential" on the Village's Future Land Use Map ("FLUM") and is located within the RM, Residential Multiple-Family, zoning district. The Property is developed as a Young Men's Christian Association of the Palm Beaches ("YMCA") facility including recreational and day care uses. The applicant is proposing to redevelop the Property with the construction of 264 residential rental dwelling unit within 11 3-story building and a clubhouse building. The community will have access via South Congress Avenue with an emergency vehicle access from Lillian Road. Amenities include a clubhouse, pool area, tot lot, fitness lawn, dog park, and lake with recreational walking path. The 264 multifamily dwelling units consists of 96 1-bedroom units, 120 2-bedroom units and 48 3-bedroom units with 826 parking spaces.

Planning, Zoning & Building Staff has conducted a review of the application and has concerns regarding congestion and traffic conflicts between the project traffic and G-Star School of the Arts/Keiser University traffic, and queues at the Forest Hill Blvd/Congress Ave intersection. Staff highly recommends right-of way improvements along Congress Avenue including the median located at the access point to the project and to the left turn signal phasing at Forest Hill Boulevard intersection, as outlined in the conditions of approval.

Outcoming traffic from the community needs to be prevented from illegally crossing Congress Avenue to head north bound and converting the existing protected only left turn signal phasing to flashing yellow arrow signal on both the north and southbound at the intersection of Forest Hill Blvd and S Congress Avenue, will alleviate general concerns with the traffic currently backing up outside of the turn lane (northbound to westbound maneuver).

The Police Chief has expressed concerns that Village police services will be significantly impacted by the rental community and addition of 400-900 residents, necessitating the hiring of 1-2 additional officers. The estimated $34,795.20 law enforcement impact fee contribution (current rate) ($52,702.32 based on consultant's proposed rate) (a one-time payment for capital costs) will not sufficiently mitigate the demand on police service.

In general, the proposed Residential Planned Development Site Plan provides internal sidewalk connections between the common amenities (tot lot, clubhouse, walking path around the lake, dogs park and fitness lawn) 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.

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	270,922 sf	291,450 sf
20 percent of open space shall be common amenities	54,184 sf	76,571 sf
40% maximum lot coverage	309,626 sf	306,230 sf

Planning, Zoning & Building Staff recommends conditional approval of the Large-Scale Land Use Amendment and the Residential Planned Development Site Plan with a waiver, for the construction of 264 residential dwelling units subject to the following fifty-six (56) 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, 2024.
2. The main entrance from Congress needs to be at least 20 feet in unobstructed width pursuant to PBC Fire Rescue requirements.
3. Main exit onto Congress needs to be at least 18 feet in unobstructed width pursuant to PBC Fire Rescue requirements.
4. Both sets of main entrance gates need to be equipped with a "Click2Enter" (primary) system and a Knox key switch (secondary) [not a Knox box] to allow fire department rapid entry into the complex.
5. The southwest emergency entry needs to be equipped with a Knox box or a Knox padlock.
6. Fire hydrants require a 5' clear radius.
7. Fire hydrants are required to be located within 100 feet (hose lay) of building fire department connections
8. No trees shall be planted within the 10-ft drainage easement along the west property line.
9. Proposed monument signs shall be a maximum height of 10', Sheet L-500 shall be revised at time of permitting.
10. Staff recommends providing a wall along the South and West sides of the property instead of the proposed PVC fence, plans shall be revised accordingly at time of permitting.
11. A Utility/Civil Plan shall be approved by the Village Engineer and the Village Public Service Director at time of permitting.
12. Photometric plans shall be approved by the Planning, Zoning and Building Department at time of permitting.
13. Irrigation plans shall be provided at the time of permitting. Non-potable water shall be used for the irrigation system per Village code.

<u>Roadway / Traffic Signal Improvements</u>

14. Proposed construction plans for the improvements at the Congress Avenue median, located at the access point to the project, shall be approved by the Village and FDOT prior to issuance of any construction or building permit. Construction of said median improvements shall be completed prior to prior to the issuance of the 106th Certificate of Occupancy (40% of the project).
15. The additional right-of-way dedication (plans depict 18' width) to FDOT along Congress Avenue for a southbound, right turn-lane into the project shall be executed and recorded prior to the issuance of the first certificate of Occupancy. Construction of said turn lane improvements shall be completed prior to the issuance of the 106th Certificate of Occupancy (40% of the project).
16. The applicant shall coordinate with FDOT and Palm Beach County, prior to issuance of any construction permit, on the evaluation of flashing yellow left-turn arrow (FYLTA) at Forest Hill Boulevard/Congress Avenue, and shall provide funding for the installation of FYLTA at this intersection if approved by FDOT and Palm Beach County.
17. The existing protected only left turn signal phasing shall be converted to flashing yellow arrow protected/permissive signal phasing on both the north and southbound approaches (with FDOT approval). The developer will also be required to provide all the information and perform any and all analysis required by FDOT to facilitate their evaluation and approval of the proposed conversion. Upon FDOT's approval, Palm Beach County will perform the signal phasing conversion including the installation of the flashing yellow arrow utilizing funding provided by the developer. The developer will be required to make upfront payment to the County in the amount as determined by the Director of the Traffic Division.
18. The turning light conversion shall be completed prior to the 264 Certificate of Occupancy for the project.

Security

19. If any security cameras are going to be provided, a security plan shall be provided to the Village Public Safety Department at time of permitting.
20. No parking shall be allowed, under any circumstances, along the drive aisles. Residents and guest parking shall only occur within designated parking stalls.
21. 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.

Utilities

22. The 10' easement along the west side shall be recorded prior to issuance of the first Certificate of Occupancy.
23. The proposed 12' wide water and sewer easement on newly added water main at the southeast corner shall be recorded prior to issuance of the first Certificate of Occupancy.
24. A utility easement, at least 67' wide by 120' depth, shall be provided to the Village over the existing vacuum station and shall be recorded prior to issuance of the first Certificate of Occupancy.
25. Landscape buffers shall only encumbered/overlapped a minimum of 5' by any utility easements.
26. Improvements of the existing ditch shall be permitted by the Village and constructed by the Applicant at time of the site work permit.
27. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting as needed.
28. All electric utilities shall be underground.

Completion of Improvements

29. Prior to the issuance of the first Certificate of Occupancy, the 10' by 15' school bus shelter shall be constructed by the Property Owner in a location and manner acceptable to the Palm Beach County School Board. Provisions for the bus shelter shall include, at a minimum, a covered area, continuous paved pedestrian and bicycle access from the subject property or use, to the shelter. Maintenance of the bus shelter shall be the responsibility of the residential Property Owner.
30. The common amenities (tot lot, club house, pool court, fitness lawn, dog park and jogging path) shall be completed in their entirety, open for use and accessible to the residents, prior to the issuance of the 106th Certificate of Occupancy (40% of the project)

Legal Review

31. A Unity of Title shall be recorder prior to issuance of any building permit.
32. The lease restrictions shall prohibit 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.
33. 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)".

Landscaping

34. Any existing or proposed utility box/cabinet that is not screened from view, shall be wrapped with a match design accordingly with the existing/proposed location at time of landscaping inspections.
35. A root barrier shall be provided on trees that are within 12' of utility lines.
36. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
37. All mechanical equipment's and above-ground infrastructure shall be screened from view.

Miscellaneous

38. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to Certificate of Completion, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
39. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
40. The mail pickup and delivery system shall be approved by the United States Postal Service.
41. Provide permits from all applicable permitting agencies, including but not limited to, Lake Worth Drainage District, PBC, FDOT and Village of Palm Springs at the time of permitting.
42. 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.
43. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department at time of permitting.
44. A stabilized surface shall be provided at all time during construction for access by emergency vehicles.
45. 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.
46. 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.
47. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
48. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy/Certificate of Completion of each improvement area.
49. Absolutely no occupancy, other than construction personnel, is permitted prior to TCO/CO.
50. Photometrics must be certified by an engineer prior to CO.
51. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.
52. 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.
53. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
54. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
55. At the time of CO, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

56. The School District has requested the Applicant offer a voluntary commitment to make a contribution of $151,910.00 to the School District of Palm Beach County prior to issuance of a building permit, based on School Capacity Availability Determination letter issued on March 25, 2021.

1. **LETTER OF TRANSMITTAL**

A. **Whether the amendment is within an Area of Critical State concern or proposed for adoption under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.**

The amendment area is not located within an Area of Critical State concern or proposed for adoption under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

B. **Whether the amendment is an exemption to the twice per calendar year limitation on the adoption of plan amendments.**

The amendment is proposed to follow the State of Florida's published Transmittal Procedures and Timeframes.

2. **APPLICANT INFORMATION**

A. **Name, address, and telephone number of the applicant:**

Name: M/S Congress Owner, LLC, a Delaware LLC – Daniel Spear
Address: 3921 S.W. 47th Ave., Suite 1013, Ft. Lauderdale, FL 33314
Phone: 954-581-9000

B. **Name, address, and telephone number of the agent:**

Name: Dunay, Miskel & Backman, LLP – Bonnie Miskel, Esq. / Beth Schrantz, Land Planner
Address: 14 S.E. 4th Street, Suite 36, Boca Raton, FL 33432
Phone: Bonnie: 561-405-3327 / Beth: 786-763-0565
Fax: 561-409-2341
Email: Bonnie: bmiskel@dmbblaw.com / Beth: bschrantz@dmbblaw.com

C. **Name, address, and telephone number of the property owner:**

Name: Young Men's Christian Association – Timothy G. Coffield
Address: 2085 South Congress Avenue, West Palm Beach, FL 33406
Phone: 561-968-9622

D. **Village of Palm Springs fee for processing the amendment in accordance with the Village's adopted fee schedule.**

The Village of Palm Springs fee for processing the amendment in the amount of $1,000 in accordance with the Village's adopted fee schedule is included with this submittal.

E. **Applicant's rationale for the amendment.**

M/S Congress Owner, LLC, a Delaware LLC ("Petitioner") is the contract purchaser of the +/- 18.387 gross acre (+/- 17.767 net acre) property located at 2085 South Congress Avenue and 3243 Lillian Road (collectively referred to herein as "Property"), which is generally located on the west side of South Congress Avenue between Lillian Road and the Lake Worth Drainage District L-8 Canal in the Village of Palm Springs ("Village"). The Property is comprised of two (2) parcels referenced by the following parcel control numbers: 70-43-44-18-00-000-1040 and 70-43-44-18-05-010-0040. The Property is designated Other Public Facilities and Low Density Residential on the Village's Future Land Use Map ("FLUM") and is located within the RM, Residential Multiple-Family, zoning district. The Property is approved for and developed as a Young Men's Christian Association of the Palm Beaches ("YMCA") facility including recreational and day care uses. Petitioner is seeking to redevelop the Property for use as a two hundred sixty-four (264) dwelling unit multi-family residential development with the parking and amenities necessary to provide a high-quality living experience for residents including a clubhouse, pool area, tot lot, dog park, and lake with recreational walking path ("Project"). At this time, Petitioner respectfully requests approval to amend the Property's FLUM designation from Other Public Facilities (+/- 18.2 net acres) and Low Density Residential (+/- 0.1862 net acres) to High Density Residential ("FLUM Amendment") in order to develop the Project.

The existing YMCA recreational use is an aging facility that is no longer suitable in this location considering the primarily multi-family and commercial context within the surrounding area and demand for growth in the South Florida region. As such, the YMCA has determined that a new modern facility would best serve its constituency. Accordingly, the YMCA is relocating its community center to Lake Lytal Park, approximately two miles away from the Subject Property, in partnership with Palm Beach County's newly planned aquatics center. Planning for this public private partnership between the YMCA and Palm Beach County has been ongoing for over two years; the construction manager process for the new facility has been completed and the Board of County Commissioners recently approved the YMCA Lake Lytal lease unanimously. As such, the YMCA is excited to move and improve the services offered to Village and County residents. Approval of the Project and sale of the existing YMCA site to Petitioner is necessary to facilitate the YMCA's relocation to the Lake Lytal location. It is important to note that at the time of annexation into the Village the Property was identified as RM, Residential Multiple-Family, on the Village Zoning Map in recognition of the fact that a residential development would likely be the most suitable use for the Property in the future. As such, the existing zoning is consistent with the proposed FLUM designation and allows the Project with no need for a zoning map amendment.

The Project provides 100% market rate dwelling units and includes the necessary recreational opportunities within the development to provide resort style living with opportunities to swim, exercise, walk a family pet, host a picnic, and/or play at the playground. The proposed buildings will be three (3) stories and designed to enhance the small town feel of the Village while drawing a population with higher earning potential. In addition to providing much needed residential rental housing options to the community, the Project's luxury amenities will attract tenants with disposable income. This positive demographic change in the Village will be a catalyst for redevelopment of the Congress Avenue Corridor and increase the likelihood that the Village will draw nationally recognized commercial tenants to the area, thus providing greater opportunity for Village residents at large, both from an employment and consumer standpoint.

The Project is consistent with existing and planned future land uses in the area. The existing and proposed uses surrounding the Property are described in greater detail in the table below.

Location	**Current Land Use Designation**	**Existing Use**
North	Medium Density Residential | Commercial	LWDD Canal | Strip Retail | Residential
South	Low Density Residential | Commercial	Single Family Residential | Office Commercial
East	Commercial	Private School | Office Commercial
West	Medium Density Residential	Lakeside Condominiums – 18.74 DU/Acre

The Project is compatible with the existing medium-density residential developments to the north and west, the single family residential uses immediately to the south, and the commercial offices and institutional uses to the north and east. The property directly to the west is developed as a three (3) and four (4) story condominium community with an existing density of 18.74 dwelling units per acre, which is complimentary with the proposed density of fifteen (15) dwelling units per acre. The nearest buildings to the west are developed as a four (4) story building type. As such, the three (3) story Project will provide a logical transition to the lower density residential

uses to the north and south. Further, the site plan for the proposed development is designed to locate the new residences interior to the Property and along Congress Avenue such that there is a significant barrier, including landscaping and buffering to the south, west, and north. In addition, the proposed multifamily use and density is more compatible with the lower density residential neighborhood to the south than the current Other Public Facilities future land use designation. The Project provides a complimentary transition from the busy Congress Avenue thoroughfare on the east and four (4) story condominiums on the west to the single-family neighborhood located to the south. Considering the foregoing, the Project, which will provide additional housing opportunities for current and future residents of the Village and employees of the surrounding commercial developments, is compatible with surrounding uses.

In addition to the foregoing, the Project is consistent with the Village Comprehensive Plan the intent, goals, objectives and policies of the Village's Future Land Use Element ("FLUE") as follows:

The Project is consistent with The Village's Future Land Use Element Goal, which states, "A residential oriented community with an appropriate mix of land uses compatible with living styles and conditions established within the village." The FLUM Amendment is consistent with this goal as the amendment and its respective proposed development seeks to further provide modern, high-quality and urban housing opportunities for current and future residents of the Village. As population growth remains steady, the provision of additional housing opportunities is important for the maintenance of appropriately mixed land uses that meet living styles and conditions established within the Village.

The Project is compatible with FLUE Objective A and related policies A.1 - A.9, which call for the preservation of the Village as a primarily residential area which offers a variety of housing types and utilizes high quality residential design construction and redevelopment activities. The proposed FLUM Amendment will help to meet future demand by actively redeveloping an under-utilized site for modern residential uses, while also applying high quality design standards as outlined by the Village in policy A.6. Further, the FLUM Amendment and proposed use aligns with the Village's Policy A.3, which mandates the promotion of locating multi-family residential development in areas with direct access to collector or arterial streets.

The Project is compliant with FLUE Objective E and the related policies E.1 – E.4 requiring that development and redevelopment activities shall be undertaken in a manner to ensure the protection of natural and historic resources as well as village character. Overall wildlife utilization on the site is classified as very poor, and as the site has been previously developed for recreational uses, the proposed amendment and intended use will support the area's natural resources or Village character. Finally, a 2-acre lake is proposed onsite within the amendment site, which will maintain adequate stormwater runoff onto the onsite lake, in accordance with Policy E.1.

The Project is consistent with Objective F and the policies F.1 – F.6 therein, requiring that Level of Service Standards for all public facilities and services facilitated by proposed future land uses are met by any development and/or redevelopment of areas within the Village. The proposed use of

the amendment site will satisfy all performance standards and requirements relating to the provision of public/community facilities and utility requirements.

The Project is consistent with Objective G and the related policies G.1 – G.4 therein, which require the management of future growth and development within the Village. The proposed use of the amendment site complies with the enforcement of the Village's land development regulations and the necessity of appropriate coordination of future land uses with the topography, soil conditions, and availability of facilities and services within the area. In addition to meeting the Village's abovementioned criteria, the proposed amendment and use aligns with the development pattern and character of the Village while also being a practical and efficient approach to providing new housing stock and managing the area's growth and demand. Further, as mandated in Policy G.1, the proposal would effectively regulate the use, intensity, and location of land development in a manner that is compatible with adjacent land uses and provides for open spaces, as well as the protection of public safety and of natural resources as delineated in the Village's Conservation Element.

The Project is consistent with Objective I, which requires the coordination with appropriate governments and agencies at the time of site plan review to mitigate potential mutual adverse impacts of future development and redevelopment activities. As such, the Project will coordinate requests with the necessary agencies, organizations and municipalities, as appropriate, for any development orders, permits, and project proposals throughout the site plan review process.

The Project is consistent with Objective K and the policies K.1 – K.4 therein, relating to the discouragement of urban sprawl in order to achieve a compact urban form. In addition to meeting the Level of Service Standards set out by the Village, the Project promotes the efficient use of land as well as public services and facilities through high-density, high-quality residential design. Further, as the Project is bounded to the west and north by Residential Medium Density land uses and to the east by an arterial roadway, the Project is complementary to the surrounding uses and development pattern of the Village while also being a sensible approach to providing new housing stock.

The Project is consistent with Objective L and the related policies L.1 – L.3 therein, concerning the need to ensure the availability of adequate facilities and services necessary to support development. The Project intends to meet the requirements relating to the issuance of permits conditional to the availability of facilities and services necessary to support the impact of said development.

The Project is consistent with Objective N and the related policies N.1 – N.3 therein, relating to encouraging the development of innovative mixed-use projects. The Project supports the creation of mixed-use corridors and urban form through the provision of complementary high-density residential uses, which in turn increases the demand for dense, walkable, and mixed-use communities nearby and increases the demand for commercial uses along the Congress Avenue corridor.

The Project is consistent with Objective Q and the related policies Q.1 – Q.8 therein, mandating for the encouragement of efficient land use patterns and sustainable design practices in development and redevelopment activities. As aforementioned, the Project promotes sustainable land uses and urban form through high quality, high-density design, in turn advancing the efficient use of land and of the procurement of infrastructure necessary to support the resident population generated, within the Village.

Considering the foregoing analysis, the requested FLUM Amendment is consistent and compatible with the City's Comprehensive Plan and surrounding area.

3. **AMENDMENT SITE DESCRIPTION**

A. **Concise written description of the size and boundaries of the area proposed to be amended.**

The amendment area is comprised of two (2) parcels consisting of +/- 18.387 gross acres (+/- 17.767 net acres) located within the Village of Palm Springs. The amendment area will be unified and developed as one (1) project; however, it is currently identified by two addresses, as follows: 2085 South Congress Avenue and 3243 Lillian Road. The Palm Beach County Property Appraiser has assigned the following parcel control numbers to the parcels: 70-43-44-18-00-000-1040 and 70-43-44-18-05-010-0040.

The amendment area is bounded by Congress Avenue on the east, Lake Worth Drainage District L-8 Canal on the north, Lakeside Village multifamily residential development on the west, and Lilian Road/Frost Park single family residential development on the south.

A letter from the Village confirming the gross acreage of the amendment area is attached hereto as Exhibit "A". A survey showing the net acreage of the amendment area is attached hereto as Exhibit "B".

4. **EXISTING AND PROPOSED USES**

A. **Current and proposed Village of Palm Springs Comprehensive Plan Future Land Use designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation.**

The amendment area's existing future land use designation is Other Public Facilities and Low Density Residential. An excerpt from the Village's Future Land Use Map is attached hereto as Exhibit "C". The proposed future land use designation for the amendment area is High Density Residential.

B. **Current land use designations for the surrounding properties.**

The Property is bordered by the Lake Worth Drainage District L-8 Canal on the north with a mix of commercial and residential uses located north of the L-8 Canal. Single family residences and

commercial office uses are located immediately to the south, and multifamily residential uses are located immediately to the west. G-Star School of the Arts and several office buildings are located across Congress Avenue to the east.

The current land use designations for the surrounding properties are as follows:

Location	Current Land Use Designation
North	Medium Density Residential | Commercial
South	Low Density Residential | Commercial
East	Commercial
West	Medium Density Residential

C. **Current and proposed zoning for the amendment site.**

The amendment area is currently zoned RM-Multifamily Residential on the Village's Zoning Map. The existing Residential Multiple-Family zoning is consistent with the proposed High Density Residential future land use designation. As such, no rezoning is needed to develop the amendment area. An excerpt from the Village's Zoning Map is attached hereto as Exhibit "D".

D. **Existing use of amendment site and adjacent areas.**

The amendment area is developed as a YMCA facility with daycare and recreational facilities uses. The existing use of adjacent areas are as follows:

Location	Existing Use
North	LWDD Canal | Strip Retail | Residential
South	Single Family Residential | Office Commercial
East	Private School | Office Commercial
West	Lakeside Condominiums

E. **Proposed use of amendment site including square footage and/or dwelling unit count proposed for each parcel.**

The proposed use of amendment area is multifamily residential development of two hundred sixty-four (264) dwelling units and ample amenities for resident use, including a clubhouse, pool area, family park, dog park, lake, and pedestrian walking paths throughout.

F. **Maximum allowable development under existing designation for the site, including square footage for each non-residential use and/or dwelling units.**

The existing land use designation for the amendment area is a mix of Low Density Residential and Other Public Facilities. Future Land Use Element Policy G.3 in the City's Comprehensive Plan establishes a maximum density of 5.8 dwelling units per acre for lands designated Low Density Residential and a maximum intensity of 0.40 Floor Area Ratio ("FAR") for lands designated Other

Public Buildings. As such, the maximum allowable development under the existing designation is as follows:

Maximum Development Permitted by Existing Future Land Use Designation			
Land Use	**Gross Acreage**	**Maximum Intensity Permitted**	**Maximum Development Potential**
Low Density Residential	0.1862	5.8 DU/AC	1 DU
Other Public Facilities	18.200	0.40 FAR	317,116.8 SF

G. **Maximum allowable development under proposed designation for the site, including square footage for each non-residential use and/or dwelling units.**

The proposed land use designation for the amendment area is High Density Residential. Future Land Use Element Policy G.2 in the Village's Comprehensive Plan establishes a maximum density of 19.0 dwelling units per acre for lands designated High Density Residential. As such, the maximum allowable development under the proposed designation is as follows:

Maximum Development Potential Permitted by Proposed Future Land Use Designation			
Land Use	**Gross Acreage**	**Maximum Density Permitted**	**Maximum Development Potential**
High Density Residential	18.387	19 Dwelling Units per Acre	349 DU

It is also important to note that the Project incorporates only two hundred sixty-four (264) dwelling units, which results in a density of approximately fifteen (15) dwelling units per acre, significantly less than the maximum density allowed under the proposed High Density Residential Future Land Use designation.

5. **ANALYSIS OF PUBLIC FACILITIES AND SERVICES**

A. **Sanitary Sewer Analysis**

i. **Provide the adopted level of service and the current level of service.**

The adopted Level of Service for sanitary sewer is established by Infrastructure Element Policy A.3. in the Village Comprehensive Plan, which establishes the following Level of Service Standard for Sanitary Sewer facilities within the Village:

Average Daily Sewage Generation Rate

Residential:	
Single Family:	350 gallons/day/dwelling unit
Multiple Family:	250 gallons/day/dwelling unit
Non-Residential:	0.20 gallons/acre/day

ii. **Identify the sanitary sewer facilities serving the amendment site including the current plant capacity, current demand on plant capacity and committed plant capacity.**

The amendment area is located within the Village of Palm Springs utility service area. The Village Utilities Department presently owns, operates, and maintains a wastewater collection system consisting of 86 miles of gravity sewer collection piping, 54 lift stations and pumping stations, and 17 miles of wastewater transmission force mains. The utility system does not own its own wastewater treatment disposal facilities. Wastewater collected from the utility service area is pumped to Lake Worth Utilities and Palm Beach County Utilities transmission main. A letter from the Village Utility Department indicating current demand and committed plant capacity is attached hereto as Exhibit "H".

iii. **Identify the additional sanitary sewer demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.**

Please see table on the next page, which identifies the net impact on sanitary sewer resulting from the proposed amendment. It is important to note that the Project does not seek to utilize the maximum development allowed under the HDR future land use category and will therefore not realize the estimated demand below.

SANITARY SEWER - Potential Change in Demand				
Land Use	**Units or Acres**	**Estimated Demand**	**Total Estimated Demand (GPD)**	**Total Estimated Demand (MGD)**
Other Public Facilities	18.20 Gross Acres	0.20 gallons/acre/day	3.64	0.00000364
Low Density Residential	1 DU	250 gallons/day/DU	250	0.000250
		TOTAL EXISTING DEMAND	3.6774	0.0000036774
High Density Residential	349 Units	250 gallons/day/dwelling unit	87,250	0.08725
		TOTAL POTENTIAL DEMAND	87,250	0.08725
		POTENTIAL SANITARY SEWER CHANGE IN DEMAND	87,246.32	0.0872463226

iv. **Identify the existing and planned service to site – provide information regarding existing and proposed trunk lines and lateral hookups to the amendment site.**

The proposed system is planned to connect via a gravity sewer system to a proposed lift station at the southwest corner of the amendment area and then to an existing 4" force main on Lilian Road at the southwest corner of the amendment area.

B. **Potable Water Analysis**:

i. **Provide the adopted level of service and the current level of service.**

The adopted Level of Service for Potable Water is established by Infrastructure Element Policy B.2. in the Village Comprehensive Plan, which establishes the following Level of Service Standard for Potable Water facilities within the Village:

The LOS standards for residential users are:

A. 82 GPCD (GALLONS PER CAPITA/DAILY) LOS shall be utilized for that area served by the VPSUD; however, it is understood that 110 GPCD is the average set by the SFWMD for the area.
B. 115 GPCD LOS shall be utilized for that area served by the PBCWUD; however, it is understood that 110 GPCD is the average set by the SFWMD for the area. Please note that the amendment site is not served by the PBCWUD. As such, this LOS standard does not apply.

The LOS standards for additional water supply measures are:

A. A minimum pressure of 20 pounds per square inch shall be maintained.

B. 25% of the maximum daily flow + fire demand (120 min. x 1,000 gpm) shall be maintained in storage capacity.

ii. **Identify the facilities serving the amendment area.**

The Property is served by the Village Main Water Plant, which is managed and run by the Village.

iii. **Identify the wellfield serving the amendment area including the permitted capacity, committed capacity, remaining capacity and expiration date of the permit.**

The Village has reviewed this FLUM Amendment and determined sufficient capacity exists to serve the Project. A letter from the Village Utility Department indicating current demand and committed plant capacity is attached hereto as Exhibit "H".

iv. **Identify the additional potable water demand, based on adopted level of service resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.**

Please see table below, which identifies the maximum net impact on potable water demand resulting from the proposed amendment. It is important to note that the Project does not seek to utilize the maximum development allowed under the HDR future land use category and will therefore not realize the estimated demand below.

POTABLE WATER - Potential Change in Demand				
Land Use	**Units or Square Feet**	**Estimated Demand**	**Total Estimated Demand (GPD)**	**Total Estimated Demand (MGD)**
Other Public Facilities	317,116.8 SF	No Level of Service Provided in Comprehensive Plan	-	-
Low Density Residential	1 DU (2.5 pp unit)	82 Gallons per Capita Daily	205	0.000205
		TOTAL EXISTING DEMAND		
High Density Residential	349 DU (2.5 pp unit)	82 Gallons per Capita Daily	71,545	0.071545
		TOTAL POTENTIAL DEMAND	71,545	0.071545
		POTENTIAL POTABLE WATER CHANGE IN DEMAND	-	-

v. **Identify the projected/planned capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan-provide demand projections and information regarding planned wellfield and planned plant capacity expansions including year, funding sources and other relevant information. If additional wellfields are planned, provide status including the status of any permit applications.**

There are no planned improvements to increase capacity at this time.

vi. **Identify the existing and planned service to site – provide information regarding existing and proposed trunk lines and water main hookups to the amendment site.**

The water main will loop between a 12" water main located along the north side of the amendment areas and Lake Worth Drainage District L-8 Canal and a 6" water main along Lilian Rd.

C. **<u>Drainage Analysis</u>**:

i. **Provide the adopted level of service standard for the amendment area and the current level of service.**

The adopted Level of Service for drainage is established by Infrastructure Element Policy A.3. in the Village Comprehensive Plan, which establishes the following Level of Service Standard for Drainage facilities within the Village:

Design Storm: Three (3) year frequency, 24-hour (one day duration; rainfall intensity curve as established by the South Florida Water Management District).

ii. **Identify the drainage district and drainage systems serving the amendment area.**

The amendment area is located within the Lake Worth Drainage District area and is located contiguous to the Lake Worth Drainage District L-8 Canal.

iii. **Identify any planned drainage improvements, including year, funding sources and other relevant information.**

The Village has completed a Surface Water Master Plan, which details any planned drainage improvements including year, funding sources and other relevant information. There are no planned improvements that would affect the amendment area. In addition, the Project provides a drainage easement along the west property line in order to enable to Village to implement the regional Surface Water Master Plan in the future.

iv. **Indicate if a Basin Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.**

Please refer to the Drainage Report attached hereto as Exhibit "E".

v. **If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage**

authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

Please refer to the Drainage Report attached hereto as Exhibit "E" for details regarding how the amendment area will meet the adopted level of service for drainage.

D. **Solid Waste Analysis**:

i. **Provide the adopted level of service standard and the current level of service.**

The adopted Level of Service for Solid Waste is established by Infrastructure Element Policy A.3. in the Village Comprehensive Plan, which establishes the following Level of Service Standard for Solid Waste facilities within the Village:

Average Generation Rate
Garbage: 4.92 lbs./capita/day
Trash: 1.75 lbs/capita/day

ii. **Identify the solid waste facilities serving the amendment area including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.**

Republic Services contracts solid waste disposal for the Village. The anticipated solid waste demand is significantly lower than the existing maximum potential demand. The Solid Waste Authority manages solid waste facilities within Palm Beach County. Please refer to the January 6, 2021 Solid Waste Authority letter confirming availability of Solid Waste Disposal Capacity, which is attached hereto as Exhibit "I". The Solid Waste Authority has confirmed that the landfill at the Palm Beach Renewable Energy Park has an estimated 26,926,868 cubic yards of landfill capacity remaining, which is sufficiency capacity to serve the County through the year 2054.

iii. **Identify the additional solid waste demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot or dwelling unit.**

Please see table below, which identifies the maximum net impact on solid waste demand resulting from the proposed amendment. It is important to note that the Project does not seek to utilize the maximum development allowed under the HDR future land use category and will therefore not realize the estimated demand below.

SOLID WASTE - Potential Change in Demand			
Land Use	**Units or Square Feet**	**Estimated Demand**	**Total Estimated Demand (lbs./day)**
Public Facilities	317,116.8 SF	6.67 lbs/capita/day (Garbage: 4.92 lbs/capita/day Trash: 1.75 lbs/capita/day)	1,510,835
Low Density Residential	1 DU (2.5 pp unit)	6.67 lbs/capita/day	16.675
		TOTAL EXISTING DEMAND	1,510,851.67
High Density Residential	349 DU (2.5 pp unit)	4.92/capita/day	4,292.7
		TOTAL POTENTIAL DEMAND	4,292.7
		POTENTIAL SOLID WASTE CHANGE IN DEMAND	-1,506,558.97

iv. **Identify the existing and planned service to site.**

The project is designed to provide strategically placed solid waste pick up areas throughout the development to provide access to the service within the amendment area for all future residents.

E. **Recreation and Open Space Analysis**:

i. **Provide the adopted level of service standard.**

Active - (User-Oriented):

Recreational Activity	Standard (Unit/Pop.)
Tennis	1 court/4,500
Basketball	1 court/4,500
L. L. Basketball	1 field/18,000
S. Basketball	1 field/18,000
Adult Softball field	18,000
Football/soccer	1 field/9,000
Exercise Trail	10 Station/15,000
Playground	1 area/4,500

Passive (Resource Oriented):

Recreation Activity	Standard (Unit/Pop.)
Picnicking	1 acre/9,000
Fishing	1 site/7,500
Bicycling	1 mile/7,500

The applicant has ensured that the current level of service within the Village will not be adversely impacted with the addition of the Project through the provision well-planned amenities for the Project residents including a central park, dog park, tot lot, lakeside walking path, pool courtyard and clubhouse.

F. **Traffic Circulation Analysis**:

i. **Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.**

Please refer to the December 10, 2019 Traffic Study by Simmons and White specific to this Future Land Use Map Amendment, which is attached hereto as Exhibit "F".

ii. **Identify the projected level of service for the affected roadways and the quality of service (QOS) performance measures as specified in the Transportation Element of the City's comprehensive plan for the short term (2020) and long term (2035) planning horizons. Note source if not from the Metropolitan Planning Organization plans and projections.**

Please refer to the December 10, 2019 Traffic Study by Simmons and White, which is attached hereto as Exhibit "F".

iii. **Analyze the traffic impact from this amendment – calculate anticipated number of trips for the existing and proposed land use designations. Distribute the additional trips on the roadway network and identify the resulting level of service change for the short-range (2020) and long-range (2035) planning horizons. If this proposal amends an existing development order, compare impact from previous approval to the impact from the proposed development.**

Please refer to the December 10, 2019 Traffic Study by Simmons and White, which is attached hereto as Exhibit "F". As detailed in the Traffic Study, the existing mix of Low Density Residential and Other Public Facilities Future Land Use produces daily traffic generation of 9,149 trips per day, which is almost five (5) times the daily traffic generation of the 1,899 trips per day anticipated under the proposed High Density Residential future land use designation. Considering the significant trip reduction of the proposed High Density Residential future land use designation, approval of the requested amendment will reduce the potential traffic impact on the Village's roadways.

iv. **Evaluate the proposed traffic impact pursuant to the Palm Beach County Traffic Performance Standards Ordinance, and of the Village of Palm Springs if applicable.**

Please refer to the December 10, 2019 Traffic Study by Simmons and White, which is attached hereto as Exhibit "F". As detailed in the Traffic Study, the existing mix of Low Density Residential and Other Public Facilities Future Land Use produces daily traffic generation of

9,149 trips per day, which is almost five (5) times the daily traffic generation of the 1,899 trips per day anticipated under the proposed High Density Residential future land use designation. Considering the significant trip reduction of the proposed High Density Residential future land use designation, approval of the requested amendment will reduce the traffic impact on the Village's roadways.

v. **Provide any special transportation studies relating to this amendment.**

Please refer to the December 10, 2019 Traffic Study by Simmons and White, which is attached hereto as Exhibit "F".

G. **Mass Transit Analysis**:

i. **Provide the adopted level of service standard and the current level of service**.

Please refer to the December 10, 2019 Traffic Study by Simmons and White, which is attached hereto as Exhibit "F".

ii. **Identify the facilities serving the service area in which the amendment is located.**

Please refer to the December 10, 2019 Traffic Study by Simmons and White, which is attached hereto as Exhibit "F".

iii. **Identify the additional demand resulting from this amendment.**

Please refer to the December 10, 2019 Traffic Study by Simmons and White, which is attached hereto as Exhibit "F".

iv. **Identify the projected mass transit capacity and demand for short and long range planning horizons as identified within the adopted comprehensive plan – provide demand projections and information regarding planned capacity expansions including year, identified funding sources and other relevant information.**

Please refer to the December 10, 2019 Traffic Study by Simmons and White, which is attached hereto as Exhibit "F".

v. **Identify the existing and planned service to site.**

Please refer to the December 10, 2019 Traffic Study by Simmons and White, which is attached hereto as Exhibit "F".

H. **Public Education Analysis**:

i. **Identify the existing public elementary and secondary education facilities serving the area in which the amendment is located.**

Please refer to the following table for the elementary and secondary education facilities serving the amendment area.

SCHOOLS SERVING AMENDMENT AREA	
School Level	**Name of School**
Elementary School	Clifford O. Taylor/Kirklane
Middle School	Palm Springs Community
High School	John I. Leonard

ii. **Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.**

Please refer to the table below, which details the existing school enrollment and permanent design capacity of the elementary and secondary schools serving the area.

EXISTING SCHOOL ENROLLMENT AND PERMANENT CAPACITY				
Type	**Facility Name**	**FISH Capacity**	**Projected Enrollment (2020-2021)**	**Over/ Under FISH**
Elem	Clifford O. Taylor/ Kirklane	1,439	1,181	258
Middle	Palm Springs Community	1,704	1,593	111
High	John I. Leonard	3,132	3,396	-264
Source: Palm Beach County School District				

iii. **Identify the additional student demand resulting from this amendment –calculations should be based on generation rates provided by the School Board of Palm Beach County.**

Please see below for the anticipated student demand resulting from this amendment. It is important to note that the Project does not seek to utilize the maximum development allowed under the HDR future land use category and will therefore not realize the estimated demand below.

STUDENT GENERATION TABLE				
Level of School	**No. of Units**	**Unit Type**	**Generation Rate***	**Students Generated**
Elementary School	348	Apartments	0.083	29
Middle School	348	Apartments	0.034	12
High School	348	Apartments	0.041	15

* Source: Palm Beach County School District

A School Capacity Availability Determination ("SCAD") is included with this application as Exhibit "G".

iv. **Identify the planned and/or funded improvements to serve the area in which the amendment is located, as included within the School Board's five-year capital plan – provide student demand projections and information regarding planned permanent design capacities and other relevant information.**

No capital improvements were identified in the Palm Beach County School Board Five-Year Capital Improvements Plan for CO Taylor/Kirkland Elementary School, Palm Springs Middle School or John I. Leonard High School.

However, all of the public elementary and secondary education facilities serving the area have been modernized within the last fifteen years.

v. **Identify other public elementary and secondary school sites or alternative (such as site improvements, nominal fee lease options, shared use of public space for school purposes, etc.) not identified in Item #4 above, to serve the area in which the amendment is located**.

The Five-Year Capital Improvements Plan has allocated significant resources to Portables and Relocatable (portable classrooms). As such, the provision of a number of such portable classrooms for the use of the public schools nearing and/or at capacity may be appropriate to support the area in which the amendment is located.

6. **ANALYSIS OF NATURAL AND HISTORIC RESOURCES**:

A. **Historic sites or districts on the National Register of Historic Places or locally designated historic sites.**

The amendment area does not include any historic sites or districts on the National Register of Historic Places or locally designated historic sites.

B. **Archaeological sites listed on the Florida Master Site File.**

The amendment area does not include archaeological sites listed on the Florida Master Site File.

C. **Wetlands as determined by the SFWMD, Army Corps of Engineers and the Village of Palm Springs**

The Petitioner will coordinate the required agency review for the wetlands determination.

D. **"Endangered" or "threatened species" or "species of special concern". If yes, identify the species and show the habitat location on the map.**

The amendment area was previously developed. There are no known "endangered" or "threatened species" or "species of special concern".

E. **Plants listed in the Regulated Plants Index for protection by the Florida Department of Agriculture and Consumer Services and plants included in the Village of Palm Springs Listing of Species of Local Concern.**

No species listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services are known to exist on the amendment site.

F. **Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence. If so, specify the affected zone and any provisions that will be made to protect the wellfield.**

A small portion of the amendment area is located within Wellfield Protection Zone 4. Best management practices will be implemented as required within this zone.

G. **Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area's natural features.**

The soil topography will be altered within the site to construct the improvements of the amendment. Site grading will be required for development of the proposed use. Erosion and sediment control measure will be utilized to protect the adjacent natural features during

construction. All site alterations will be conducted in accordance with the Village of Palm Springs requirements.

7. **LAND USE COMPATIBILITY**

The proposed amendment is consistent with existing and planned future land uses in the area. The existing and proposed uses surrounding the Property are described in greater detail in the table below.

Location	Current Land Use Designation	Existing Use
North	Medium Density Residential | Commercial	LWDD Canal | Strip Retail | Residential
South	Low Density Residential | Commercial	Single Family Residential | Office Commercial
East	Commercial	Private School | Office Commercial
West	Medium Density Residential	Lakeside Condominiums – 18.74 DU/Acre

The proposed amendment is compatible with the existing medium-density residential developments to the north and west, the single-family residential uses immediately to the south, and the commercial offices and institutional uses to the north and east. The property directly to the west is developed as a three (3) and four (4) story condominium community with an existing density of 18.74 dwelling units per acre, which is complimentary with the proposed density of fifteen (15) dwelling units per acre. In fact, the nearest buildings to the west are developed as a four (4) story building type. As such, the three (3) story Project will provide a logical transition to the single family uses to the north and south. Further, the site plan for the proposed development is designed to locate the residences interior to the site and along Congress Avenue such that there is significant barrier, including landscaping and buffering to the south and west. In addition, the proposed multifamily use and density is more compatible with the lower density residential neighborhood to the south than the current Other Public Facilities future land use designation. The Project provides a complimentary transition from the busy Congress Avenue thoroughfare on the east and four (4) story condominiums on the west to the single-family neighborhood located to the south. Considering the foregoing, the Project, which will provide additional housing opportunities for current and future residents of the Village and employees of the surrounding commercial developments, is compatible with surrounding uses.

8. **HURRICANE EVALUATION ANALYSIS**

The amendment area is not located within a hurricane evacuation zone.

9. **REDEVELOPMENT ANALYSIS**

The amendment area is located within the Village of Palm Springs Community Redevelopment Agency ("CRA") area. The purpose of the Village's CRA is to stimulate and encourage economic development, provide increased public amenities, improve pedestrian/bicycle safety, and effectively manage redevelopment within the CRA to realize the Village's vision and long-term community goals. The Project furthers this intent by establishing new high-quality residential development, which will add new residents and increase the tax base within the Village. This additional density is necessary to stimulate the commercial and economic growth envisioned by the CRA. The Urban Land Institute's

"Ten Principles for Rebuilding Neighborhood Retail" indicate that "Great streets are always surrounded by dense residential development. Where residential growth and revitalization is occurring, retail is primed to follow; it simply will not occur the other way around. Retailers will not be attracted to a neighborhood street, regardless of how much public money they get, unless they see the cash registers ringing, and this depends on the strength of the surrounding residential market." As such, the addition of residential development will provide the necessary population to be a catalyst for commercial development along Congress Avenue and within the Village CRA. In addition, the Project provides amenities for its residents including a clubhouse with pool, large central park, tot lot, dog park, and lakeside walking path that will promote a high quality of life within the CRA area.

10. **INTERGOVERNMENTAL COORDINATION**

The amendment area is not adjacent to other local governments.

11. **CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES OF THE VILLAGE OF PALM SPRINGS COMPREHENSIVE PLAN, AND THE TREASURE COAST REGIONAL PLANNING COUNCIL'S STRATEGIC REGIONAL POLICY PLAN (SRPP)**

The proposed Future Land Use Map Amendment is consistent with the Village Comprehensive Plan the intent, goals, objectives and policies of the Village's Future Land Use Element ("FLUE") as follows:

The FLUM Amendment is consistent with The Village's Future Land Use Element Goal, which states, "A residential oriented community with an appropriate mix of land uses compatible with living styles and conditions established within the village." The FLUM Amendment is consistent with this goal as the amendment and its respective proposed development seeks to further provide modern, high-quality and urban housing opportunities for current and future residents of the Village. As population growth remains steady, the provision of additional housing opportunities is important for the maintenance of appropriately mixed land uses that meet living styles and conditions established within the Village.

The FLUM Amendment is compatible with FLUE Objective A and related policies A.1 - A.9, which call for the preservation of the Village as a primarily residential area which offers a variety of housing types and utilizes high quality residential design construction and redevelopment activities. The proposed FLUM Amendment will help to meet future demand by actively redeveloping an under-utilized site for modern residential uses, while also applying high quality design standards as outlined by the Village in policy A.6. Further, the FLUM Amendment and proposed use aligns with the Village's Policy A.3, which mandates the promotion of locating multi-family residential development in areas with direct access to collector or arterial streets.

The FLUM Amendment is compliant with FLUE Objective E and the related policies E.1 – E.4 requiring that development and redevelopment activities shall be undertaken in a manner to ensure the protection of natural and historic resources as well as village character. Overall wildlife utilization on the site is classified as very poor, and as the site has been previously developed for recreational uses, the proposed amendment and intended use will support the area's natural resources or Village character. Finally, an approximately 2-acre lake is proposed onsite within the amendment site, which will maintain adequate stormwater runoff onto the onsite lake, in accordance with Policy E.1.

The FLUM Amendment is consistent with Objective F and the policies F.1 – F.6 therein, requiring that Level of Service Standards for all public facilities and services facilitated by proposed future land uses are met by any development and/or redevelopment of areas within the Village. The proposed use of the amendment site will satisfy all performance standards and requirements relating to the provision of public/community facilities and utility requirements.

The FLUM Amendment is consistent with Objective G and the related policies G.1 – G.4 therein, which require the management of future growth and development within the Village. The proposed use of the amendment site complies with the enforcement of the Village's land development regulations and the necessity of appropriate coordination of future land uses with the topography, soil conditions, and availability of facilities and services within the area. In addition to meeting the Village's

abovementioned criteria, the proposed amendment and use aligns with the development pattern and character of the Village while also being a practical and efficient approach to providing new housing stock and managing the area's growth and demand. Further, as mandated in Policy G.1, the proposal would effectively regulate the use, intensity, and location of land development in a manner that is compatible with adjacent land uses and provides for open spaces, as well as the protection of public safety and of natural resources as delineated in the Village's Conservation Element.

The Proposed FLUM Amendment is consistent with Objective I, which requires the coordination with appropriate governments and agencies at the time of site plan review to mitigate potential mutual adverse impacts of future development and redevelopment activities. As such, the Project will coordinate requests with the necessary agencies, organizations and municipalities, as appropriate, for any development orders, permits, and project proposals throughout the site plan review process.

The Proposed FLUM Amendment is consistent with objective K and the policies K.1 – K.4 therein, relating to the discouragement of urban sprawl in order to achieve a compact urban form. In addition to meeting the Level of Service Standards set out by the Village, the Project promotes the efficient use of land as well as public services and facilities through high-density, high-quality residential design. Further, as the Project is bounded to the west and north by Residential Medium Density land uses and to the east by an arterial roadway, the Project is complementary to the surrounding uses and development pattern of the Village while also being a sensible approach to providing new housing stock.

The Proposed FLUM Amendment is consistent with Objective L and the related policies L.1 – L.3 therein, concerning the need to ensure the availability of adequate facilities and services necessary to support development. The Project intends to meet the requirements relating to the issuance of permits conditional to the availability of facilities and services necessary to support the impact of said development.

The Proposed FLUM Amendment is consistent with Objective N and the related policies N.1 – N.3 therein, relating to encouraging the development of innovative mixed-use projects. The Project supports the creation of mixed-use corridors and urban form through the provision of complementary high-density residential uses, which in turn increases the demand for dense, walkable, and mixed-use communities nearby and increases the demand for commercial uses along the Congress Avenue corridor.

The Proposed FLUM Amendment is consistent with Objective Q and the related policies Q.1 – Q.8 therein, mandating for the encouragement of efficient land use patterns and sustainable design practices in development and redevelopment activities. As aforementioned, the Project promotes sustainable land uses and urban form through high quality, high-density design, in turn advancing the efficient use of land and of the [procurement of] infrastructure necessary to support the resident population generated, within the Village.

Considering the foregoing analysis, the requested FLUM Amendment is consistent and compatible with the City's Comprehensive Plan.

12. **POPULATION PROJECTIONS**

A. **Population projections for the 20-year planning horizon (indicate year).**

Village of Palm Springs' Populations projections by year:
2025: 24,472
2030: 25,403
2035: 26,410
2040: 27,456
Source: Palm Beach County

B. **Revised population projections resulting from the proposed land use (if applicable).**

The average household is comprised of 2.50 persons according to the 2013-2017 ACS Survey 5-Year Estimates Data for the census tract wherein the amendment site is located. As such, the proposed development is likely to provide housing for approximately 660 current or future Village residents.
With the above forgoing, the revised population projections for Village of Palm Springs, resulting from proposed land use are as follows:
2025: 25,132
2030: 26,063
2035: 27,070
2040: 28,116

C. **Whether the proposed development (if it provides housing) is proposed to meet the housing needs of the projected population as identified within Village of Palm Springs Comprehensive Plan.**
The proposed development will provide new quality housing opportunities for existing and future residents of the Village. As such, by increasing the supply of housing in the form of efficient and dense multi-family housing units, the proposed development will help to further meet the housing needs of the projected population for the Village.

D. **Using population projections for the 20-year planning horizon, demonstrate the effect of the proposed amendment on the land needed to accommodate the projected population.**

The proposed land use will have a positive impact on the Village's ability to meet the needs of the population over the 20-yeare period by providing additional quality housing opportunity within the village.

13. **ADDITIONAL SUPPORT DOCUMENT**
There are no additional support documents related to this application.

14. **PLAN ELEMENTS**

A. **The entire element being amended.**

There are no text changes proposed as a part of the requested amendment.

B. **Proposed text changes.**

No text changes are proposed to the Village's Comprehensive Plan.

C. **Future Land Use Map showing, at a minimum, the boundary of the subject property, surrounding street network, surrounding future land uses, and natural resources. Please refer to Section 163.3177(6), Florida Statutes, for all items that may be applicable and will need to be depicted.**

Please refer to Exhibit "C" included with this transmittal, which shows the Village's Future Land Use Map, the boundary of the amendment area, surrounding street network, surrounding future land uses and natural resources.

D. **Evaluation and Appraisal Report (if done in conjunction with the proposed amendment)**

No Evaluation and Appraisal Report is required in conjunction with the proposed amendment.

EXHIBIT A

Letter from Village

Village of Palm Springs
"a great place to call home"
Planning, Zoning & Building

226 Cypress Lane • Palm Springs, Florida 33461-1699
561.965.4016 • Fax 561.439.4132

November 19, 2018

Jeff Spear
The Spear Group
3921 SW 47th Avenue, Suite 1013
Ft. Lauderdale, FL 33314

RE: Zoning Confirmation for: 2085 S. Congress Avenue and 3243 Lillian Road
Parcels# 70-43-44-18-00-000-1040 / 70-43-44-18-05-010-0040

Dear Mr. Spear:

The purpose of this letter is to advise you that the subject property located at 2085 S. Congress Avenue ("the Property") has a Future Land Use designation of "Other Public Facilities", in recognition of the YMCA's outreach programs and recreational activities. The existing zoning classification is Residential Multiple-Family ("RM").

As we've discussed, Village staff believes that a request for land use amendment to a Residential or Mixed-Use (MU) category would be considered favorably. The Property is bounded by Commercial land use along the Congress Avenue corridor, Low Density Residential to the south, and Medium Density Residential to the west and north.

During deliberation of a land use amendment, compatibility with adjacent uses will be considered. One-story single-family houses are located along the Property's southern perimeter. Three-story condominiums (senior housing) are located along the Property's western perimeter. It is noted that while the Lakeside Village condominium is designated with the Village's Medium Density Residential land use category (10 dwelling units per acre), the actual density is 18.74 dwelling units per acre.

The Village encourages a mixed-use project in consideration of the neighborhood-serving commercial uses along Congress Avenue. Based on our records, the gross acreage of the Property is 18.387 acres in consideration of the Congress Avenue and Lillian Road frontages. An integrated mixed-use project comprised of Commercial and High Density Residential land use would yield up to 400,470 s.f. of commercial uses and 349 dwelling units, subject to compliance with applicable land development regulations such as landscape buffers, parking and open space area. Deviations from standards of the Village code may be granted as waivers in a planned development (rather than variances) to allow flexibility in site design and preservation of the Village's "small town feel".

Access onto Lillian Road will be restricted in any development proposal; although emergency vehicle access and pedestrian access will be permissible.

A full copy of the Village Land Development Regulations applicable within the MU and RM zoning districts are available online at: www.villageofpalmsprings.org

If you need further assistance, please do not hesitate to contact me.

Sincerely,

Kim Glas-Castro, AICP LEED AP
Planning, Zoning & Building Director

EXHIBIT B

Survey

Boundary Survey For:
WAVERLY SP2, LLC

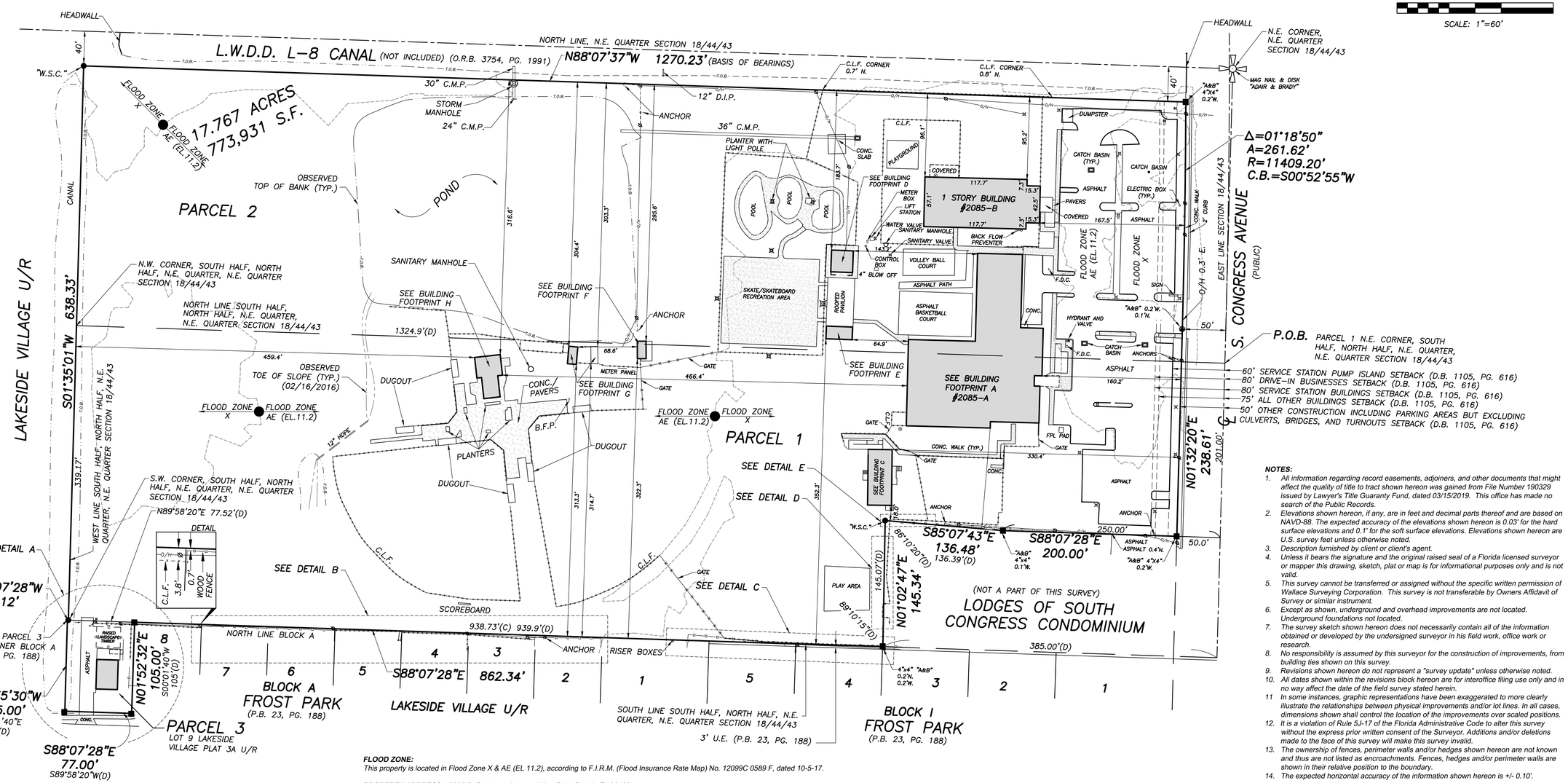
This survey is made specifically and only for the following party for the purpose of design on the surveyed property.

Waverly SP2, LLC

The undersigned surveyor assumes no responsibility or liability for any other purpose or to any other party other than stated above.

LEGEND

A	= ARC LENGTH
A/C	= AIR CONDITIONING
A.E.	= ACCESS EASEMENT
A.K.A.	= ALSO KNOWN AS
B.F.P.	= BACKFLOW PREVENTER
BLDG.	= BUILDING
B.M.	= BENCHMARK
B.O.C.	= BACK OF CURB
B.O.W.	= BACK OF WALK
(C)	= CALCULATED
CATV	= CABLE ANTENNA TELEVISION
C.B.	= CHORD BEARING
C.B.S.	= CONCRETE BLOCK STRUCTURE
C.C.C.L.	= COASTAL CONSTRUCTION CONTROL LINE
CH	= CHORD
C.L.F.	= CHAIN LINK FENCE
CLR.	= CLEAR
C.M.P.	= CORRUGATED METAL PIPE
CONC.	= CONCRETE
(D)	= DESCRIPTION DATUM
D.B.	= DEED BOOK
D.E.	= DRAINAGE EASEMENT
D.H.	= DRILL HOLE
D/W	= DRIVEWAY
EL.	= ELEVATION
ENC.	= ENCROACHMENT
E.O.P	= EDGE OF PAVEMENT
E.O.W.	= EDGE OF WATER
ESMT	= EASEMENT
F.F.	= FINISH FLOOR
FND.	= FOUND
F.O.C.	= FACE OF CURB
I.D.	= INSIDE DIAMETER
INV.	= INVERT
I.T.W.C.D.	= INDIAN TRAIL WATER CONTROL DISTRICT
L.A.E.	= LIMITED ACCESS EASEMENT
L.B.	= LICENSE BOARD
L.W.D.D.	= LAKE WORTH DRAINAGE DISTRICT
(M)	= FIELD MEASUREMENT
M.H.	= MANHOLE
M.H.W.L.	= MEAN HIGH WATER LINE
M.L.W.L.	= MEAN LOW WATER LINE
N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM
N.P.B.C.I.D.	= NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
N.T.S.	= NOT TO SCALE
O.A.	= OVERALL
O.D.	= OUTSIDE DIAMETER
O/H	= OVERHEAD UTILITY LINE
O.R.B.	= OFFICIAL RECORD BOOK
O/S	= OFFSET
(P)	= PLAT DATUM
P.B.	= PLAT BOOK
P.B.C.	= PALM BEACH COUNTY
P.C.	= POINT OF CURVATURE
P.C.C.	= POINT OF COMPOUND CURVATURE
P.C.P.	= PERMANENT CONTROL POINT
PG.	= PAGE
P.I.	= POINT OF INTERSECTION
P/O	= PART OF
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
P.R.C.	= POINT OF REVERSE CURVATURE
P.R.M.	= PERMANENT REFERENCE MONUMENT
PROP.	= PROPOSED
P.T.	= POINT OF TANGENCY
PVM'T	= PAVEMENT
(R)	= RADIAL
R	= RADIUS
RGE.	= RANGE
R.P.B.	= ROAD PLAT BOOK
R/W	= RIGHT OF WAY
(S)	= SURVEY DATUM
S.B.	= SETBACK
SEC.	= SECTION
S/D	= SUBDIVISION
S.F.	= SQUARE FEET
S.F.W.M.D.	= SOUTH FLORIDA WATER MANAGEMENT DISTRICT
S.I.R.W.C.D.	= SOUTH INDIAN RIVER WATER CONTROL DISTRICT
S.R.	= STATE ROAD
STA.	= STATION
STY.	= STORY
S/W	= SIDEWALK
T.O.B.	= TOP OF BANK
T.O.C.	= TOP OF CURB
TWP.	= TOWNSHIP
TYP.	= TYPICAL
U/C	= UNDER CONSTRUCTION
U.E.	= UTILITY EASEMENT
U.R.	= UNRECORDED
W.C.	= WITNESS CORNER
W.M.E.	= WATER MANAGEMENT EASEMENT
W.M.M.E.	= WATER MANAGEMENT MAINTENANCE EASEMENT
W.M.T.	= WATER MANAGEMENT TRACT
℄	= BASELINE
℄	= CENTERLINE
△	= CENTRAL ANGLE/DELTA
■	= CONCRETE MONUMENT FOUND (AS NOTED)
□	= CONCRETE MONUMENT SET (LB #4569)
●	= ROD & CAP FOUND (AS NOTED)
○	= 5/8" ROD & CAP SET (LB #4569)
⊙	= IRON PIPE FOUND (AS NOTED)
◕	= IRON ROD FOUND (AS NOTED)
▲	= NAIL FOUND
◉	= NAIL & DISK FOUND (AS NOTED)
⊚	= MAG NAIL & DISK SET (LB #4569)
℄	= PROPERTY LINE
⊘	= UTILITY POLE
♙	= FIRE HYDRANT
⊞	= WATER METER
⋈	= WATER VALVE
⊠	= LIGHT POLE



N
W E
S

0' 60' 120' 180'

SCALE: 1"=60'

NOTES:

1. *All information regarding record easements, adjoiners, and other documents that might affect the quality of title to tract shown hereon was gained from File Number 190329 issued by Lawyer's Title Guaranty Fund, dated 03/15/2019. This office has made no search of the Public Records.*
2. *Elevations shown hereon, if any, are in feet and decimal parts thereof and are based on NAVD-88. The expected accuracy of the elevations shown hereon is 0.03' for the hard surface elevations and 0.1' for the soft surface elevations. Elevations shown hereon are U.S. survey feet unless otherwise noted.*
3. *Description furnished by client or client's agent.*
4. *Unless it bears the signature and the original raised seal of a Florida licensed surveyor or mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.*
5. *This survey cannot be transferred or assigned without the specific written permission of Wallace Surveying Corporation. This survey is not transferable by Owners Affidavit of Survey or similar instrument.*
6. *Except as shown, underground and overhead improvements are not located. Underground foundations not located.*
7. *The survey sketch shown hereon does not necessarily contain all of the information obtained or developed by the undersigned surveyor in his field work, office work or research.*
8. *No responsibility is assumed by this surveyor for the construction of improvements, from building ties shown on this survey.*
9. *Revisions shown hereon do not represent a "survey update" unless otherwise noted.*
10. *All dates shown within the revisions block hereon are for interoffice filing use only and in no way affect the date of the field survey stated herein.*
11. *In some instances, graphic representations have been exaggerated to more clearly illustrate the relationships between physical improvements and/or lot lines. In all cases, dimensions shown shall control the location of the improvements over scaled positions.*
12. *It is a violation of Rule 5J-17 of the Florida Administrative Code to alter this survey without the express prior written consent of the Surveyor. Additions and/or deletions made to the face of this survey will make this survey invalid.*
13. *The ownership of fences, perimeter walls and/or hedges shown hereon are not known and thus are not listed as encroachments. Fences, hedges and/or perimeter walls are shown in their relative position to the boundary.*
14. *The expected horizontal accuracy of the information shown hereon is +/- 0.10'.*

TITLE COMMITMENT REVIEW

CLIENT:	WAVERLY SP2, LLC	FILE NO. : 190329	DATE: 03/15/19			
REVIEWED BY:	CRAIG L. WALLACE	JOB NO. : 09-1252.29				
B2 ITEM NO.	**DOCUMENT**	**DESCRIPTION**	**AFFECTS AND PLOTTED**	**AFFECTS AND NOT PLOTTABLE**	**DOES NOT AFFECT**	**NOT A SURVEY MATTER**
1-8	N/A	STANDARD EXCEPTIONS				•
9	DB 1105, PG 616	Resolution Fixing Setback Restrictions for Buildings and Improvements	•			
10	O.R.B. 3035, PG. 226	Restrictions, covenants, and conditions for no food service				•
11	O.R.B. 6495, PG. 761 O.R.B. 6495, PG. 1165 O.R.B. 1792, PG. 612	Any right, title or interest of the Lake Worth Drainage Distirct. Incomplete copy supplied, the north 40' was deeded to LWDD in (O.R.B. 3754, PG. 1991) as indicated hereon.		•		
12	O.R.B. 4212 PG. 78	Temporary Fencing Permit, allows fencing of the L-8 canal right of way. Lease(s), and of lessee(s)		•		
13	N/A					•

FLOOD ZONE:
This property is located in Flood Zone X & AE (EL 11.2), according to F.I.R.M. (Flood Insurance Rate Map) No. 12099C 0589 F, dated 10-5-17.

PROPERTY ADDRESS: *2085 S. Congress Avenue, West Palm Beach, FL 33406*

LEGAL DESCRIPTION:

PARCEL 1
A parcel of land in Section 18, Township 44 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

BEGINNING *at the northeast corner of the south half of the north half of the northeast quarter of the northeast quarter of said Section 18; thence westerly along the north line thereof a distance of 1324.9 feet to the northwest corner thereof: thence southerly along the west line thereof a distance of 339.17 feet to the southwest corner thereof; thence easterly along the south line thereof and along the north line of* ***FROST PARK*** *according to the plat thereof recorded in Plat Book 23, Page 188, Public Records of Palm Beach County, Florida, a distance of 939.9 feet, more or less, to a point 385 feet west of the east line thereof; thence northerly, making an angle with the preceding course, measured from West to North of 80 degrees 10 minutes 15 seconds, a distance of 145.07 feet; thence easterly, making an angle with the preceding course, measured from South to East of 86 degrees 10 minutes 30 seconds, a distance of 136.39 feet; thence easterly, parallel to the north line of said* ***FROST PARK****, a distance of 250 feet to a point in the east line of said Section 18; thence northerly along the east line of said Section 18, a distance of 201 feet to the* ***POINT OF BEGINNING****.*

LESS AND EXCEPTING *that portion of said Parcel which lies within the right-of-way of Congress Avenue.*

Parcel 2
The North 1 /4 of the NE 1 /4 of the NE 1/4 of Section 18, Township 44 South, Range 43 East. ***LESS AND EXCEPTING*** *thereof that portion of said Parcel which lies within the right-of-way of Congress Avenue and* ***LESS AND EXCEPTING*** *North forty feet (N. 40') as deeded to Lake Worth Drainage District in Quit Claim Deed recorded in Official Records Book 3754, Page 1991.*

PARCEL 3
A portion of Block A, ***FROST PARK****, as recorded in Plat Book 23, Page 188, Public Records of Palm Beach County, Florida, and being more particularly described as follows:*

BEGINNING *at the Northwest corner of said Block A; thence North 89°58'20" East (an assumed bearing and all other bearings are relative thereto), along the North line of said Block A, a distance of 77.52 feet; thence South 00°01'40" West, a distance of 105.00 feet; thence South 89°58'20" West, a distance of 77.0 feet; thence North 00°01'40" East, a distance of 105.00 feet to the* ***POINT OF BEGINNING.***

Also known as Lot 9, ***LAKESIDE VILLAGE PLAT 3A*** *(unrecorded).*

CERTIFICATION:
I HEREBY ATTEST *that the survey shown hereon conforms Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers adopted in Rule 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes, effective September 1, 1981.*

DATE OF LAST FIELD SURVEY: 04/22/2019

Craig L. Wallace
Professional Surveyor and Mapper
Florida Certificate No. 3357

REVISIONS:
04/22/19 SURVEY & TIE-IN UPDATE I.D./S.W. 09-1252.29 WP168/77
02/18/16 SVY. UPD SPOT ELEVATIONS E.G./N.L. 09-1252.27 LW114/20
07/25/14 SVY UPD. T/I FINAL (OF NEWLY CONSTRUCTED IMPROVEMENTS ONLY) B.M./U.P. 09-1252.22 LW107/5
RECERTIFY M.B. 09-1252.21
02/28/14 U/C T/I & EL. T.S./U.P. 09-1252.17 LW106/10
03/30/13 SURVEY AND TIE-IN UPDATE AND CANAL X-SECTIONS J.P./M.B. 09-1252.11 LW102/8
04/03/12 PLOT FLOOD ZONE LINE M.B. 09-1252.10
02/28/12 LOCATE FIRE HYDRANT J.P./M.B. 09-1252.9 LW98/14
12/12/11 SURVEY AND TIE-IN UPDATE AND SPOT ELEVATIONS B.M./M.B. 09-1252.8 LW97/56
09/15/10 SPOT ELEVATIONS R.C./M.B. 09-1252.6 WP115/70

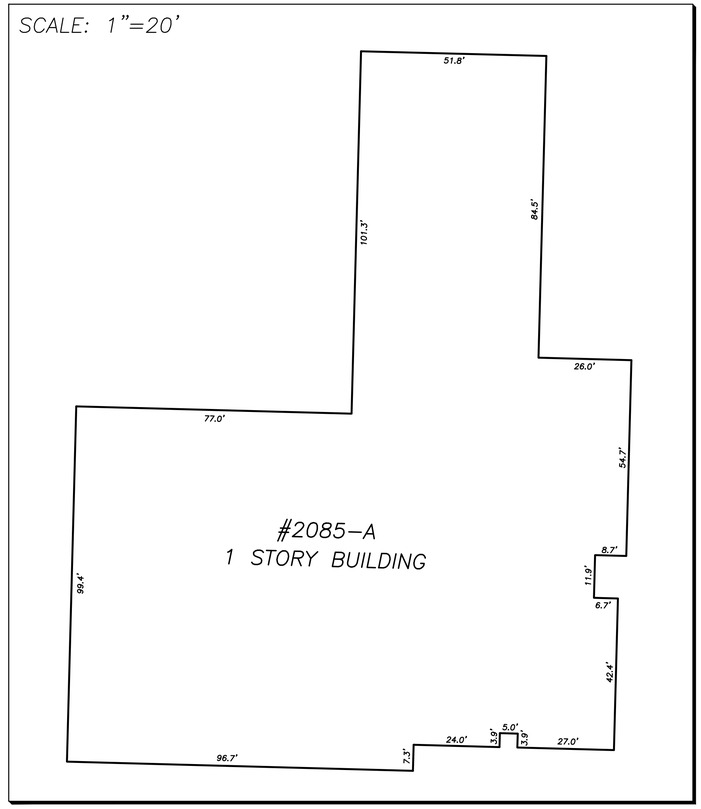
Boundary Survey For:
WAVERLY SP2, LLC

WALLACE SURVEYING CORP. LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

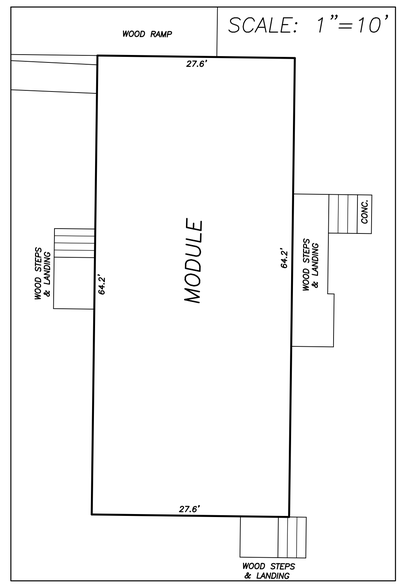
FIELD: J.P.	JOB NO.: 09-1252.3	F.B. WP114 PG. 17	
OFFICE: K.S.	DATE: 6/3/10	DWG. NO. 09-1252-1	
CK'D: C.W.	REF: 09-1252-1.DWG	SHEET 1 OF 3	

BUILDING FOOTPRINTS

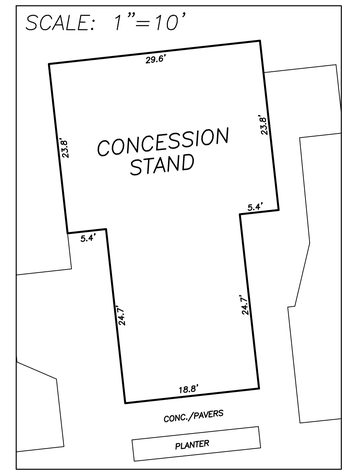
BUILDING FOOTPRINT A



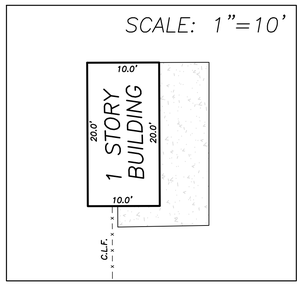
BUILDING FOOTPRINT C



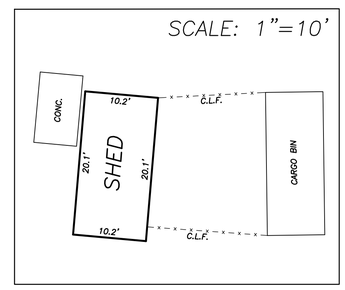
BUILDING FOOTPRINT H



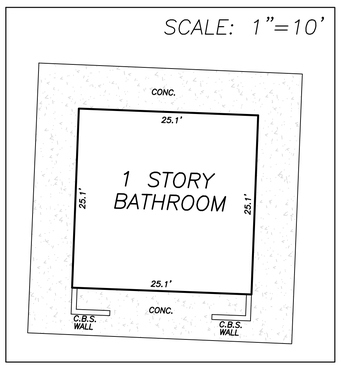
BUILDING FOOTPRINT F



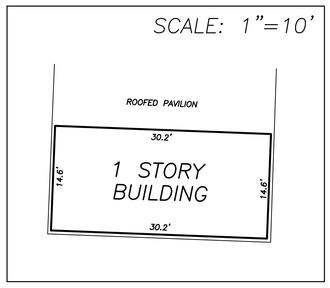
BUILDING FOOTPRINT G



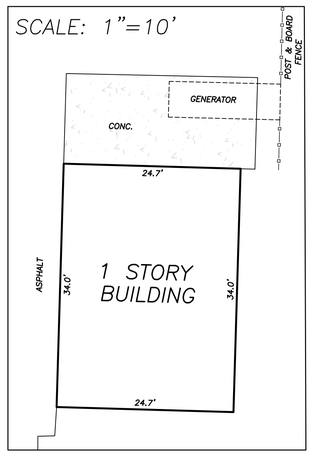
BUILDING FOOTPRINT D

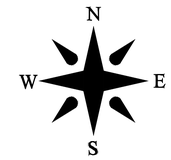


BUILDING FOOTPRINT E



BUILDING FOOTPRINT I





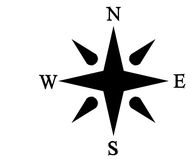
Boundary Survey For:

WAVERLEY SP2, LLC

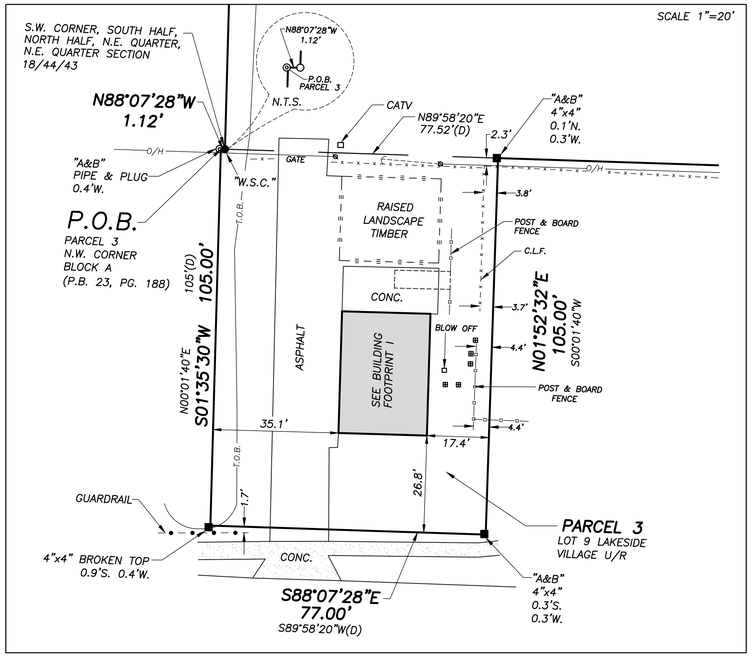
WALLACE SURVEYING
CORP. LICENSED BUSINESS # 4588
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

FIELD: J.P.	JOB NO.: 09-1252.3	F.B. WP114 PG. 17
OFFICE: K.S.	DATE: 6/3/10	DWG. NO. 09-1252-1
CK'D: C.W.	REF: 09-1252-1.DWG	SHEET 2 OF 3

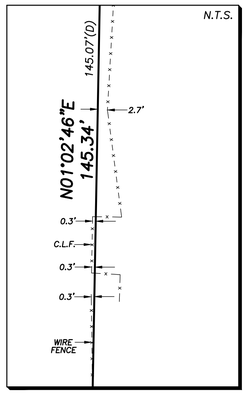
DETAIL SHEET



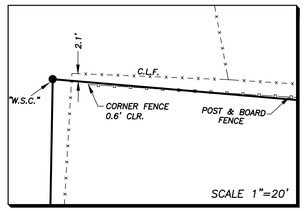
DETAIL A



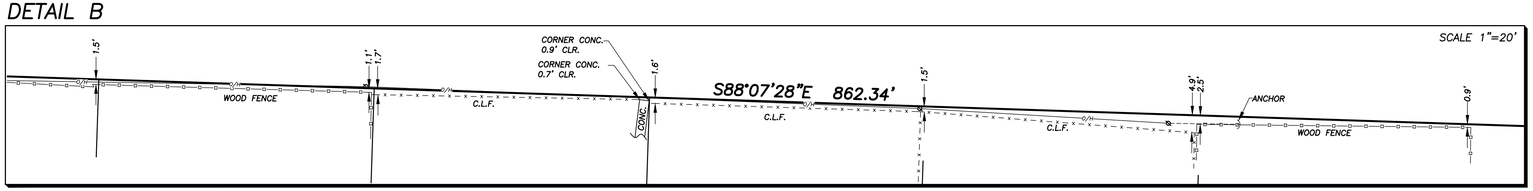
DETAIL D



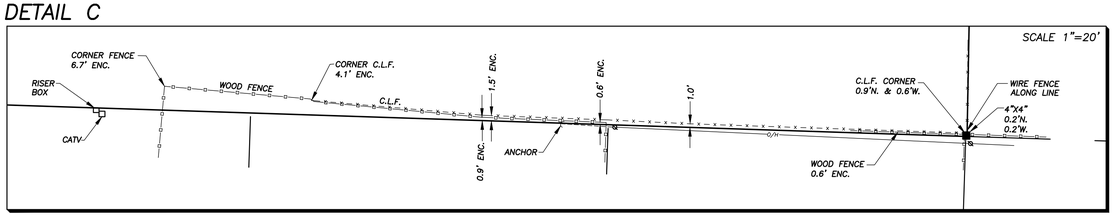
DETAIL E



DETAIL B



DETAIL C



Boundary Survey For:

WAVERLEY SP2, LLC

WALLACE SURVEYING CORP. LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 • (561) 640-4551

FIELD: J.P.	JOB NO.: 09-1252.3	F.B. WP114 PG. 17
OFFICE: K.S.	DATE: 6/3/10	DWG. NO. 09-1252-1
CK'D: C.W.	REF: 09-1252-1.DWG	SHEET 3 OF 3

EXHIBIT C

FLUM

Exhibit "C" – Existing Village of Palm Springs Future Land Use Designation

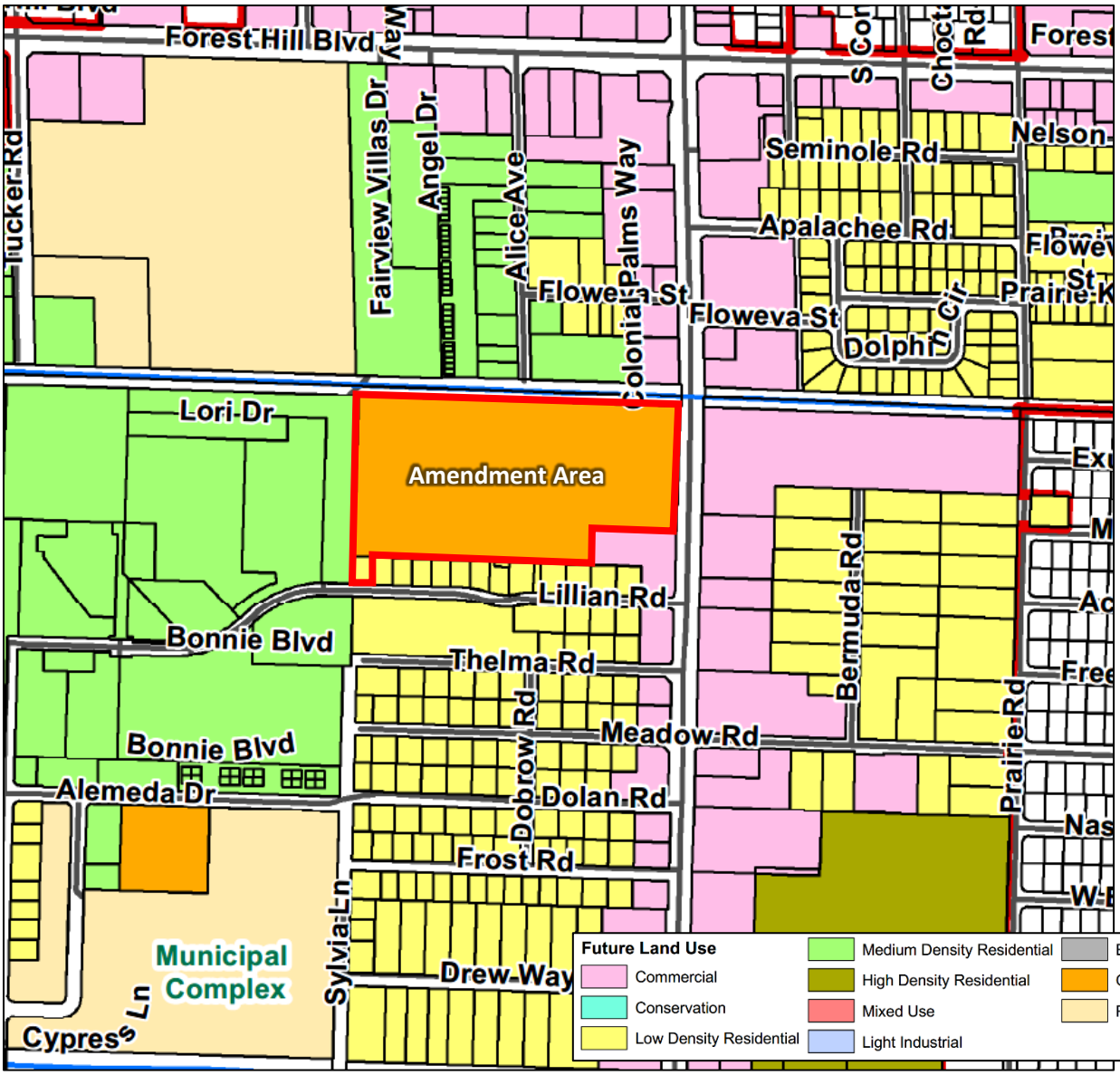


EXHIBIT D

Zoning Map

Exhibit "D" – Existing Village of Palm Springs Zoning Districts

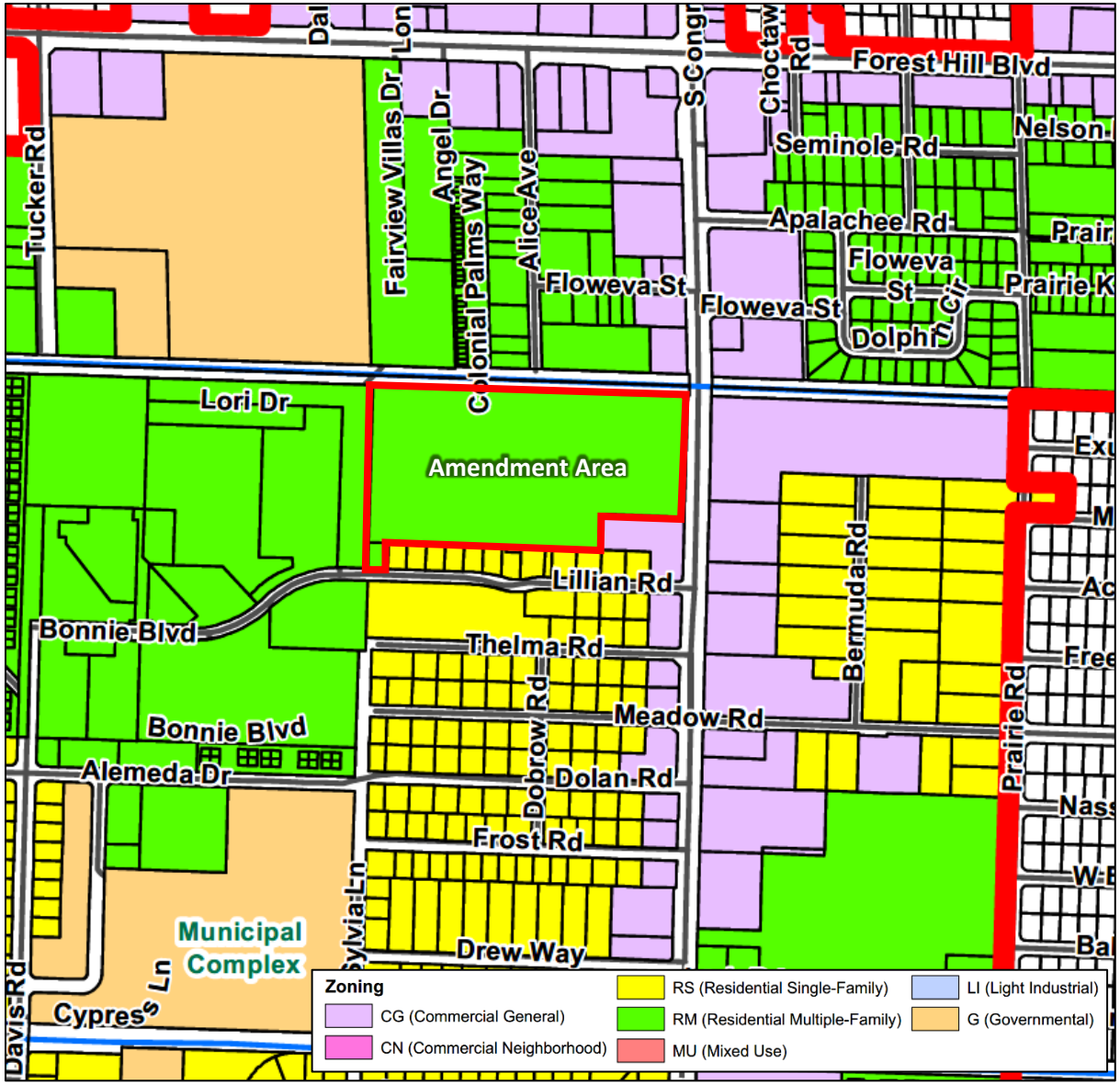


EXHIBIT E

Drainage Report

SURFACE WATER MANAGEMENT CALCULATIONS

Palm Springs Residences

PALM SPRINGS, FLORIDA

HSQ PROJECT No.: 190321

Prepared For:

The Spear Group

Prepared By:

HSQ GROUP, INC.

Engineers ● Planners ● Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

(561) 392-0221 Phone

Zachary Todd, P.E.

Fl Reg # 84179

DATE: February 24th, 2021 REV March 23rd, 2021

GIVEN: **Pre- Development**

A. LAND USE SUMMARY:

1.	Lake Area =	1.760	ac.	
2.	Buildings =	0.770	ac.	
3.	Impervious Areas =	2.600	ac.	
4.	Pervious Areas =	12.630	ac.	PRE DEVELOPMENT CALCS
5.	**Total =**	**17.760**		
		17.76		

B. PROPOSED improvements:

Construcion of a commercial self storage facility

DESIGN CRITERIA:

A. WATER QUALITY CRITERIA:

1. If a wet detention system, then whichever is the greater of the following:
   a. The first inch of runoff from the entire project site.
   b. The amount of 2.5 inches times the percent impervious for the project site.
2. If a dry detention system, then 75% of the volume required for the wet detention system.
3. If a retention system, then 50% of the volume required.
4. If the property is zoned "Commercial", at least 0.5 inches of retention or dry detention pre-treatment will be required.
5. Any detention system shall be designed to discharge no more than 0.5 inches of the detained volume per day.

B. WATER QUANTITY CRITERIA:

1. DESIGN EVENTS AND RAINFALL AMOUNTS:

a. Design Event for Minimum Road Elevation:

Frequency:	5	year
Duration:	1	day
Amount:	7.00	inches

b. Design Event for Minimum Discharge Elevation:

Frequency:	10	year
Duration:	3	day
Amount:	11.00	inches

c. Design Event for Minimum Finish Floor Elevation:

Frequency:	100	year
Duration:	3	day
Amount:	16.00	inches

2. ADDITIONAL DESIGN INFORMATION:

a.	Design Water / Control Elevation:	8.50	NGVD.
b.	Drainage Basin / Canal Number:	L-8 LWDD canal	35 CSM 10 year

COMPUTATIONS:

A. WATER QUALITY COMPUTATIONS:

1. Compute the first inch of runoff from the entire developed project site:
   = 1.00 inch X 17.760 acres X (1 foot / 12 inches)
   = **1.480 ac-ft for the first inch of runoff**

2. Compute 2.5 inches times the percent impervious for the developed project site:
   a. Site area for water quality pervious / impervious calculations only:
      = Total Project - (Lake Area + Buildings)
      = 17.760 acres - (1.760 acres + 0.770 acres)
      = **15.230 acres of site area for water quality calculations**

   b. Impervious area for water quality pervious / impervious calculations only:
      = Site area for water quality - Pervious area
      = 15.230 acres - 12.630 acres
      = **2.600 acres of impervious area for water quality calculations**

   c. Percentage of impervious area for water quality:
      = Impervious area for water quality / Site area for water quality X 100%
      = 2.600 acres / 15.230 acres X 100%
      = **17.07 % Impervious**

   d. For 2.5 inches times the percentage of impervious area:
      = 2.5 inches X 17.07 %
      = **0.427 inches to be treated**

   e. Compute volume required for quality detention:
      = Inches to be treated X (Total Site Area - Lake Area)
      = 0.427 inches X (17.760 acres - 1.760 acres) X (1 foot / 12 inches)
      = **0.569 ac-ft required for detention storage**

3. The first inch of runoff from the entire developed site = 1.480 ac-ft
   2.5 inches times the percentage of impervious area = 0.569 ac-ft

   The volume of 1.480 ac-ft controls

4. If the project is zoned "Commercial" or if the project were discharging directly to a sensitive receiving body and is more than 40% impervious, 0.5 inches of dry detention pre-treatment must be provided:

   = 0.5 inches X (Total Site Area - Lake Area)
   = 0.5 inches X (17.760 acres - 1.760 acres) X (1 foot / 12 inches)
   = **0.667 ac-ft required for pre-treatment**

5. Compute credit for using one of the following systems:

   a. Wet detention volume to be provided:
      = Total required detention - Pre-treatment
      = 1.480 ac-ft - 0.667 ac-ft
      = **0.813 ac-ft of volume required for wet detention**

   b. Dry detention volume to be provided (75% of the total required detention volume):
      = Total required detention volume X 75%
      = 1.480 ac-ft X 75%
      = **1.110 ac-ft of volume required for dry detention**

   c. Dry retention volume to be provided (50% of the total required detention volume):
      = Total required detention volume X 50%
      = 1.480 ac-ft X 50%
      = **0.740 ac-ft of volume required for dry retention**

B. SUMMARY OF WATER QUALITY COMPUTATIONS:

Item:	Description:	Quantity:	
A.1	First inch of runoff from entire project site =	1.480	ac-ft
A.2	2.5 inches times percent impervious =	0.569	ac-ft
A.3	Volume to be treated =	1.480	ac-ft
A.4	Pre-treatment required for commercial site =	0.667	ac-ft
A.5.a	Wet detention volume required =	0.813	ac-ft
A.5.b	Dry detention volume required =	1.110	ac-ft
A.5.c	Dry retention volume required =	0.740	ac-ft
A.5.d	Exfiltration trench volume required =	1.480	ac-ft

C. STAGE ELEVATION INFORMATION:

Item:	Description:	S type	Area ac.	Low ft.	High ft.	I %	C %	Total Area %
1	lake	V	1.760	8.50	8.50	100	100	9.96
2	LAKE BANK	L	0.260	8.50	11.50	0	100	1.47
3	lake	V				100		0.00
4	SWALE	L	0.000	15.00	17.00	0	100	0.00
5	n / a	V	0.000					0.00
6	Berm area	L	0.000	18.00	19.00	0	100	0.00
7	n / a	L						0.00
8	upland green area	L	12.280	11.50	13.50	0	100	69.50
9	sidewalk	L	0.000	13.00	13.50	100	100	0.00
10	pavement area	L	2.600	12.50	13.80	100	100	14.71
11	Building Coverage Areas	V	0.770	14.00	14.00	100	100	4.36
	Total:		**17.670**	**8.50**	**19.00**	**29.03**	**100.00**	**100.0**

* Abbreviations: S = Storage; (V = Vertical Storage & L = Linear Storage)
I = Impervious
C = Compaction; (Use the following compaction factors: 0%, 50%, 100%)

D. SCS CURVE NUMBER AND SOIL STORAGE CALCULATIONS:

1. Soil Moisture Storage Table:

Existing Soil Type: 1 **COASTAL**

Depth to Water Table ft.	Cumulative Water Storage (Pre.-Dev.) in.	Compacted Water Storage (Post 50%) in.	Compacted Water Storage (Post 100%) in.
1	0.60	0.53	0.45
2	2.50	2.19	1.88
3	6.60	5.78	4.95
4	10.90	9.54	8.18

2. Available Soil Storage Calculation:

Item:	Description:	Elev. ft.	S in.	Area acres	Stored ac-in
1	lake	8.50	0.00	0.000	0.00
2	LAKE BANK	10.00	1.16	0.260	0.30
3	lake	0.00	0.00	0.000	0.00
4	SWALE	16.00	8.18	0.000	0.00
5	n / a	0.00	0.00	0.000	0.00
6	Berm area	18.50	8.18	0.000	0.00
7	n / a	0.00	0.00	0.000	0.00
8	upland green area	12.50	8.18	12.280	100.39
9	sidewalk	13.25	8.18	0.000	0.00
10	pavement area	13.15	8.18	0.000	0.00
11	Building Coverage Areas	14.00	8.18	0.000	0.00
	Total:	**12.45**	**50.21**	**12.540**	**100.69**

* Abbreviations: S = Soil Storage
P = Pervious

3. Moisture Storage Calculation (S):
= Available soil storage / Total Site Area
= 100.69 ac-in / 17.760 acres
= **5.67 inches**

4. SCS Curve Number Calculation (CN):
= 1000 / (S + 10)
= 1000 / (5.670 + 10)
= **64**

E. SURFACE STORAGE CALCULATIONS:

1. Stage vs. Storage Calculations:

		STORAGE (ac-ft)											
Stage ft.	Item:	1 ac-ft	2 ac-ft	3 ac-ft	4 ac-ft	5 ac-ft	6 ac-ft	7 ac-ft	8 ac-ft	9 ac-ft	10 ac-ft	T ac-ft	Total ac-ft
8.50		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9.00		0.88	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.89
9.50		1.76	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.80
10.00		2.64	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.74
10.50		3.52	0.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.69
11.00		4.40	0.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.67
11.50		5.28	0.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.67
12.00		6.16	0.52	0.00	0.00	0.00	0.00	0.00	0.77	0.00	0.00	0.00	7.45
12.50		7.04	0.65	0.00	0.00	0.00	0.00	0.00	3.07	0.00	0.00	0.00	10.76
12.90		7.74	0.75	0.00	0.00	0.00	0.00	0.00	6.02	0.00	0.16	0.00	**14.68**
13.40		8.62	0.88	0.00	0.00	0.00	0.00	0.00	11.08	0.00	0.81	0.00	21.40
13.90		9.50	1.01	0.00	0.00	0.00	0.00	0.00	17.19	0.00	1.95	0.00	29.66
14.40		10.38	1.14	0.00	0.00	0.00	0.00	0.00	23.33	0.00	3.25	0.00	38.11
14.90		11.26	1.27	0.00	0.00	0.00	0.00	0.00	29.47	0.00	4.55	0.00	46.56
15.40		12.14	1.40	0.00	0.00	0.00	0.00	0.00	35.61	0.00	5.85	0.00	55.01
15.90		13.02	1.53	0.00	0.00	0.00	0.00	0.00	41.75	0.00	7.15	0.00	63.46
16.40		13.90	1.66	0.00	0.00	0.00	0.00	0.00	47.89	0.00	8.45	0.00	71.91
16.90		14.78	1.79	0.00	0.00	0.00	0.00	0.00	54.03	0.00	9.75	0.00	80.36
17.40		15.66	1.92	0.00	0.00	0.00	0.00	0.00	60.17	0.00	11.05	0.00	88.81
17.90		16.54	2.05	0.00	0.00	0.00	0.00	0.00	66.31	0.00	12.35	0.00	97.26

* Abbreviations: T = Exfiltration Trench

G. S.F.W.M.D. C-51 BASIN RULE (STORAGE - NEW CRITERIA):

1. C-51 Basin Rule (Sub-Basin 32) Peak Flood Stage = **12.90 NGVD.**

2. Available On-Site Soil Storage = 8.39 ac-ft

3. Available On-Site Surface Storage @ Peak Flood Stage Elevation = 14.68 ac-ft

4. Total On-Site Storage Requirement per C-51 Basin Rules = **23.07 ac-ft** PRE DEVELOPMENT VOLUME

H. MINIMUM BUILDING FINISH FLOOR ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 100-Year, 3-Day storm event:
   = **16.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (16.00 in. - (0.2 X 5.67 in.)) ^2 / 16.00 in. + (0.8 X 5.67 in.))
   = **10.76 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 10.76 inches X 17.760 acres X (1 foot / 12 inches)
   = **15.93 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **15.93** ac-ft corresponds to elevation **12.99 NGVD.**

I. MINIMUM DISCHARGE ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 10-Year, 3-Day storm event:
   = **11.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (11.00 in. - (0.2 X 5.67 in.)) ^2 / 11.00 in. + (0.8 X 5.67 in.))
   = **6.27 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 6.27 inches X 17.760 acres X (1 foot / 12 inches)
   = **9.27 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **9.27** ac-ft corresponds to elevation **12.28 NGVD.**

I. MINIMUM ROAD CROWN ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 5-Year, 1-Day storm event:
   = **7.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (7.00 in. - (0.2 X 5.67 in.)) ^2 / 7.00 in. + (0.8 X 5.67 in.))
   = **2.98 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 2.98 inches X 17.760 acres X (1 foot / 12 inches)
   = **4.41 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **4.41** ac-ft corresponds to elevation **10.87 NGVD.**

I. EXFILTRATION TRENCH CALCULATIONS:

1. Design Formula: L = (FS ((%WQ*V1) + V2)) / (K((H2*W) + (2*H2*Du) - (Du^2) + (2*H2*Ds)) + (1.39x10^4*W*Du))

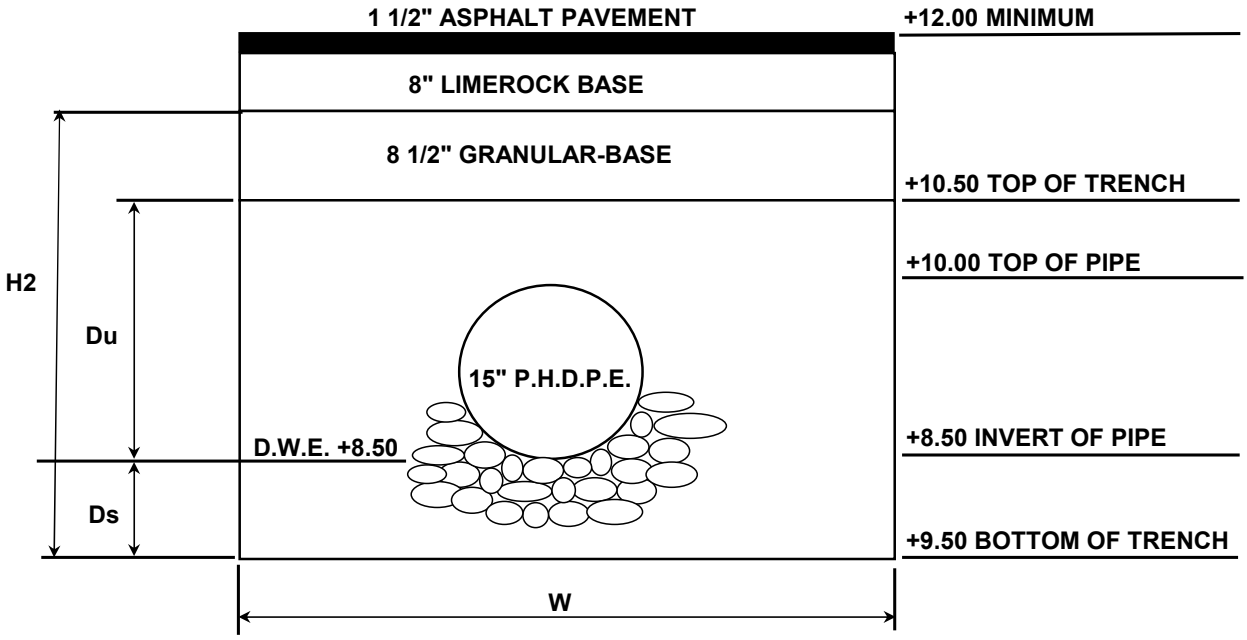
2. Design Information:

V1 = Exfiltrated Volume (Pre-treatment):	8.88	ac-in
V2 = Exfiltrated Volume (Additional Storage):	1.10	ac-in
W = Trench Width:	8.00	ft.
K = Hydraulic Conductivity:	1.10E-04	cfs/sq-ft per ft head
H2 = Depth of Water Table:	4.00	ft.
Du = Non-Saturated Trench Depth:	2.00	ft.
Ds = Saturated Trench Depth:	2.00	ft.

3. Exfiltration Trench Required: **2,262 ft.**

4. Exfiltration Trench Provided: **0 ft.**

5. Exfiltration Trench Storage Provided: **0.00 ac-in** or **0.00 ac-ft**



GIVEN: Post Development

A. LAND USE SUMMARY:

1.	Lake Area =	2.00	ac.	
2.	Buildings =	2.64	ac.	
3.	Impervious Areas =	7.15	ac.	
4.	Pervious Areas =	5.98	ac.	POST DEVELOPMENT CALCS
5.	**Total =**	**17.77**		
		17.66		Note: 17.77 ac - 0.11 ac = 17.66 ac will be consider for drainage calcs only. Where; 0.11 represents area to be dedicated

B. PROPOSED improvements:

Construction of a residential apartments

DESIGN CRITERIA:

A. WATER QUALITY CRITERIA:

1. If a wet detention system, then whichever is the greater of the following:
   a. The first inch of runoff from the entire project site.
   b. The amount of 2.5 inches times the percent impervious for the project site.
2. If a dry detention system, then 75% of the volume required for the wet detention system.
3. If a retention system, then 50% of the volume required.
4. If the property is zoned "Commercial", at least 0.5 inches of retention or dry detention pre-treatment will be required.
5. Any detention system shall be designed to discharge no more than 0.5 inches of the detained volume per day.

B. WATER QUANTITY CRITERIA:

1. DESIGN EVENTS AND RAINFALL AMOUNTS:

a. Design Event for Minimum Road Elevation:

Frequency:	3	year
Duration:	1	day
Amount:	5.50	inches

b. Design Event for Minimum Discharge Elevation:

Frequency:	10	year
Duration:	3	day
Amount:	11.00	inches

c. Design Event for Minimum Finish Floor Elevation:

Frequency:	100	year
Duration:	3	day
Amount:	16.00	inches

2. ADDITIONAL DESIGN INFORMATION:

a. Design Water / Control Elevation: 8.50 NGVD.

b. Drainage Basin / Canal Number: L-8 LWDD canal 35 CSM 10 year

COMPUTATIONS:

A. WATER QUALITY COMPUTATIONS:

1. Compute the first inch of runoff from the entire developed project site:
   = 1.00 inch X 17.770 acres X (1 foot / 12 inches)
   = **1.481 ac-ft for the first inch of runoff**

2. Compute 2.5 inches times the percent impervious for the developed project site:
   a. Site area for water quality pervious / impervious calculations only:
      = Total Project - (Lake Area + Buildings)
      = 17.770 acres - (2.000 acres + 2.640 acres)
      = **13.130 acres of site area for water quality calculations**

   b. Impervious area for water quality pervious / impervious calculations only:
      = Site area for water quality - Pervious area
      = 13.130 acres - 5.980 acres
      = **7.150 acres of impervious area for water quality calculations**

   c. Percentage of impervious area for water quality:
      = Impervious area for water quality / Site area for water quality X 100%
      = 7.150 acres / 13.130 acres X 100%
      = **54.46 % Impervious**

   d. For 2.5 inches times the percentage of impervious area:
      = 2.5 inches X 54.46 %
      = **1.361 inches to be treated**

   e. Compute volume required for quality detention:
      = Inches to be treated X (Total Site Area - Lake Area)
      = 1.361 inches X (17.770 acres - 2.000 acres) X (1 foot / 12 inches)
      = **1.789 ac-ft required for detention storage**

3. The first inch of runoff from the entire developed site = 1.481 ac-ft
   2.5 inches times the percentage of impervious area = 1.789 ac-ft

   The volume of 1.789 ac-ft controls

4. If the project is zoned "Commercial" or if the project were discharging directly to a sensitive receiving body and is more than 40% impervious, 0.5 inches of dry detention pre-treatment must be provided:

   = 0.5 inches X (Total Site Area - Lake Area)
   = 0.5 inches X (17.770 acres - 2.000 acres) X (1 foot / 12 inches)
   = **0.657 ac-ft required for pre-treatment**

5. Compute credit for using one of the following systems:

   a. Wet detention volume to be provided:
      = Total required detention - Pre-treatment
      = 1.789 ac-ft - 0.657 ac-ft
      = **1.132 ac-ft of volume required for wet detention**

   b. Dry detention volume to be provided (75% of the total required detention volume):
      = Total required detention volume X 75%
      = 1.789 ac-ft X 75%
      = **1.342 ac-ft of volume required for dry detention**

   c. Dry retention volume to be provided (50% of the total required detention volume):
      = Total required detention volume X 50%
      = 1.789 ac-ft X 50%
      = **0.895 ac-ft of volume required for dry retention**

B. SUMMARY OF WATER QUALITY COMPUTATIONS:

Item:	Description:	Quantity:	
A.1	First inch of runoff from entire project site =	1.481	ac-ft
A.2	2.5 inches times percent impervious =	1.789	ac-ft
A.3	Volume to be treated =	1.789	ac-ft
A.4	Pre-treatment required for commercial site =	0.657	ac-ft
A.5.a	Wet detention volume required =	1.132	ac-ft
A.5.b	Dry detention volume required =	1.342	ac-ft
A.5.c	Dry retention volume required =	0.895	ac-ft
A.5.d	Exfiltration trench volume required =	1.789	ac-ft

C. STAGE ELEVATION INFORMATION:

Item:	Description:	S type	Area ac.	Low ft.	High ft.	I %	C %	Total Area %
1	lake	V	2.001	8.50	8.50	100	100	11.27
2	LAKE BANK	L	0.555	8.50	12.50	0	100	3.13
3								
4								
5								
6								
7	Pool Deck	L	0.070	13.00	13.20	100	100	0.39
8	upland green area	L	5.380	11.50	13.00	0	100	30.30
9	sidewalk	L	0.670	11.90	13.50	100	100	3.77
10	pavement area	L	6.440	11.20	13.20	100	100	36.27
11	Building Coverage Areas	V	2.640	13.70	13.70	100	100	14.87
	Total:		**17.756**	**8.50**	**13.70**	**66.57**	**100.00**	**100.0**

* Abbreviations: S = Storage; (V = Vertical Storage & L = Linear Storage)
I = Impervious
C = Compaction; (Use the following compaction factors: 0%, 50%, 100%)

D. SCS CURVE NUMBER AND SOIL STORAGE CALCULATIONS:

1. Soil Moisture Storage Table:

Existing Soil Type: 1 **COASTAL**

Depth to Water Table ft.	Cumulative Water Storage (Pre.-Dev.) in.	Compacted Water Storage (Post 50%) in.	Compacted Water Storage (Post 100%) in.
1	0.60	0.53	0.45
2	2.50	2.19	1.88
3	6.60	5.78	4.95
4	10.90	9.54	8.18

2. Available Soil Storage Calculation:

Item:	Description:	Elev. ft.	S in.	Area acres	Stored ac-in
1	lake	8.50	0.00	0.000	0.00
2	LAKE BANK	10.50	1.88	0.555	1.04
3	0	0.00	0.00	0.000	0.00
4	0	0.00	0.00	0.000	0.00
5	0	0.00	0.00	0.000	0.00
6	0	0.00	0.00	0.000	0.00
7	Pool Deck	13.10	8.18	0.000	0.00
8	upland green area	12.25	7.37	5.380	39.64
9	sidewalk	12.70	8.18	0.000	0.00
10	pavement area	12.20	7.21	0.000	0.00
11	Building Coverage Areas	13.70	8.18	0.000	0.00
	Total:	**12.09**	**40.98**	**5.935**	**40.68**

* Abbreviations: S = Soil Storage
P = Pervious

3. Moisture Storage Calculation (S):

= Available soil storage / Total Site Area
= 40.68 ac-in / 17.770 acres
= **2.29 inches**

4. SCS Curve Number Calculation (CN):

= 1000 / (S + 10)
= 1000 / (2.290 + 10)
= **81**

E. SURFACE STORAGE CALCULATIONS:

1. Stage vs. Storage Calculations:

		STORAGE (ac-ft)											
Stage ft.	Item:	1 ac-ft	2 ac-ft	3 ac-ft	4 ac-ft	5 ac-ft	6 ac-ft	7 ac-ft	8 ac-ft	9 ac-ft	10 ac-ft	T ac-ft	Total ac-ft
8.50		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9.00		1.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.30	1.32
9.50		2.00	0.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.60	2.67
10.00		3.00	0.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	4.06
10.50		4.00	0.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.20	5.48
11.00		5.00	0.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.20	6.64
11.50		6.00	0.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.14	1.20	7.97
12.00		7.00	0.85	0.00	0.00	0.00	0.00	0.00	0.45	0.00	1.03	1.20	10.53
12.50		8.00	1.11	0.00	0.00	0.00	0.00	0.00	1.79	0.08	2.72	1.20	14.90
12.90		8.80	1.33	0.00	0.00	0.00	0.00	0.00	3.51	0.21	4.65	1.20	**19.71**
13.00		9.00	1.39	0.00	0.00	0.00	0.00	0.00	4.04	0.25	5.22	1.20	21.10
13.50		10.01	1.67	0.00	0.00	0.00	0.00	0.03	6.73	0.54	8.37	1.20	28.53
14.00		11.01	1.94	0.00	0.00	0.00	0.00	0.06	9.42	0.87	11.59	1.20	36.09

* Abbreviations: T = Exfiltration Trench

G. S.F.W.M.D. C-51 BASIN RULE (STORAGE - NEW CRITERIA):

1. C-51 Basin Rule (Sub-Basin 32) Peak Flood Stage = **12.90 NGVD.**

2. Available On-Site Soil Storage = 3.39 ac-ft

3. Available On-Site Surface Storage @ Peak Flood Stage Elevation = 19.71 ac-ft

4. Total On-Site Storage Requirement per C-51 Basin Rules = **23.10 ac-ft**

PRE DEVELOPMENT VOLUME 23.07
PLEASE SEE PRE DEVELOPMENT CALCULATIONS ABOVE

H. MINIMUM BUILDING FINISH FLOOR ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 100-Year, 3-Day storm event:
   = **16.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (16.00 in. - (0.2 X 2.29 in.)) ^2 / 16.00 in. + (0.8 X 2.29 in.))
   = **13.55 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 13.55 inches X 17.770 acres X (1 foot / 12 inches)
   = **20.06 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **20.06** ac-ft corresponds to elevation **12.93 NGVD**

Finish floors are at 13.20 NGVD

I. MINIMUM DISCHARGE ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 10-Year, 3-Day storm event:
   = **11.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (11.00 in. - (0.2 X 2.29 in.)) ^2 / 11.00 in. + (0.8 X 2.29 in.))
   = **8.66 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 8.66 inches X 17.770 acres X (1 foot / 12 inches)
   = **12.83 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **12.83** ac-ft corresponds to elevation **12.26 NGVD.**

Cascade Routing at 12.17 NGVD (min berm at 12.2 NGVD)

I. MINIMUM ROAD CROWN ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 5-Year, 1-Day storm event:
   = **5.50 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (5.50 in. - (0.2 X 2.29 in.)) ^2 / 5.50 in. + (0.8 X 2.29 in.))
   = **3.47 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 3.47 inches X 17.770 acres X (1 foot / 12 inches)
   = **5.13 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **5.13** ac-ft corresponds to elevation **10.38 NGVD.**

Minimum road grade 10.4 NGVD

I. EXFILTRATION TRENCH CALCULATIONS: TRECH PROVIDES WATER QUALITY AND ADDITIONAL STORAGE FOR C-51

1. Design Formula: L = (FS ((%WQ*V1) + V2)) / (K((H2*W) + (2*H2*Du) - (Du^2) + (2*H2*Ds)) + (1.39x10^4*W*Du))

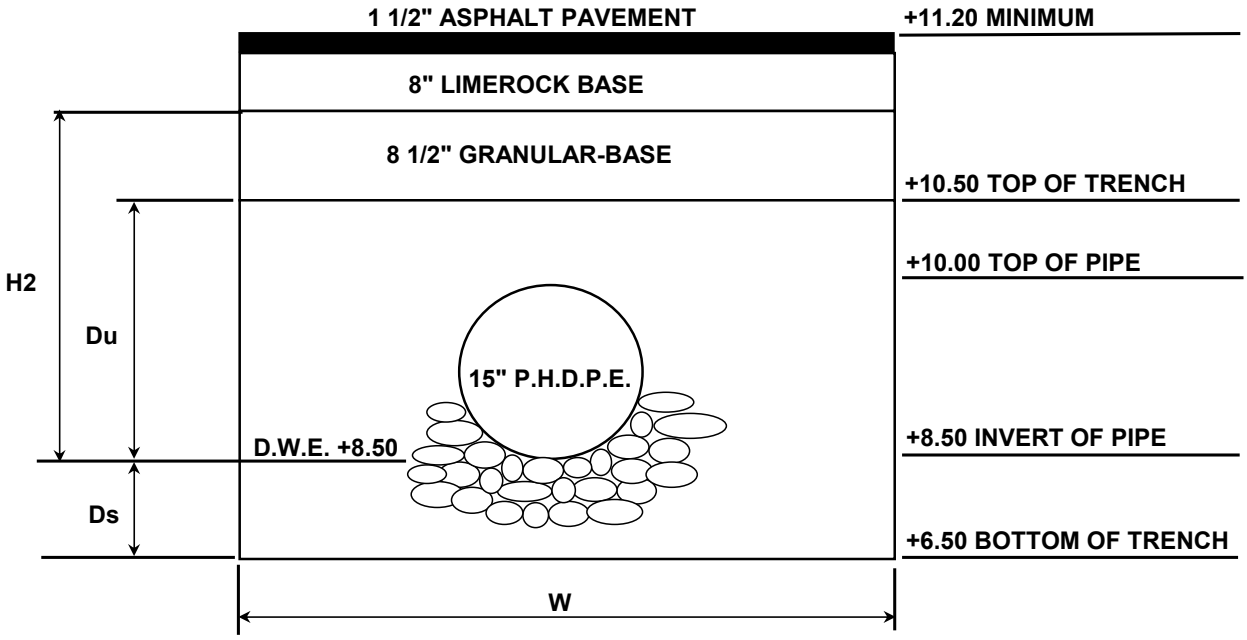
2. Design Information:

V1 = Exfiltrated Volume (Pre-treatment):	7.20	ac-in
V2 = Exfiltrated Volume (Additional Storage):		ac-in
W = Trench Width:	8.00	ft.
K = Hydraulic Conductivity:	3.28E-03	cfs/sq-ft per ft head
H2 = Depth of Water Table:	2.70	ft.
Du = Non-Saturated Trench Depth:	2.00	ft.
Ds = Saturated Trench Depth:	2.00	ft.

3. Exfiltration Trench Required: **110 ft.**

4. Exfiltration Trench Provided: **220 ft.**

5. Exfiltration Trench Storage Provided: **14.39 ac-in** or **1.20 ac-ft**



Project Name: 2805SCongressAve
Reviewer: Jay Huebner
Project Number: 190321
  Period Begin: Jul 23, 2019;0000 hr End: Jul 26, 2019;0000 hr Duration: 72 hr
  Time Step: 0.016 hr,   Iterations: 10

Basin 1: On-site

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 3day
  Design Frequency: 100 year
  3 Day Rainfall: 16.0001 inches
  Area: 17.66 acres
  Ground Storage: 2.29 inches
  Time of Concentration: 0.25 hours
  Initial Stage: 8.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
8.50	0.00
9.00	1.02
9.50	2.07
10.00	3.15
10.50	4.28
11.00	5.43
11.50	6.76
12.00	9.32
12.50	13.69
13.00	19.88
13.50	27.31

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	8.50
100.00	8.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
On-site	13.00	72.00	8.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
On-site	19.88	0.00	0.00	0.00	19.88	0.00

Project Name: 2805SCongressAve
Reviewer: Jay Huebner
Project Number: 190321
  Period Begin: Jul 23, 2019;0000 hr End: Jul 26, 2019;0000 hr Duration: 72 hr
  Time Step: 0.016 hr, Iterations: 10

Basin 1: On-site

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 3day
  Design Frequency: 10 year
  3 Day Rainfall: 11 inches
  Area: 17.66 acres
  Ground Storage: 2.29 inches
  Time of Concentration: 0.25 hours
  Initial Stage: 8.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
8.50	0.00
9.00	1.02
9.50	2.07
10.00	3.15
10.50	4.28
11.00	5.43
11.50	6.76
12.00	9.32
12.50	13.69
13.00	19.88
13.50	27.31

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	8.50
100.00	8.50

Structure: 1

  From Basin: On-site
  To Basin: Offsite1
  Structure Type: Gravity
    Weir: Sharp Crested, Crest Elev = 12.2 ft NGVD, Length = 2.5 ft
    Bleeder: Inv-Tri, Invert Elev = 8.5 ft NGVD, Height = 0.5 ft
      Width = 0.5 ft
      Default Coefs: Weir Coef = 2.5, Orifice Coef = 0.6
    Pipe: Diameter = 2.5 ft, Manning's n = 0.012, Length = 25 ft
      US Invert Elev = 8.5 ft NGVD, DS Invert Elev = 8 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	8.50	8.50
1.00	0.05	0.00	0.00	0.00	8.50	8.50
2.00	0.10	0.00	0.00	0.00	8.50	8.50
3.00	0.15	0.00	0.00	0.00	8.50	8.50
4.00	0.20	0.00	0.00	0.00	8.50	8.50
5.00	0.25	0.00	0.00	0.00	8.50	8.50
6.00	0.30	0.00	0.00	0.00	8.50	8.50
7.00	0.34	0.00	0.00	0.00	8.50	8.50
8.00	0.39	0.00	0.00	0.00	8.50	8.50
9.00	0.44	0.00	0.00	0.00	8.50	8.50
10.00	0.49	0.02	0.00	0.00	8.50	8.50
11.00	0.54	0.05	0.00	0.00	8.50	8.50
12.00	0.59	0.09	0.00	0.00	8.50	8.50
13.00	0.64	0.12	0.00	0.00	8.51	8.50
14.00	0.69	0.15	0.00	0.00	8.51	8.50

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
15.00	0.74	0.17	0.00	0.00	8.52	8.50
16.00	0.79	0.20	0.00	0.00	8.53	8.50
17.00	0.84	0.23	0.00	0.00	8.54	8.50
18.00	0.89	0.25	0.00	0.00	8.55	8.50
19.00	0.94	0.27	0.00	0.00	8.56	8.50
20.00	0.98	0.29	0.00	0.00	8.57	8.50
21.00	1.03	0.31	0.00	0.00	8.58	8.50
22.00	1.08	0.33	0.00	0.00	8.59	8.50
23.00	1.13	0.35	0.00	0.00	8.61	8.50
24.00	1.18	0.37	0.01	0.00	8.62	8.50
25.00	1.25	0.56	0.01	0.00	8.64	8.50
26.00	1.33	0.60	0.01	0.00	8.66	8.50
27.00	1.40	0.63	0.02	0.00	8.69	8.50
28.00	1.47	0.66	0.03	0.01	8.71	8.50
29.00	1.54	0.68	0.04	0.01	8.74	8.50
30.00	1.61	0.71	0.05	0.01	8.77	8.50
31.00	1.68	0.73	0.06	0.02	8.79	8.50
32.00	1.76	0.75	0.07	0.02	8.82	8.50
33.00	1.83	0.77	0.09	0.03	8.85	8.50
34.00	1.90	0.79	0.11	0.04	8.88	8.50
35.00	1.97	0.81	0.13	0.05	8.90	8.50
36.00	2.04	0.83	0.15	0.06	8.93	8.50
37.00	2.12	0.84	0.18	0.07	8.96	8.50
38.00	2.19	0.86	0.21	0.09	8.99	8.50
39.00	2.26	0.87	0.25	0.11	9.01	8.50
40.00	2.33	0.89	0.27	0.13	9.04	8.50
41.00	2.40	0.90	0.29	0.15	9.06	8.50
42.00	2.47	0.91	0.30	0.18	9.08	8.50
43.00	2.55	0.93	0.31	0.20	9.11	8.50
44.00	2.62	0.94	0.33	0.23	9.13	8.50
45.00	2.69	0.95	0.34	0.26	9.16	8.50
46.00	2.76	0.96	0.35	0.28	9.18	8.50
47.00	2.83	0.97	0.37	0.31	9.20	8.50
48.00	2.91	0.98	0.38	0.34	9.23	8.50
49.00	2.99	1.11	0.39	0.38	9.25	8.50
50.00	3.07	1.12	0.40	0.41	9.28	8.50
51.00	3.16	1.36	0.42	0.44	9.32	8.50
52.00	3.27	1.58	0.44	0.48	9.36	8.50
53.00	3.41	2.06	0.46	0.52	9.41	8.50
54.00	3.58	2.56	0.49	0.55	9.49	8.50
55.00	3.78	3.07	0.52	0.60	9.58	8.50
56.00	4.01	3.61	0.55	0.64	9.68	8.50
57.00	4.29	4.37	0.60	0.69	9.81	8.50
58.00	4.63	5.44	0.64	0.74	9.98	8.50
59.00	5.08	7.89	0.70	0.79	10.20	8.50
60.00	8.22	80.22	0.95	0.86	11.32	8.50
61.00	9.11	12.86	1.06	0.94	11.91	8.50
62.00	9.53	6.63	1.07	1.03	12.02	8.50
63.00	9.79	4.26	1.08	1.12	12.06	8.50
64.00	10.03	4.16	1.09	1.21	12.09	8.50
65.00	10.17	2.53	1.09	1.30	12.10	8.50
66.00	10.32	2.50	1.09	1.39	12.12	8.50
67.00	10.47	2.50	1.09	1.48	12.13	8.50
68.00	10.61	2.51	1.09	1.57	12.14	8.50
69.00	10.71	1.69	1.10	1.66	12.15	8.50
70.00	10.81	1.67	1.10	1.75	12.16	8.50
71.00	10.90	1.67	1.10	1.84	12.16	8.50
72.00	11.00	1.67	1.10	1.93	12.17	8.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	1.10	72.00	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)

On-site	12.17	72.00	8.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
On-site	12.71	0.00	1.93	0.00	10.77	0.00

Project Name: 2805SCongressAve
Reviewer: Jay Huebner
Project Number: 190321
  Period Begin: Jul 23, 2019;0000 hr End: Jul 24, 2019;0000 hr Duration: 24 hr
  Time Step: 0.016 hr, Iterations: 10

Basin 1: On-site

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 24 hr
  Design Frequency: 3 year
  1 Day Rainfall: 5.5 inches
  Area: 17.66 acres
  Ground Storage: 2.29 inches
  Time of Concentration: 0.25 hours
  Initial Stage: 8.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
8.50	0.00
9.00	1.02
9.50	2.07
10.00	3.15
10.50	4.28
11.00	5.43
11.50	6.76
12.00	9.32
12.50	13.69
13.00	19.88
13.50	27.31

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	8.50
24.00	8.50

Structure: 1

  From Basin: On-site
  To Basin: Offsite1
  Structure Type: Gravity
    Weir: Sharp Crested, Crest Elev = 12.5 ft NGVD, Length = 2.5 ft
    Bleeder: Inv-Tri, Invert Elev = 8.5 ft NGVD, Height = 0.5 ft
      Width = 0.5 ft
      Default Coefs: Weir Coef = 2.5, Orifice Coef = 0.6
    Pipe: Diameter = 2.5 ft, Manning's n = 0.012, Length = 25 ft
      US Invert Elev = 8.5 ft NGVD, DS Invert Elev = 8 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	8.50	8.50
1.00	0.05	0.00	0.00	0.00	8.50	8.50
2.00	0.11	0.00	0.00	0.00	8.50	8.50
3.00	0.18	0.00	0.00	0.00	8.50	8.50
4.00	0.25	0.00	0.00	0.00	8.50	8.50
5.00	0.34	0.00	0.00	0.00	8.50	8.50
6.00	0.46	0.00	0.00	0.00	8.50	8.50
7.00	0.59	0.21	0.00	0.00	8.50	8.50
8.00	0.75	0.55	0.00	0.00	8.52	8.50
9.00	0.94	1.02	0.00	0.00	8.55	8.50
10.00	1.17	1.68	0.00	0.00	8.61	8.50
11.00	1.48	3.01	0.02	0.00	8.70	8.50
12.00	3.61	44.28	0.43	0.01	9.35	8.50
13.00	4.22	7.70	0.66	0.06	10.03	8.50
14.00	4.50	4.07	0.70	0.12	10.20	8.50

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
15.00	4.68	2.64	0.72	0.18	10.28	8.50
16.00	4.84	2.59	0.74	0.24	10.35	8.50
17.00	4.94	1.58	0.75	0.30	10.39	8.50
18.00	5.04	1.57	0.76	0.36	10.42	8.50
19.00	5.14	1.57	0.77	0.42	10.45	8.50
20.00	5.24	1.58	0.77	0.49	10.48	8.50
21.00	5.30	1.06	0.78	0.55	10.50	8.50
22.00	5.37	1.06	0.78	0.62	10.51	8.50
23.00	5.43	1.06	0.78	0.68	10.52	8.50
24.00	5.50	1.06	0.78	0.74	10.53	8.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.78	24.00	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
On-site	10.53	24.00	8.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
On-site	5.08	0.00	0.74	0.00	4.34	0.00

EXHIBIT F

LUPA Traffic Study

SIMMONS & WHITE
2581 Metrocentre Blvd West, Suite 3, West Palm Beach, Florida 33407
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982

LAND USE PLAN AMENDMENT APPLICATION
TRAFFIC STATEMENT

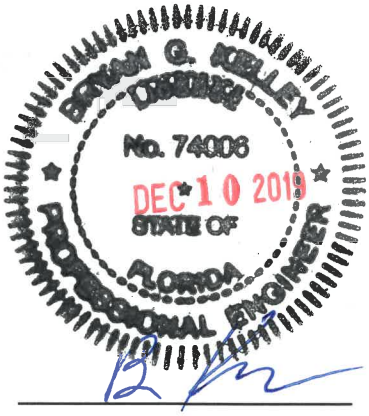
PALM SPRINGS RESIDENCES
18.387 ACRE LUPA
PALM SPRINGS, FLORIDA

Prepared for:

The Spear Group
3921 S.W. 47th Avenue
Suite 1013
Fort Lauderdale, Florida 33314

Job No. 19-083

Date: July 26, 2019
Revised: December 10, 2019



Bryan G. Kelley P.E.
FL Reg. No. 74006

TABLE OF CONTENTS

1.0 SITE DATA 3

2.0 TRAFFIC GENERATION 3

3.0 TRAFFIC ASSIGNMENT/DISTRIBUTION 5

4.0 TRAFFIC ANALYSIS 5

5.0 TEST 2 ANALYSIS 5

6.0 PEAK HOUR TURNING MOVEMENTS 5

7.0 MASS TRANSIT ANALYSIS 6

8.0 CONCLUSION 6

1.0 SITE DATA

The subject parcel is located on the west side of Congress Avenue just north of Lillian Road in the Village of Palm Springs, Florida and contains approximately 18.387 acres. The Property Control Numbers (PCN) for the subject parcel are 70-43-44-18-05-010-0040 and 70-43-44-18-00-000-1040. The subject property is currently designated as Other Public Facilities (OPF) for 18.200 acres and Residential for 0.1862 acres on the Village of Palm Springs Comprehensive Plan. The property owner is requesting a change in the parcel's future land use designation to Residential High (RH). The purpose of this statement is to determine the total traffic volume which will be on each roadway link within the site radius of development influence for the Interim Transportation Plan. This statement will also identify which roadway links (if any) will exceed the adopted Level of Service volume for the subject links addressed within the project's radius of development influence.

2.0 TRAFFIC GENERATION

The change in daily traffic generation due to the requested change in the 18.387 acres parcels' land use designation may be determined by taking the difference between the total traffic generated for the most intensive land use under both the existing OPF and Residential future land use designation and the proposed RH future land use designation:

OPF (18.200 Acres)

The most intensive land use under the existing Other Public Facilities land use designation is "Recreational Community Center". Based on a 40% floor area ratio (FAR) and the site area consisting of 18.200 acres, the maximum allowable intensity for the designated acreage under the existing PF land use designation is 317,117 S.F. calculated as follows:

$$18.200 \text{ Acres} \times \frac{43{,}560 \text{ S.F.}}{1 \text{ Acre}} \times 0.40 = 317{,}117 \text{ S.F.}$$

Residential (0.1862 Acres)

The most intensive land use under the existing Residential land use designation is "Single Family Residential". Based on a maximum intensity of 5.8 dwelling units per acre and the site area consisting of 0.1862 acres, the maximum allowable intensity for the designated acreage under the existing Residential land use designation is one (1) single family dwelling unit.

2.0 TRAFFIC GENERATION (CONTINUED)

Recreational Community Center (317,117 S.F.) and Single Family (1 DU)
Table 1 calculates the daily traffic generation, AM peak hour traffic generation, and PM peak hour traffic generation for the property under the existing OPF and Residential land use designation. The traffic generation has been calculated in accordance with the traffic generation rates listed in the ITE Trip Generation Manual, 10th Edition. Based on the maximum allowable square footage and the accepted traffic generation rates for Recreational Community Center and Single Family Residential, the maximum traffic generation for the property under the existing OPF and Residential land use designation may be summarized as follows:

Daily Traffic Generation = 9149 tpd
AM Peak Hour Traffic Generation (In/Out) = 559 pht (368 In/191 Out)
PM Peak Hour Traffic Generation (In/Out) = 734 pht (346 In/388 Out)

RH
The most intensive land use for the proposed Residential High land use designation is "Multifamily Residential". Based on a maximum intensity of 19 dwelling units per acre and the site area consisting of 18.387 acres, the maximum allowable intensity for the designated acreage under the proposed RH land use designation is 349 dwelling units calculated as follows:

$$18.387 \text{ Acres} \times \frac{19 \text{ DU}}{\text{Acre}} \times = 349 \text{ DU}$$

Multifamily Residential (349 DU)
Table 2 calculates the daily traffic generation, AM peak hour traffic generation, and PM peak hour traffic generation for the property under the proposed RH future land use designation. Based on the maximum allowable dwelling units and the accepted traffic generation rates for multifamily residential development, the maximum traffic generation for the property under the proposed RH land use designation may be summarized as follows:

Daily Traffic Generation = 1899 tpd
AM Peak Hour Traffic Generation (In/Out) = 126 pht (33 In/93 Out)
PM Peak Hour Traffic Generation (In/Out) = 154 pht (94 In/60 Out)

The change in daily traffic generation potential due to the requested change in the parcels' land use designations is shown in Table 3 and may be calculated as follows:

Daily Traffic Generation = 7250 tpd DECREASE
AM Peak Hour Traffic Generation = 433 pht DECREASE
PM Peak Hour Traffic Generation = 580 pht DECREASE

3.0 TRAFFIC ASSIGNMENT/DISTRIBUTION

The attached PROJECT DISTRIBUTION figure shows the trip distribution, which is based on the current and projected roadway geometry, a review of historical travel patterns for the area, and anticipated travel patterns associated with probable land uses under the proposed RH land use designation.

4.0 TRAFFIC ANALYSIS

Table 4 represents the Existing Conditions Analysis for the surrounding roadway network. As shown in Table 4, all roadway links are currently operating at Level of Service (LOS) C and meet the LOS D volume thresholds. Table 5 and Table 6 show the short term (2024) and long term (2040) analysis, respectively for the roadway links without the project impact. As shown in Tables 5 and 6, all roadway links will continue to operate at an acceptable LOS. Table 7 and Table 8 show the short term (2024) and long term (2040) analysis, respectively for the roadway links with the project impact. Since the proposed change in future land use results in fewer potential trips, no negative impacts are associated with the proposed project. Tables 4-8 are included in Appendix "A".

5.0 TEST 2 ANALYSIS

As required by the Palm Beach County Comprehensive Plan, a Test 2 analysis was prepared in accordance with the Palm Beach County Traffic Performance Standards. Tables 9 and 10 calculate which of the impacted links are significant for the Test 2 analysis. As shown in Tables 9 and 10, the project will have less than a 3% impact on all links and therefore the project meets the requirements of Test 2. Tables 9 and 10 are included in Appendix "B".

6.0 PEAK HOUR TURNING MOVEMENTS

The total AM and PM peak hour turning movements for the project under the proposed RH land use designation have been calculated in Table 2 in order to assess the improvements necessary to accommodate such traffic movements. The AM and PM peak hour turning movement volumes and directional distributions for the continued development under the RH land use designation may be summarized as follows:

Directional Distribution
(Trips IN/OUT)

AM Peak Hour =	33 / 93
PM Peak Hour =	94 / 60

Based on the peak hour volumes shown above and the Palm Beach County Engineering Guideline used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour, additional turn lanes may be warranted. The need for turn lanes or access modifications will be reevaluated following the submittal of a site specific development order and site plan.

7.0 MASS TRANSIT ANALYSIS

Palm Tran currently provides bus service along Congress Avenue (Route 2). A bus stop is existing for southbound Congress Avenue just north of the site and a bus stop is existing for northbound Congress Avenue at Lillian Road. The headway for Route 2 during the weekday is approximately 30 minutes. This existing service is anticipated to be able to accommodate the proposed future land use. The Palm Tran data is provided in Appendix “C”.

8.0 CONCLUSION

As previously mentioned, this proposed future land use plan designation modification will not significantly impact any roadway segment that is projected to be operating above the adopted Level of Service on the Year 2040 Transportation System Plan. Therefore, this land use plan amendment is in accordance with the goals and objectives of the Village of Palm Springs Comprehensive Plan, Transportation Element.

PALM SPRINGS RESIDENCES

07/17/19
Revised: 12/20/19

TABLE 1
EXISTING OTHER PUBLIC FACILITIES & RESIDENTIAL FUTURE LAND USE DESIGNATION - 317,117 SF & 1 DU

Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips	Internalization %	Internalization Total	External Trips	Pass-by %	Pass-by Trips	Net Trips
Single Family Detached	210	1	Dwelling Units	10			10		0	10	0%	0	10
Recreational Community Center	495	317,117	S.F.	28.82			9,139		0	9,139	0%	0	9,139
			Grand Totals:				**9,149**	**0.0%**	**0**	**9,149**	**0%**	**0**	**9,149**

AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Single Family Detached	210	1	Dwelling Units	0.74	0.25	0.75	0	1	1	0.0%	0	0	0	0	1	1	0%	0	0	1	1
Recreational Community Center	495	317,117	S.F.	1.76	0.66	0.34	368	190	558	0.0%	0	0	0	368	190	558	0%	0	368	190	558
			Grand Totals:				**368**	**191**	**559**	**0.0%**	**0**	**0**	**0**	**368**	**191**	**559**	**0%**	**0**	**368**	**191**	**559**

PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Single Family Detached	210	1	Dwelling Units	Ln(T) = 0.96 Ln(X) + 0.20	0.63	0.37	1	0	1	0.0%	0	0	0	1	0	1	0%	0	1	0	1
Recreational Community Center	495	317,117	S.F.	2.31	0.47	0.53	345	388	733	0.0%	0	0	0	345	388	733	0%	0	345	388	733
			Grand Totals:				**346**	**388**	**734**	**0.0%**	**0**	**0**	**0**	**346**	**388**	**734**	**0%**	**0**	**346**	**388**	**734**

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982

PALM SPRINGS RESIDENCES

07/17/19
Revised: 12/20/19

TABLE 2
PROPOSED RESIDENTIAL HIGH FUTURE LAND USE DESIGNATION - 349 DU

Daily Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips	Internalization %	Internalization Total	External Trips	Pass-by %	Pass-by Trips	Net Trips
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	349	Dwelling Units	5.44			1,899		0	1,899	0%	0	1,899
			Grand Totals:				**1,899**	**0.0%**	**0**	**1,899**	**0%**	**0**	**1,899**

AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	349	Dwelling Units	0.36	0.26	0.74	33	93	126	0.0%	0	0	0	33	93	126	0%	0	33	93	126
			Grand Totals:				**33**	**93**	**126**	**0.0%**	**0**	**0**	**0**	**33**	**93**	**126**	**0%**	**0**	**33**	**93**	**126**

PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity		Rate/Equation	Dir Split In	Dir Split Out	Gross Trips In	Gross Trips Out	Gross Trips Total	Internalization %	Internalization In	Internalization Out	Internalization Total	External Trips In	External Trips Out	External Trips Total	Pass-by %	Pass-by Trips	Net Trips In	Net Trips Out	Net Trips Total
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	349	Dwelling Units	0.44	0.61	0.39	94	60	154	0.0%	0	0	0	94	60	154	0%	0	94	60	154
			Grand Totals:				**94**	**60**	**154**	**0.0%**	**0**	**0**	**0**	**94**	**60**	**154**	**0%**	**0**	**94**	**60**	**154**

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982

PALM SPRINGS RESIDENCES

07/17/19
Revised: 12/20/19

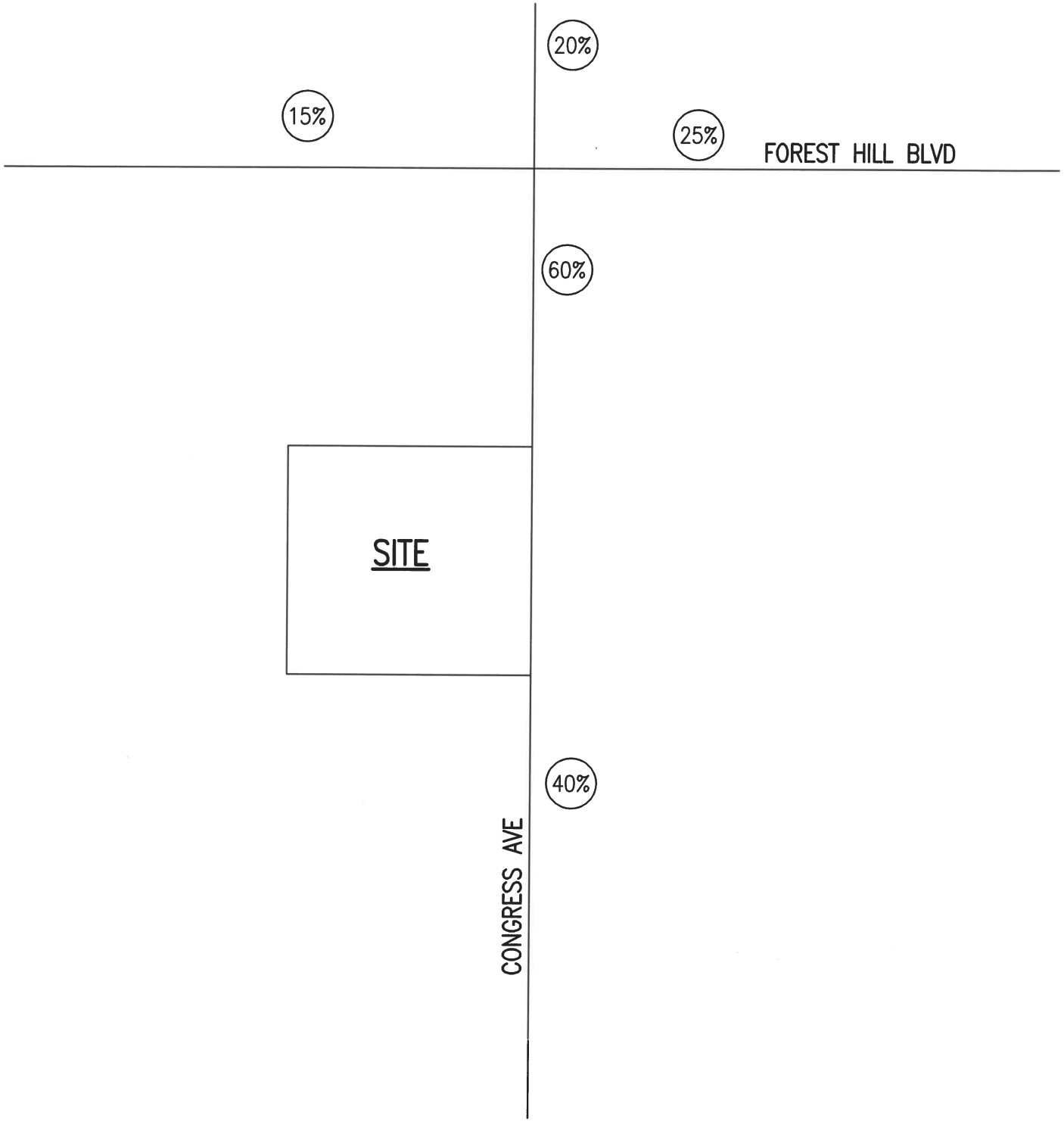
TABLE 3
TRAFFIC GENERATION INCREASE

	DAILY	AM PEAK HOUR			PM PEAK HOUR		
		TOTAL	IN	OUT	TOTAL	IN	OUT
EXISTING =	9,149	559	368	191	734	346	388
PROPOSED =	1,899	126	33	93	154	94	60
INCREASE =	**-7,250**	**-433**	**-335**	**-98**	**-580**	**-252**	**-328**

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982

SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982
Authorization No. 3452
2581 Metrocentre Blvd West • Suite 3 • West Palm Beach, Florida 33407 • (561) 478-7848

N
N.T.S.



LEGEND

(15%) PROJECT DISTRIBUTION

PROJECT DISTRIBUTION

PALM SPRINGS RESIDENCES

19-083 BK 7/17/19

APPENDIX A

TRAFFIC ANALYSIS

TABLE 4
EXISTING CONDITIONS ANALYSIS

ROADWAY	FROM	TO	2019 DAILY TRAFFIC VOLUME	LANES	ADOPTED LOS	LOS "D" CAPACITY	V/C RATIO	LOS
CONGRESS AVENUE	10TH AVENUE	SITE[1]	42,189	6D	D	59,900	0.70	C
CONGRESS AVENUE	SITE	FOREST HILL BOULEVARD[1]	42,189	6D	D	59,900	0.70	C
CONGRESS AVENUE	FOREST HILL BOULEVARD	SUMMIT BOULEVARD[1]	34,412	6D	D	59,900	0.57	C
FOREST HILL BOULEVARD	KIRK ROAD	CONGRESS AVENUE[1]	47,705	6D	D	59,900	0.80	C
FOREST HILL BOULEVARD	CONGRESS AVENUE	I-95[2]	47,500	6D	D	59,900	0.79	C

Note:
(1) From PBC Counts
(2) From FDOT Counts

TABLE 5
SHORT TERM CONDITIONS ANALYSIS (2024)

ROADWAY	FROM	TO	2024 DAILY TRAFFIC VOLUME	LANES	ADOPTED LOS	LOS "D" CAPACITY	V/C RATIO	LOS
CONGRESS AVENUE	10TH AVENUE	SITE	43,525	6D	D	59,900	0.73	C
CONGRESS AVENUE	SITE	FOREST HILL BOULEVARD	43,525	6D	D	59,900	0.73	C
CONGRESS AVENUE	FOREST HILL BOULEVARD	SUMMIT BOULEVARD	35,766	6D	D	59,900	0.60	C
FOREST HILL BOULEVARD	KIRK ROAD	CONGRESS AVENUE	49,680	6D	D	59,900	0.83	C
FOREST HILL BOULEVARD	CONGRESS AVENUE	I-95	48,429	6D	D	59,900	0.81	C

Note:
Volumes determined by interpolation between existing and 2040 volumes.

TABLE 6
LONG RANGE CONDITIONS ANALYSIS (2040)

ROADWAY	FROM	TO	2040 DAILY TRAFFIC VOLUME	LANES	ADOPTED LOS	LOS "D" CAPACITY	V/C RATIO	LOS
CONGRESS AVENUE	10TH AVENUE	SITE	47,800	6D	D	59,900	0.80	C
CONGRESS AVENUE	SITE	FOREST HILL BOULEVARD	47,800	6D	D	59,900	0.80	C
CONGRESS AVENUE	FOREST HILL BOULEVARD	SUMMIT BOULEVARD	40,100	6D	D	59,900	0.67	C
FOREST HILL BOULEVARD	KIRK ROAD	CONGRESS AVENUE	56,000	6D	D	59,900	0.93	C
FOREST HILL BOULEVARD	CONGRESS AVENUE	I-95	51,400	6D	D	59,900	0.86	C

Note:
Volumes from latest Palm Beach TPA data

TABLE 7

SHORT TERM CONDITIONS ANALYSIS (2024) WITH PROJECT IMPACT

PROJECT: PALM SPRINGS RESIDENTIAL
EXISTING FUTURE LAND USE DESIGNATION: PUBLIC FACILITIES
TRIPS PER DAY= 9,149
PROPOSED FUTURE LAND USE DESIGNATION: RESIDENTIAL HIGH (19 DU/AC)
TRIPS PER DAY= 1,899
TRIP INCREASE= -7,250

ROADWAY	FROM	TO	2024 DAILY TRAFFIC VOLUME	LANES	ADOPTED LOS	TRIP DIST.	PROJECT TRAFFIC	TOTAL TRAFFIC	LOS "D" CAPACITY	V/C RATIO	LOS
CONGRESS AVENUE	10TH AVENUE	SITE	43,525	6D	D	40%	-2900	40,625	59,900	0.68	C
CONGRESS AVENUE	SITE	FOREST HILL BOULEVARD	43,525	6D	D	60%	-4350	39,175	59,900	0.65	C
CONGRESS AVENUE	FOREST HILL BOULEVARD	SUMMIT BOULEVARD	35,766	6D	D	20%	-1450	34,316	59,900	0.57	C
FOREST HILL BOULEVARD	KIRK ROAD	CONGRESS AVENUE	49,680	6D	D	15%	-1088	48,593	59,900	0.81	C
FOREST HILL BOULEVARD	CONGRESS AVENUE	I-95	48,429	6D	D	25%	-1813	46,616	59,900	0.78	C

Note:
Volumes determined by interpolation between existing and 2040 volumes.

TABLE 8

LONG TERM CONDITIONS ANALYSIS (2040) WITH PROJECT IMPACT

PROJECT: PALM SPRINGS RESIDENTIAL
EXISTING FUTURE LAND USE DESIGNATION: PUBLIC FACILITIES
TRIPS PER DAY= 9,149
PROPOSED FUTURE LAND USE DESIGNATION: RESIDENTIAL HIGH (19 DU/AC)
TRIPS PER DAY= 1,899
TRIP INCREASE= -7,250

ROADWAY	FROM	TO	2040 DAILY TRAFFIC VOLUME	LANES	ADOPTED LOS	TRIP DIST.	PROJECT TRAFFIC	TOTAL TRAFFIC	LOS "D" CAPACITY	V/C RATIO	LOS
CONGRESS AVENUE	10TH AVENUE	SITE	47,800	6D	D	40%	-2900	44,900	59,900	0.75	C
CONGRESS AVENUE	SITE	FOREST HILL BOULEVARD	47,800	6D	D	60%	-4350	43,450	59,900	0.73	C
CONGRESS AVENUE	FOREST HILL BOULEVARD	SUMMIT BOULEVARD	40,100	6D	D	20%	-1450	38,650	59,900	0.65	C
FOREST HILL BOULEVARD	KIRK ROAD	CONGRESS AVENUE	56,000	6D	D	15%	-1088	54,913	59,900	0.92	C
FOREST HILL BOULEVARD	CONGRESS AVENUE	I-95	51,400	6D	D	25%	-1813	49,588	59,900	0.83	C

Note:
Volumes from latest Palm Beach TPA data

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES 2014	2015	2016	2017	2018	2019 DAILY VOL	DATE	18-19 GR	3YR GR	2019 AM PEAK HOUR 2-WAY	NB/EB	SB/WB	2019 PM PEAK HOUR 2-WAY	NB/EB	SB/WB
3930	CONGRESS AVE	Presidential Way	Palm Beach Lakes Bl	5	1960	17231	17099	18813	17726	19066	20149	3/26/2019	5.68%	2.31%	1610	853	832	2045	925	1120
3305	CONGRESS AVE	Palm Beach Lakes Blvd	Okeechobee Blvd	4D	1770	17469	17673	20168	19913	19422	19967	2/11/2019	2.81%	-0.33%	1506	794	712	1891	954	948
3606	CONGRESS AVE	Okeechobee Blvd	Belvedere Rd	4D	1770		15323	17802	17052	17541	18013	2/19/2019	2.69%	0.39%	1314	689	627	1680	740	947
3668	CONGRESS AVE	Belvedere Rd	Turnage Blvd (PBIA)	2	1140	3943	3374	4200	4763	6083	5722	2/19/2019	-5.93%	10.86%	448	147	301	380	100	280
3618	CONGRESS AVE	Southern Blvd	Gun Club Rd	6D	2940	33265	33642	34390			40630	2/19/2019		5.72%	3855	2238	1617	3767	1403	2387
3674	CONGRESS AVE	Gun Club Rd	Summit Blvd	6D	2680	34957	33418	35665	37940	36802	39886	2/19/2019	8.38%	3.80%	3606	2168	1445	3594	1407	2187
3644	CONGRESS AVE	Summit Blvd	Forest Hill Blvd	6D	2680	29533	26658	28609	31613	33222	34412	2/19/2019	3.58%	6.35%	2952	1678	1300	3060	1513	1573
4210	CONGRESS AVE	Forest Hill Blvd	10th Ave N	6D	2680	35570	34955	36796		40729	42189	3/11/2019	3.58%	4.66%	3423	1748	1679	3523	1942	1609
4604	CONGRESS AVE	10th Ave N	French Ave	6D	2940	40836	38733	39628	43828	43904	46689	2/4/2019	6.34%	5.62%	3315	1499	1829	3725	1946	1825
4620	CONGRESS AVE	French Ave	Lake Worth Rd	6D	2680	36085	35400			37189	41140	1/16/2019	10.62%		2959	1349	1610	3203	1735	1509
4622	CONGRESS AVE	Lake Worth Rd	6th Ave S	6D	2680	38653	35712			39282	43373	1/16/2019	10.41%		3182	1319	1866	3555	1877	1696
4626	CONGRESS AVE	6th Ave S	JFK Dr	6D	2940	34374	35163	36054	38918	36766	39729	1/16/2019	8.06%	3.29%	3102	1400	1714	3185	1689	1496
4624	CONGRESS AVE	JFK Dr	Lantana Rd	6D	2940	33356	35206	34360		37851	36141	1/16/2019	-4.52%	1.70%	2820	1538	1350	2966	1315	1671
4600	CONGRESS AVE	Lantana Rd	Hypoluxo Rd	4D	1960	23327	23246	25097	26324	28120	27513	1/16/2019	-2.16%	3.11%	2070	1049	1021	2342	1236	1123
4610	CONGRESS AVE	Hypoluxo Rd	Gateway Blvd	6D	2940	27792	28960	29413	31031	30883	30882	2/26/2019	0.00%	1.64%	2864	1332	1600	2237	1210	1191
5206	CONGRESS AVE	Gateway Blvd	Old Boynton Rd	6D	2680	36003	36914	37826	38829	39958	41471	3/5/2019	3.79%	3.11%	2477	930	1626	3262	1927	1335
5658	CONGRESS AVE	Old Boynton Rd	Boynton Beach Blvd	6D	2680	39255	38263	39443	39658	40960	42731	3/13/2019	4.32%	2.70%	2258	869	1459	3443	2012	1362
5610	CONGRESS AVE	Boynton Beach Blvd	Woolbright Rd	6D	2680	31395	33549	32638	30501	33115	33157	3/4/2019	0.13%	0.53%	2050	768	1344	2705	1595	1127
5624	CONGRESS AVE	Woolbright Rd	Golf Rd	6D	2680	38169	37827	37741	38438	40974	38226	1/30/2019	-6.71%	0.43%	3027	1204	1981	3103	1821	1308

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES 2014	2015	2016	2017	2018	2019 DAILY VOL	DATE	18-19 GR	3YR GR	2019 AM PEAK HOUR 2-WAY	NB/EB	SB/WB	2019 PM PEAK HOUR 2-WAY	NB/EB	SB/WB
3646	FLORIDA MANGO RD	Summit Blvd	Forest Hill Blvd	2	880	6637	6289	7015	7007	6876	6874	3/26/2019	-0.03%	-0.67%	874	490	384	616	283	334
4212	FLORIDA MANGO RD	Forest Hill Blvd	10th Ave N	2	880	10422	10995	10853	11647	11389	11464	3/26/2019	0.66%	1.84%	1005	645	369	1020	434	595
3407	FOREST HILL BLVD	South Shore Blvd	SR 7	6D	3186	49976	47835	49134	47637	50083	46754	2/4/2019	-6.65%	-1.64%	3532	2106	1480	4011	1844	2167
3423	FOREST HILL BLVD	SR-7	Lyons Rd	6D	2940	38802	37209	38149		38991	38657	2/4/2019	-0.86%	0.44%	2921	1398	1577	3458	1807	1651
3221	FOREST HILL BLVD	Lyons Rd	Pinehurst Dr	6D	2940	36090	36125	37452		39821	37987	2/4/2019	-4.61%	0.47%	3114	1510	1664	3326	1759	1567
3666	FOREST HILL BLVD	Pinehurst Dr	Jog Rd	6D	2680	39249	42563	42712		42333	41394	1/16/2019	-2.22%	-1.04%	3351	1693	1682	3441	1784	1695
3636	FOREST HILL BLVD	Jog Rd	Sherwood Forest Blv	6D	2940	42370	37786	40086		39859	38810	1/16/2019	-2.63%	-1.07%	2975	1478	1520	3203	1701	1502
3667	FOREST HILL BLVD	Sherwood Forest Blvd	Haverhill Rd	6D	2680	40738	41136	42331	40880	40627	41992	3/11/2019	3.36%	-0.27%	3150	1905	1245	3259	1494	1784
3625	FOREST HILL BLVD	Haverhill Rd	Military Tr	6D	2940	43356	43254	44204	43503	43928	43592	3/11/2019	-0.76%	-0.46%	3096	1969	1183	3202	1446	1773
3627	FOREST HILL BLVD	Military Tr	Kirk Rd	6D	2940	42653	41933	44156		44021	43629	4/22/2019	-0.89%	-0.40%	3122	1792	1397	3020	1372	1670
3629	FOREST HILL BLVD	Kirk Rd	Congress Ave	6D	2680	43744	42266	44053	44262	45722	47705	3/11/2019	4.34%	2.69%	4076	2020	2077	3242	1640	1623
3317	FOREST HILL BLVD	I-95	Parker Ave	5	1770	27989	27796	27984		28275	29919	3/26/2019	5.81%	2.25%	2599	1382	1249	2327	1232	1181
3831	FOREST HILL BLVD	Parker Ave	Dixie Hwy	5	1770	19363	19467	19313	19700	20262	20735	3/13/2019	2.33%	2.40%	1460	720	740	1681	864	819
3841	FOREST HILL BLVD	Dixie Hwy	Olive Ave	2	810	5164	5338	5185		5307	5396	3/26/2019	1.68%	1.34%	502	278	226	434	530	228
1217	FREDERICK SMALL RD	Central Blvd	Military Tr	4D	1960	8335	8119	8869	8586	9646	8737	2/11/2019	-9.42%	-0.50%	961	588	373	803	372	476
1215	FREDERICK SMALL RD	Military Tr	Alt A1A	2	880	9745	9724	10751	10726	11186	10233	2/11/2019	-8.52%	-1.63%	958	522	436	907	431	522
4663	GATEWAY BLVD	Hagen Ranch Rd	Jog Rd	2	880	5853	6372	6433	6662	6764	6864	2/27/2019	1.48%	2.19%	628	319	309	629	309	327
4659	GATEWAY BLVD	Jog Rd	Military Tr	4D	1960	17097	17274	17267	18406	18391	18506	2/26/2019	0.63%	2.34%	1758	1001	763	1642	759	894
4649	GATEWAY BLVD	Military Tr	Lawrence Rd	6D	2940	23873	23948	24965	26868	25941	27472	2/26/2019	5.90%	3.24%	2870	1257	1616	2166	1051	1153

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

COUNTY: 93 - PALM BEACH

SITE: 0713 - SR 882/FOREST HILL BLVD - W OF I-95 (COUNTY LINK:3219)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2018	47500 C	E 23500	W 24000	9.00	59.90	3.00
2017	47500 C	E 23500	W 24000	9.00	59.50	3.00
2016	47500 C	E 23000	W 24500	9.00	59.80	3.00
2015	49000 C	E 23000	W 26000	9.00	60.30	2.60
2014	41000 C	E 22000	W 19000	9.00	60.30	3.40
2013	42000 C	E 19500	W 22500	9.00	60.60	3.40
2012	42000 C	E 21000	W 21000	9.00	60.60	3.40
2011	37000 C	E 18000	W 19000	9.00	60.90	3.40
2010	40500 C	E 20500	W 20000	9.73	61.28	3.40
2009	38500 C	E 19000	W 19500	9.88	61.89	4.30
2008	40500 C	E 19500	W 21000	10.36	61.44	4.30
2007	29500 C	E 15500	W 14000	10.30	61.43	15.50
2006	42500 C	E 20500	W 22000	10.13	58.32	2.50
2005	42000 C	E 21000	W 21000	10.80	58.30	5.20
2004	45500 C	E 22500	W 23000	12.00	58.40	5.20
2003	46500 C	E 23000	W 23500	10.20	55.70	5.20

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Station	Roadway	From	To	Owner	Cost Feasible Lanes	Observed 2005 Counts	Observed 2010 Counts	Observed 2015 Counts	2040 SERPM 6.5 Adjusted Volume	2040 SERPM7+ Adjusted Volume
6403	CLINT MOORE RD	SR 7	Lyons Rd	PBC	4D	13,291	15,148	18,460	16,700	19,100
6201	CLINT MOORE RD	Lyons Rd	Jog Rd	PBC	4D	21,809	21,525	24,350	26,500	30,000
6607	CLINT MOORE RD	Jog Rd	Military Tr	PBC	4D	29,949	28,767	30,959	38,000	36,000
6601	CLINT MOORE RD	Military Tr	Congress Ave	BR	6D	30,737	29,298	27,719	32,500	34,400
6301	CLINT MOORE RD	Congress Ave	NW 2nd Ave	BR	4D	13,712	10,637	12,136	14,500	11,200
2104	COCONUT BLVD	Persimmon Bl	Orange Bl	PBC	2	3,986	2,791	2,952	6,900	1,500
2412	COCONUT BLVD	Orange Bl	Temple Blvd	PBC	2	13,365	10,796	11,459	10,300	15,200
2404	COCONUT BLVD	Temple Blvd	Northlake Blvd	PBC	2	14,104	11,665	11,937	7,000	16,300
3641	COMMUNITY DR	Haverhill Rd	Military Tr	PBC	5	16,206	15,110	13,454	15,900	18,900
3659	COMMUNITY DR	Military Tr	Village Blvd	PBC	3	17,204	15,076	17,683	20,900	17,500
6614	CONGRESS AVE	Yamato Rd	Clint Moore Rd	BR	6D	25,198	25,740	0	33,200	37,700
6644	CONGRESS AVE	Clint Moore Rd	NW 82nd St	BR	6D	28,805	28,300	34,731	41,100	32,800
6204	CONGRESS AVE	NW 82nd St	Linton Blvd	BR	6D	24,665	17,757	21,315	34,400	23,900
5650	CONGRESS AVE	Linton Blvd	Lowson Blvd	PBC	6D	26,965	23,248	24,774	35,400	32,200
5612	CONGRESS AVE	Lowson Blvd	Atlantic Ave	PBC	6D	30,312	26,151	29,209	38,400	31,400
5630	CONGRESS AVE	Atlantic Ave	Lake Ida Rd	PBC	6D	32,662	32,658	34,768	43,500	40,500
5602	CONGRESS AVE	Lake Ida Rd	35th Ave SW	PBC	6D	31,948	29,740	30,608	41,600	36,300
5626	CONGRESS AVE	35th Ave SW	Golf Rd	PBC	6D	38,852	34,332	36,139	50,800	41,200
5624	CONGRESS AVE	Golf Rd	Woolbright Rd	PBC	6D	41,510	35,627	37,827	51,700	41,600
5610	CONGRESS AVE	Woolbright Rd	Boynton Beach Blvd	PBC	6D	38,259	32,543	33,549	48,100	37,800
5658	CONGRESS AVE	Boynton Beach Blvd	Old Boynton Rd	PBC	6D	N/A	47,139	38,263	38,200	56,200
5206	CONGRESS AVE	Old Boynton Rd	Gateway Blvd	PBC	6D	48,285	36,788	36,914	52,200	41,900
4610	CONGRESS AVE	Gateway Blvd	Hypoluxo Rd	PBC	6D	36,348	28,826	28,960	38,600	36,000
4600	CONGRESS AVE	Hypoluxo Rd	Lantana Rd	PBC	4D	29,993	25,175	23,246	34,000	29,100
4624	CONGRESS AVE	Lantana Rd	JFK Dr	FDOT	6D	41,814	31,730	35,206	55,800	45,000
4626	CONGRESS AVE	JFK Dr	6th Ave S	FDOT	6D	44,492	33,615	35,163	59,600	48,100
4622	CONGRESS AVE	6th Ave S	Lake Worth Rd	FDOT	6D	43,176	35,682	35,712	57,200	51,700
4620	CONGRESS AVE	Lake Worth Rd	French Ave	FDOT	6D	45,274	36,622	35,400	54,900	44,000
4604	CONGRESS AVE	French Ave	10th Ave N	FDOT	6D	47,387	39,769	38,733	61,500	50,400
4210	CONGRESS AVE	10th Ave N	Forest Hill Blvd	FDOT	6D	44,674	36,680	34,955	56,500	47,800
3644	CONGRESS AVE	Forest Hill Blvd	Summit Blvd	FDOT	6D	35,421	29,709	26,658	48,800	40,100
3674	CONGRESS AVE	Summit Blvd	Gun Club Rd	FDOT	6D	40,820	34,458	33,418	49,900	48,200
3618	CONGRESS AVE	Gun Club Rd	Southern Blvd	FDOT	6D	44,515	34,224	33,642	50,300	44,200
3668	CONGRESS AVE	Turnage Blvd (PBIA)	Belvedere Rd	PBC	2	7,890	5,625	3,374	9,700	5,300
3606	CONGRESS AVE	Belvedere Rd	Okeechobee Blvd	PBC	4D	24,328	16,624	15,323	29,700	22,000
3305	CONGRESS AVE	Okeechobee Blvd	Palm Beach Lakes Blvd	PBC	4D	25,375	16,832	17,673	29,800	25,400
3930	CONGRESS AVE	Palm Beach Lakes Blvd	Presidential Way	PBC	5	29,729	18,035	17,099	34,000	29,100
3928	CONGRESS AVE	Presidential Way	45th St	PBC	5	28,624	17,424	18,929	32,900	24,800
2308	CONGRESS AVE	45th St	MLK Blvd	PBC	6D	34,417	25,403	25,291	42,900	40,500
2618	CONGRESS AVE	MLK Blvd	Blue Heron Blvd	PBC	4D	27,055	18,586	19,670	27,500	22,900
2622	CONGRESS AVE	Blue Heron Blvd	Silverbeach Rd	PBC	4D	24,398	N/A	22,390	40,700	21,000
2620	CONGRESS AVE	Silverbeach Rd	Northlake Blvd	PBC	4D	25,819	24,047	25,054	29,600	34,200
	CONGRESS AVE	Northlake Blvd	Alt. A1A	PBC	2	N/A	N/A	N/A	17,300	11,900
7011	CR-717	State Market Rd SR-729	SR-700, US-98	PBC	2	3,171	N/A	0	4,600	3,400
7024	CR-880	Duda Rd	MLK Bl	PBC	2	6,410	5,588	5,091	4,500	3,500
7001	CR-880	Airport Rd	SR-80	PBC	2	4,210	3,037	0	300	1,000
4641	CRESTHAVEN BLVD	Jog Rd	Sherwood Forest Blvd	PBC	2	9,192	8,125	8,729	10,000	8,500
4633	CRESTHAVEN BLVD	Sherwood Forest Blvd	Haverhill Rd	PBC	2	8,305	8,404	8,527	8,100	8,400

Station	Roadway	From	To	Owner	Cost Feasible Lanes	Observed 2005 Counts	Observed 2010 Counts	Observed 2015 Counts	2040 SERPM 6.5 Adjusted Volume	2040 SERPM7+ Adjusted Volume
1102	FLORIDA TURNPIKE	Indiantown Rd	Martin County Line	FDOT	4X	33,269	N/A	0	66,900	81,500
3438	FOLSOM RD	Crestwood Blvd	Okeechobee Bl	PBC	2	4,989	4,492	4,684	5,900	6,500
3402	FOREST HILL BLVD	Southern Blvd	Wellington Trace	WEL	6D	39,091	34,180	35,877	52,100	41,100
3430	FOREST HILL BLVD	Wellington Trc	South Shore Blvd	WEL	4D	36,110	28,360	28,571	42,100	31,800
3407	FOREST HILL BLVD	South Shore Blvd	SR 7	WEL	6D	57,143	45,720	47,835	59,400	49,800
3423	FOREST HILL BLVD	SR-7	Lyons Rd	FDOT	6D	45,075	34,174	37,209	51,600	43,400
3221	FOREST HILL BLVD	Lyons Rd	Pinehurst Dr	FDOT	6D	45,428	34,503	36,125	51,100	47,000
3666	FOREST HILL BLVD	Pinehurst Dr	Jog Rd	FDOT	6D	52,443	40,490	42,563	58,200	53,300
3636	FOREST HILL BLVD	Jog Rd	Sherwood Forest Blvd	FDOT	6D	46,699	38,014	37,786	50,900	43,200
3667	FOREST HILL BLVD	Sherwood Forest Blvd	Haverhill Rd	FDOT	6D	45,119	39,543	41,136	48,800	49,500
3625	FOREST HILL BLVD	Haverhill Rd	Military Tr	FDOT	6D	47,087	40,932	43,254	52,200	49,200
3627	FOREST HILL BLVD	Military Tr	Kirk Rd	FDOT	6D	49,154	47,216	41,933	52,800	54,200
3629	FOREST HILL BLVD	Kirk Rd	Congress Ave	FDOT	6D	48,676	46,688	42,266	57,900	56,000
3219	FOREST HILL BLVD	Congress Ave	I-95	FDOT	6D	44,735	43,416	43,813	56,900	51,400
3317	FOREST HILL BLVD	I-95	Parker Ave	FDOT	5	27,803	26,498	27,796	30,700	30,600
3831	FOREST HILL BLVD	Parker Ave	Dixie Hwy	FDOT	5	22,693	17,470	19,467	23,000	21,400
3841	FOREST HILL BLVD	Dixie Hwy	Olive Ave	FDOT	5	6,517	5,100	5,338	7,200	5,700
1217	FREDERICK SMALL RD	Centrl Blvd	Military Tr	PBC	4D	7,600	8,223	8,119	13,400	9,400
1215	FREDERICK SMALL RD	Military Tr	Alt A1A	PBC	2	9,569	9,622	9,724	15,900	11,600
4663	GATEWAY BLVD	Hagen Ranch Rd	Jog Rd	PBC	2	7,102	6,040	6,372	9,400	6,800
4659	GATEWAY BLVD	Jog Rd	Military Tr	PBC	4D	18,312	16,243	17,274	24,900	21,300
4649	GATEWAY BLVD	Military Tr	Lawrence Rd	PBC	6D	25,969	22,097	23,948	30,200	27,800
4625	GATEWAY BLVD	Lawrence Rd	Congress Ave	PBC	6D	33,304	28,728	31,071	43,900	32,700
4667	GATEWAY BLVD	Congress Ave	High Ridge Rd	BB	6D	40,166	34,623	36,655	52,800	40,300
4213	GATEWAY BLVD	High Ridge Rd	I-95	BB	6D	41,163	43,387	48,114	64,500	52,100
4315	GATEWAY BLVD	I-95	Seacrest Blvd	BB	6D	26,276	24,970	26,287	33,600	32,500
5803	GEORGE BUSH BLVD	SR A1A	US-1	FDOT	2	7,786	6,955	8,555	8,100	7,500
3906	GEORGIA AVE	Bunker Rd	Forest Hill Blvd	WPB	2	6,119	N/A	0	6,200	500
3900	GEORGIA AVE	Southern Blvd	Bunker Rd	WPB	2	6,939	N/A	0	7,300	1,500
3876	GEORGIA AVE	Belvedere Rd	Southern Blvd	WPB	2	6,827	N/A	0	8,400	3,600
3860	GEORGIA AVE	Park Pl	Belvedere Rd	WPB	2	1,150	N/A	0	1,900	2,100
3844	GEORGIA AVE	Banyan Blvd	Lakeview Ave	WPB	2	4,474	N/A	0	5,000	1,600
6429	GLADES RD	Palmetto Park Rd	Cain Blvd	PBC	4D	7,468	7,000	7,761	9,100	7,900
6411	GLADES RD	Cain Blvd	SR-7	PBC	4D	30,928	28,405	29,424	36,900	30,200
6415	GLADES RD	SR-7	Lyons Rd	FDOT	6D	46,600	39,924	40,196	48,500	41,800
6413	GLADES RD	Lyons Rd	Boca Rio Rd	FDOT	6D	50,638	46,740	45,717	58,900	57,100
6101	GLADES RD	Boca Rio Rd	Turnpike Entrance	FDOT	6D	60,318	49,860	51,697	68,000	59,900
6205	GLADES RD	Turnpike Entrance	Jog/Powerline Rd	FDOT	6D	65,077	57,111	0	75,400	67,700
6615	GLADES RD	Jog/Powerline Rd	St. Andrews Blvd	FDOT	6D	56,754	52,005	55,321	61,100	61,100
6207	GLADES RD	St. Andrews Blvd	I-95	FDOT	6D	69,770	68,346	63,102	75,300	90,000
6307	GLADES RD	I-95	Perimeter Rd	FDOT	6D	69,258	73,921	59,051	68,000	80,700
6821	GLADES RD	Perimeter Rd	FAU Entrance(10th Ave NW)	FDOT	6D	70,373	61,909	43,674	69,100	69,800
6831	GLADES RD	FAU Entrance(10th Ave NW)	Boca Raton Blvd	FDOT	6D	40,979	40,520	43,129	46,200	48,300
6833	GLADES RD	Boca Raton Blvd	Old Dixie Hwy	FDOT	6D	31,340	30,826	31,207	33,000	36,600
6837	GLADES RD	Old Dixie Hwy	US-1 (Federal Hwy)	FDOT	6D	21,142	18,587	25,998	21,200	19,300
3432	GREENVIEW SHORES	Wellington Trc	South Shore Blvd	WEL	4D	21,269	16,060	18,685	30,000	23,000
3649	GUN CLUB RD	Jog Rd	Haverhill Rd	PBC	2	6,740	4,227	3,918	6,600	7,200
3651	GUN CLUB RD	Haverhill Rd	Military Tr	PBC	5	16,087	11,857	9,719	17,800	16,000

TABLE 1

Generalized **Annual Average Daily** Volumes for Florida's **Urbanized Areas**

12/18/12

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	16,800	17,700	**
4	Divided	*	37,900	39,800	**
6	Divided	*	58,400	59,900	**
8	Divided	*	78,800	80,100	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
2	Undivided	*	7,300	14,800	15,600
4	Divided	*	14,500	32,400	33,800
6	Divided	*	23,300	50,000	50,900
8	Divided	*	32,000	67,300	68,100

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
2	Divided	Yes	No	+5%
2	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding two-directional volumes in this table by 0.6

BICYCLE MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	2,900	7,600	19,700
50-84%	2,100	6,700	19,700	>19,700
85-100%	9,300	19,700	>19,700	**

PEDESTRIAN MODE[2]

(Multiply motorized vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	2,800	9,500
50-84%	*	1,600	8,700	15,800
85-100%	3,800	10,700	17,400	>19,700

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
4	47,400	64,000	77,900	84,600
6	69,900	95,200	116,600	130,600
8	92,500	126,400	154,300	176,600
10	115,100	159,700	194,500	222,700
12	162,400	216,700	256,600	268,900

Urbanized

Lanes	B	C	D	E
4	45,800	61,500	74,400	79,900
6	68,100	93,000	111,800	123,300
8	91,500	123,500	148,700	166,800
10	114,800	156,000	187,100	210,300

Freeway Adjustments

Auxiliary Lanes Present in Both Directions	Ramp Metering
+ 20,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
2	Undivided	8,600	17,000	24,200	33,300
4	Divided	36,700	51,800	65,600	72,600
6	Divided	55,000	77,700	98,300	108,800

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
2	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1]Values shown are presented as two-way annual average daily volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the Highway Capacity Manual and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of motorized vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Planning Office
www.dot.state.fl.us/planning/systems/sm/los/default.shtm

APPENDIX B

TEST 2 ANALYSIS

TABLE 9
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
2 MILE RADIUS
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERING) = 33
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING) = 93

STATION	ROADWAY	FROM	TO	DIRECTION	PROJECT DISTRIBUTION	AM PEAK HOUR DIRECTIONAL PROJECT TRIPS	EXISTING LANES	CLASS	LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
3644	CONGRESS AVENUE	SUMMIT BOULEVARD	FOREST HILL BOULEVARD	NB	20%	19	6D	II	2830	0.67%	NO
				SB	20%	7	6D	II	2830	0.25%	NO
4210	CONGRESS AVENUE	FOREST HILL BOULEVARD	SITE	NB	60%	56	6D	II	2830	1.98%	NO
				SB	60%	20	6D	II	2830	0.71%	NO
4210	CONGRESS AVENUE	SITE	10TH AVENUE	NB	40%	13	6D	II	2830	0.46%	NO
				SB	40%	37	6D	II	2830	1.31%	NO
3629	FOREST HILL BOULEVARD	KIRK ROAD	CONGRESS AVENUE	EB	15%	5	6D	II	2830	0.18%	NO
				WB	15%	14	6D	II	2830	0.49%	NO
N/A	FOREST HILL BOULEVARD	CONGRESS AVENUE	I-95	EB	25%	23	6D	II	2830	0.81%	NO
				WB	25%	8	6D	II	2830	0.28%	NO

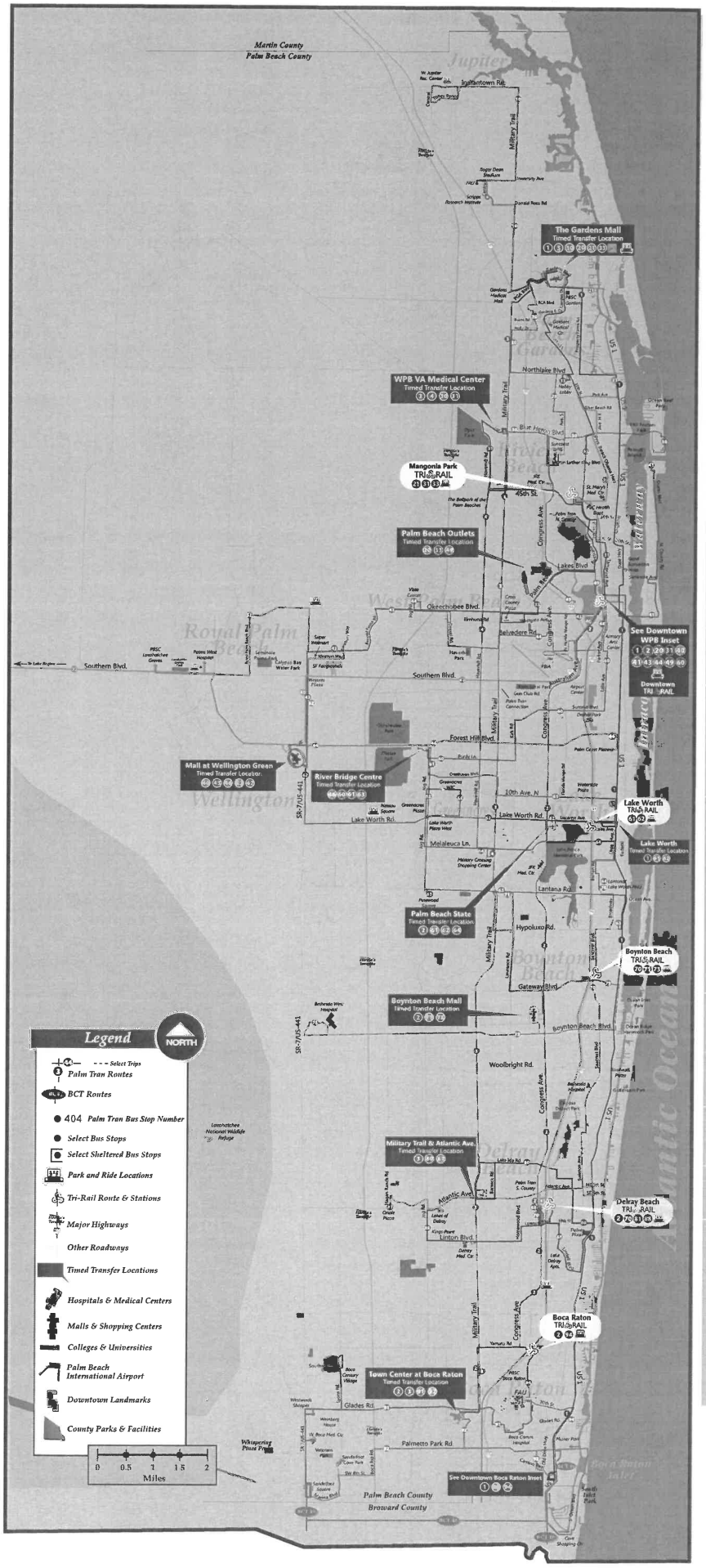
TABLE 10
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
2 MILE RADIUS
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTERING) = 94
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITING) = 60

STATION	ROADWAY	FROM	TO	DIRECTION	PROJECT DISTRIBUTION	PM PEAK HOUR DIRECTIONAL PROJECT TRIPS	EXISTING LANES	CLASS	LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
3644	CONGRESS AVENUE	SUMMIT BOULEVARD	FOREST HILL BOULEVARD	NB	20%	12	6D	II	2830	0.42%	NO
				SB	20%	19	6D	II	2830	0.67%	NO
4210	CONGRESS AVENUE	FOREST HILL BOULEVARD	SITE	NB	60%	36	6D	II	2830	1.27%	NO
				SB	60%	56	6D	II	2830	1.98%	NO
4210	CONGRESS AVENUE	SITE	10TH AVENUE	NB	40%	38	6D	II	2830	1.34%	NO
				SB	40%	24	6D	II	2830	0.85%	NO
3629	FOREST HILL BOULEVARD	KIRK ROAD	CONGRESS AVENUE	EB	15%	14	6D	II	2830	0.49%	NO
				WB	15%	9	6D	II	2830	0.32%	NO
N/A	FOREST HILL BOULEVARD	CONGRESS AVENUE	I-95	EB	25%	15	6D	II	2830	0.53%	NO
				WB	25%	24	6D	II	2830	0.85%	NO

APPENDIX C

PALM TRAN DATA



TRANSFER LOCATONS

Boynton Beach Mall
2 71 73

Camino Real
1 92 94 BCT 10

Downtown Lake Worth
1 61 62

Gardens Mall
1 3 10 20 21 33

Intermodal Transit Center
1 2 20 31 40 41 43 44 49 60

Mall at Wellington Green
40 43 46 52 62

Military Trail & Atlantic Ave.
2 80 81

Palm Beach Outlets
20 33 49

River Bridge Centre
46 60 61 63

Town Center Mall
2 3 91 92

VA Medical Center
3 4 30 31

West Tech Belle Glade
40 47

COLLEGES & UNIVERSITIES

Florida Atlantic University
Boca Raton 91 94
Jupiter 10

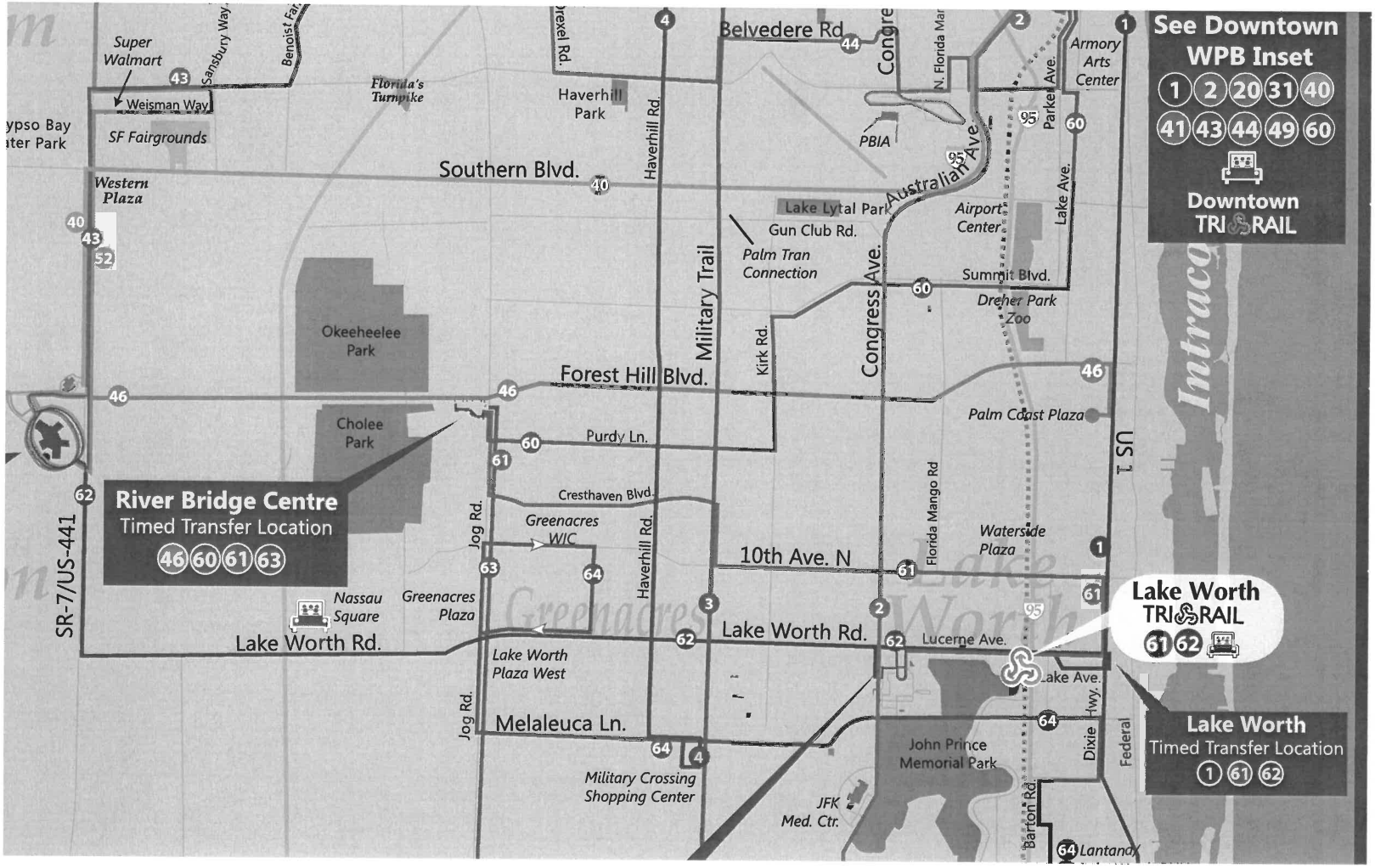
Keiser University
3 43 44

Lynn University
2 3

Palm Beach Atlantic University
1 41

South University
43 52

Palm Beach State College
Belle Glade 47
Boca Raton 94
Lake Worth 2 61 62 64
Loxahatchee Groves 40 52
Palm Beach Gardens 1 21 33



River Bri

46 60

Town Ce

2 3

VA Medi

3 4

West Tech

40

COLL

Route 2 Southbound Sur/Sid

Weekday / Semana / Lasémèn

❶ Intermodal Transit Ctr Bus Stop #602	❷ Airport Center Bus Stop #623	❸ PB State & Congress Bus Stop #651	❹ Boynton Beach Mall Bus Stop #687	❺ Delray Tri-Rail Bus Stop #706	❻ Boca Raton Tri-Rail Bus Stop #729	❼ Town Center Mall at Boca Raton Bus Stop #746
		5:16	5:38	6:00	6:20	6:35
5:16	5:22	5:41	6:08	6:30	6:50	7:05
5:40	5:46	6:05	6:32	6:54	7:14	7:29
6:10	6:16	6:35	7:02	7:24	7:44	7:59
6:40	6:46	7:05	7:32	7:54	8:14	8:29
7:10	7:16	7:35	8:02	8:24	8:44	8:59
7:40	7:46	8:05	8:32	8:54	9:14	9:29
8:10	8:16	8:35	9:02	9:24	9:44	9:59
8:40	8:46	9:05	9:32	9:54	10:14	10:29
9:10	9:17	9:38	10:07	10:32	10:50	11:05
9:40	9:47	10:08	10:37	11:02	11:20	11:35
10:10	10:17	10:38	11:07	11:32	11:50	**12:05**
10:40	10:47	11:08	11:37	**12:02**	**12:20**	**12:35**
11:10	11:17	11:38	**12:07**	**12:32**	**12:50**	**1:05**
11:40	11:47	**12:08**	**12:37**	**1:02**	**1:20**	**1:35**
12:10	**12:17**	**12:38**	**1:07**	**1:32**	**1:50**	**2:05**
12:40	**12:47**	**1:08**	**1:37**	**2:02**	**2:20**	**2:35**
1:10	**1:17**	**1:38**	**2:07**	**2:32**	**2:50**	**3:05**
1:40	**1:47**	**2:08**	**2:37**	**3:02**	**3:20**	**3:35**
2:10	**2:17**	**2:38**	**3:07**	**3:32**	**3:50**	**4:05**
2:40	**2:47**	**3:08**	**3:37**	**4:02**	**4:20**	**4:35**
3:10	**3:17**	**3:39**	**4:08**	**4:33**	**4:51**	**5:06**
3:40	**3:47**	**4:09**	**4:38**	**5:03**	**5:21**	**5:36**
4:10	**4:17**	**4:39**	**5:08**	**5:33**	**5:51**	**6:06**
4:40	**4:47**	**5:09**	**5:38**	**6:03**	**6:21**	**6:36**
5:10	**5:17**	**5:39**	**6:08**	**6:33**	**6:51**	**7:06**
5:40	**5:47**	**6:09**	**6:38**	**7:03**	**7:21**	**7:36**
6:10	**6:17**	**6:34**	**6:58**	**7:15**	**7:30**	**7:45**
6:40	**6:47**	**7:04**	**7:28**	**7:45**	**8:00**	**8:15**
7:10	**7:17**	**7:34**	**7:58**	**8:15**	**8:30**	**8:45**
7:40	**7:47**	**8:04**	**8:28**	**8:45**	**9:00**	**9:15**
8:10	**8:17**	**8:34**	**8:53**	**9:10**		
8:40	**8:47**	**9:04**	**9:23**	**9:40**		
9:10	**9:17**	**9:34**	**9:53**	**10:10**		
9:40	**9:47**	**10:04**	**10:23**	**10:40**		

P.M. times are shown in **bold**/Los horarios de P.M. se muestran en **negrilla**/Lè nan apremidi yo prezante an **fonse**



Mark your calendar!

Palm Tran buses do not run on these 7 major holidays

New Years Day • Easter Sunday
Memorial Day • Independence Day • Labor Day
• Thanksgiving Day • Christmas Day

Tri-Rail operates a FREE shuttle between the Intermodal Transit Center in Downtown West Palm Beach and the Palm Beach International Airport on the holidays that Palm Tran buses do not operate. The shuttle bus takes about 10 minutes each way. For the shuttle schedule visit: tri-rail.com

Route 2 Southbound Sur/Sid

Saturday / Sábado / Samdi

1 Intermodal Transit Ctr Bus Stop #602	2 Airport Center Bus Stop #623	3 PB State & Congress Bus Stop #651	4 Boynton Beach Mall Bus Stop #687	5 Delray Tri-Rail Bus Stop #706	6 Boca Raton Tri-Rail Bus Stop #729	7 Town Center Mall at Boca Raton Bus Stop #746
			7:09	7:30	7:47	8:02
7:00	7:06	7:24	7:54	8:15	8:32	8:47
7:45	7:51	8:09	8:39	9:00	9:17	9:32
8:30	8:36	8:54	9:24	9:45	10:02	10:17
9:15	9:21	9:39	10:09	10:30	10:47	11:02
10:00	10:06	10:24	10:54	11:15	11:32	11:47
10:45	10:51	11:09	11:39	12:00	12:17	12:32
11:30	11:36	11:54	**12:24**	**12:45**	**1:02**	**1:17**
12:15	**12:21**	**12:39**	**1:09**	**1:30**	**1:47**	**2:02**
1:00	**1:06**	**1:24**	**1:54**	**2:15**	**2:32**	**2:47**
1:45	**1:51**	**2:09**	**2:39**	**3:00**	**3:17**	**3:32**
2:30	**2:36**	**2:54**	**3:24**	**3:45**	**4:02**	**4:17**
3:15	**3:21**	**3:39**	**4:09**	**4:30**	**4:47**	**5:02**
4:00	**4:06**	**4:24**	**4:54**	**5:15**	**5:32**	**5:47**
4:45	**4:51**	**5:09**	**5:39**	**6:00**	**6:17**	**6:32**
5:30	**5:36**	**5:54**	**6:24**	**6:45**	**7:02**	**7:17**
6:15	**6:21**	**6:39**	**7:09**	**7:30**	**7:47**	**8:02**
7:00	**7:06**	**7:24**	**7:54**	**8:15**	**8:32**	**8:47**
7:45	**7:51**	**8:09**	**8:39**	**9:00**	**9:17**	**9:32**
8:30	**8:36**	**8:54**				

Sunday / Domingo / Dimanch

1 Intermodal Transit Ctr Bus Stop #602	2 Airport Center Bus Stop #623	3 PB State & Congress Bus Stop #651	4 Boynton Beach Mall Bus Stop #687	5 Delray Tri-Rail Bus Stop #706	6 Boca Raton Tri-Rail Bus Stop #729	7 Town Center Mall at Boca Raton Bus Stop #746
			8:37	8:57	9:12	9:25
8:40	8:46	9:04	9:30	9:50	10:05	10:18
9:41	9:47	10:05	10:31	10:51	11:06	11:19
10:40	10:46	11:04	11:30	11:50	**12:05**	**12:18**
11:40	11:46	**12:04**	**12:30**	**12:50**	**1:05**	**1:18**
12:40	**12:46**	**1:04**	**1:30**	**1:50**	**2:05**	**2:18**
1:40	**1:46**	**2:04**	**2:30**	**2:50**	**3:05**	**3:18**
2:40	**2:46**	**3:04**	**3:30**	**3:50**	**4:05**	**4:18**
3:40	**3:46**	**4:04**	**4:30**	**4:50**	**5:05**	**5:18**
4:40	**4:46**	**5:04**	**5:30**	**5:50**	**6:05**	**6:18**
5:40	**5:46**	**6:04**	**6:30**	**6:50**		

P.M. times are shown in **bold**/Los horarios de P.M. se muestran en **negrilla**/Lè nan apremidi yo prezante an **fonse**



Palm Tran offers FREE WI-FI on all buses!

Visit our social pages!

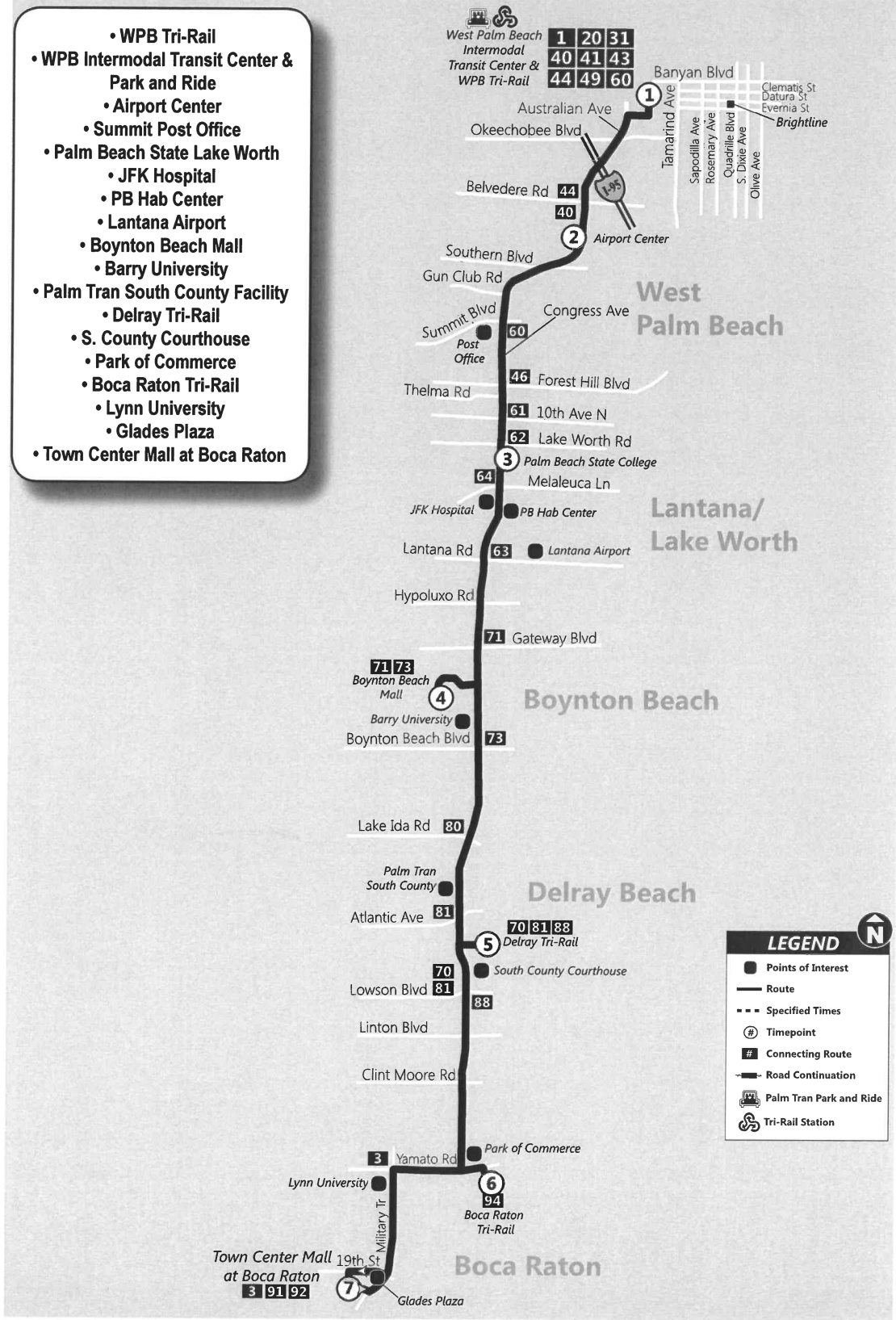
palmtran.org /palmtran @Palm_Tran @Palm_Tran Palm_Tran

MAIN CORRIDOR

2 ROUTE 2 Ruta 2 / Rout 2

Via Congress Ave. — West Palm Beach To Boca Raton

- WPB Tri-Rail
- WPB Intermodal Transit Center & Park and Ride
- Airport Center
- Summit Post Office
- Palm Beach State Lake Worth
- JFK Hospital
- PB Hab Center
- Lantana Airport
- Boynton Beach Mall
- Barry University
- Palm Tran South County Facility
- Delray Tri-Rail
- S. County Courthouse
- Park of Commerce
- Boca Raton Tri-Rail
- Lynn University
- Glades Plaza
- Town Center Mall at Boca Raton

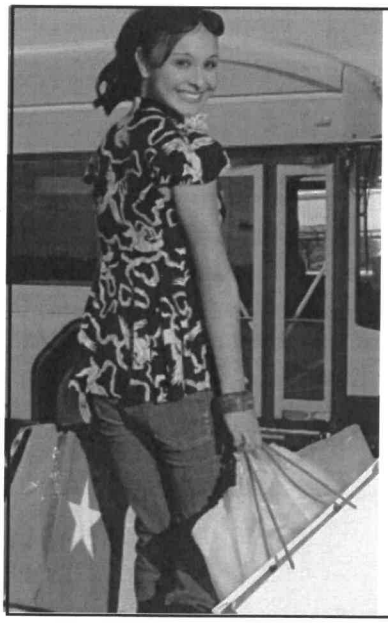


Route 2 Northbound Norte / Nô

Weekday / Semana / Lasémèn

7 Town Center Mall at Boca Raton Bus Stop #746	6 Boca Raton Tri-Rail Bus Stop #729	5 Delray Bch Tri-Rail Bus Stop #706	4 Boynton Beach Mall Bus Stop #687	3 PB State & Congress Bus Stop #829	2 Airport Center Bus Stop #623	1 Intermodal Transit Ctr Bus Stop #602
			5:39	6:00	6:15	6:20
		5:40	6:10	6:32	6:48	6:55
	5:48	6:10	6:40	7:02	7:18	7:25
6:09	6:22	6:40	7:10	7:32	7:48	7:55
6:39	6:52	7:10	7:40	8:02	8:18	8:25
7:09	7:22	7:40	8:10	8:32	8:48	8:55
7:39	7:52	8:10	8:40	9:02	9:18	9:25
8:09	8:22	8:40	9:10	9:32	9:48	9:55
8:39	8:52	9:10	9:40	10:02	10:18	10:25
9:09	9:22	9:38	10:15	10:40	10:58	11:05
9:29	9:42	9:58	10:35	11:00	11:18	11:25
9:59	10:12	10:28	11:05	11:30	11:48	11:55
10:29	10:42	10:58	11:35	12:00	12:18	12:25
10:59	11:12	11:28	**12:05**	**12:30**	**12:48**	**12:55**
11:29	11:42	11:58	**12:35**	**1:00**	**1:18**	**1:25**
11:59	**12:12**	**12:28**	**1:05**	**1:30**	**1:48**	**1:55**
12:29	**12:42**	**12:58**	**1:35**	**2:00**	**2:18**	**2:25**
12:59	**1:12**	**1:28**	**2:05**	**2:30**	**2:48**	**2:55**
1:28	**1:41**	**2:01**	**2:38**	**3:00**	**3:18**	**3:25**
1:58	**2:11**	**2:31**	**3:08**	**3:30**	**3:48**	**3:55**
2:28	**2:41**	**3:01**	**3:38**	**4:00**	**4:18**	**4:25**
2:58	**3:11**	**3:31**	**4:08**	**4:30**	**4:48**	**4:55**
3:28	**3:41**	**4:01**	**4:38**	**5:00**	**5:18**	**5:25**
3:58	**4:11**	**4:31**	**5:08**	**5:30**	**5:48**	**5:55**
4:32	**4:45**	**5:07**	**5:38**	**6:00**	**6:16**	**6:23**
5:06	**5:19**	**5:41**	**6:12**	**6:34**	**6:50**	**6:57**
5:36	**5:49**	**6:11**	**6:42**	**7:04**	**7:20**	**7:27**
6:06	**6:19**	**6:41**	**7:12**	**7:34**	**7:50**	**7:57**
6:36	**6:49**	**7:11**	**7:42**	**8:04**	**8:20**	**8:27**
7:06	**7:19**	**7:41**	**8:12**	**8:34**	**8:50**	**8:57**
7:36	**7:49**	**8:11**	**8:42**	**9:04**	**9:20**	**9:27**
8:06	**8:19**	**8:41**	**9:12**	**9:34**	**9:50**	**9:57**
8:36	**8:49**	**9:11**	**9:42**	**10:04**	**10:20**	**10:27**
9:25	**9:38**	**9:58**	**10:23**			

P.M. times are shown in **bold**/Los horarios de P.M. se muestran en **negrilla**/Lè nan apremidi yo prezante an **fonse**



Shopping Centers and Malls

Palm Tran offers curb-side service to major malls and shopping centers

Boca Town Center Mall
2 3 91 92

Boynton Beach Mall
2 71 73

Cross County Plaza
3 33 43

Delray Square
3 80 81

Downtown Lake Worth
1 61 62 64

Gardens Mall
1 3 10 20 21 33

The Mall at Wellington Green
40 43 46 52 62

Mizner Park
1 92 94

Palm Beach Outlets
20 33 49

River Bridge Centre
46 60 61 63

Route 2 Northbound Norte / Nô

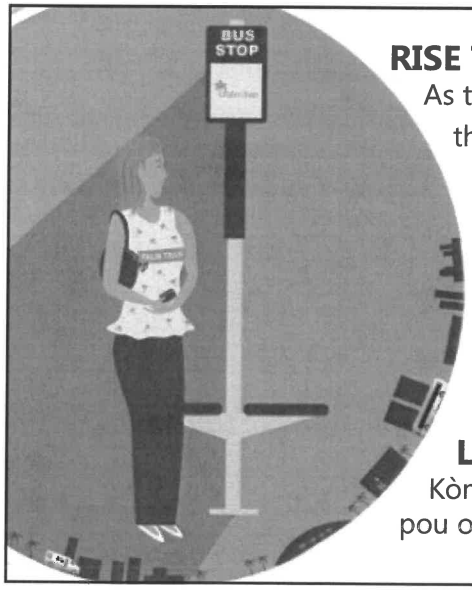
Saturday / Sábado / Samdi

7 Town Center Mall at Boca Raton Bus Stop #746	6 Boca Raton Tri-Rail Bus Stop #729	5 Delray Bch Tri-Rail Bus Stop #706	4 Boynton Beach Mall Bus Stop #687	3 PB State & Congress Bus Stop #829	2 Airport Center Bus Stop #623	1 Intermodal Transit Ctr Bus Stop #602
			7:15	7:37	7:53	8:00
7:10	7:20	7:42	8:10	8:32	8:48	8:55
7:55	8:05	8:27	8:55	9:17	9:33	9:40
8:40	8:50	9:12	9:40	10:02	10:18	10:25
9:25	9:35	9:57	10:25	10:47	11:03	11:10
10:10	10:20	10:42	11:10	11:32	11:48	11:55
10:55	11:05	11:27	11:55	**12:17**	12:33	**12:40**
11:40	11:50	**12:12**	**12:40**	**1:02**	**1:18**	**1:25**
12:25	**12:35**	**12:57**	**1:25**	**1:47**	**2:03**	**2:10**
1:10	**1:20**	**1:42**	**2:10**	**2:32**	**2:48**	**2:55**
1:55	**2:05**	**2:27**	**2:55**	**3:17**	**3:33**	**3:40**
2:40	**2:50**	**3:12**	**3:40**	**4:02**	**4:18**	**4:25**
3:25	**3:35**	**3:57**	**4:25**	**4:47**	**5:03**	**5:10**
4:10	**4:20**	**4:42**	**5:10**	**5:32**	**5:48**	**5:55**
4:55	**5:05**	**5:27**	**5:55**	**6:17**	**6:33**	**6:40**
5:40	**5:50**	**6:12**	**6:40**	**7:02**	**7:18**	**7:25**
6:25	**6:35**	**6:57**	**7:25**	**7:47**	**8:03**	**8:10**
7:10	**7:20**	**7:42**	**8:10**	**8:32**	**8:48**	**8:55**
7:55	**8:05**	**8:27**	**8:55**	**9:17**	**9:33**	**9:40**
8:25	**8:35**	**8:57**	**9:20**	**9:42**	**9:58**	**10:05**
9:20	**9:30**	**9:50**	**10:13**			

Sunday / Domingo / Dimanch

7 Town Center Mall at Boca Raton Bus Stop #746	6 Boca Raton Tri-Rail Bus Stop #729	5 Delray Bch Tri-Rail Bus Stop #706	4 Boynton Beach Mall Bus Stop #687	3 PB State & Congress Bus Stop #829	2 Airport Center Bus Stop #623	1 Intermodal Transit Ctr Bus Stop #602
			7:44	8:04	8:20	8:27
			8:44	9:04	9:20	9:27
8:49	8:58	9:14	9:44	10:04	10:20	10:27
9:49	9:58	10:14	**10:44**	11:04	11:20	11:27
10:49	10:58	11:14	11:44	**12:04**	**12:20**	**12:27**
11:49	11:58	**12:14**	**12:44**	**1:04**	**1:20**	**1:27**
12:49	**12:58**	**1:14**	**1:44**	**2:04**	**2:20**	**2:27**
1:49	**1:58**	**2:14**	**2:44**	**3:04**	**3:20**	**3:27**
2:49	**2:58**	**3:14**	**3:44**	**4:04**	**4:20**	**4:27**
3:49	**3:58**	**4:14**	**4:44**	**5:04**	**5:20**	**5:27**
4:49	**4:58**	**5:14**	**5:44**	**6:04**	**6:20**	**6:27**
6:25	**6:34**	**6:50**	**7:20**	**7:40**	**7:56**	**8:03**

P.M. times are shown in **bold**/Los horarios de P.M. se muestran en **negrilla**/Lè nan apremidi yo prezante an **fonse**



RISE TO RIDE

As the bus approaches, stand up and be visible so the bus operator knows you want to board.

PONTE DE PIE PARA ABORDAR EL BUS

Cuando el bus esté cerca ponte de pie y hazte visible para que el conductor sepa que estás esperando y quieres subir al bus.

LEVEE KOMANSE POU WOU LIB

Kòm otobis yo apwòch, leve kanpe pou yo ka wéw pou operate bis Ian ka konen ké ou bezwen monté.

EXHIBIT G

School Capacity Availability Determination

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

KRISTIN K. GARRISON
DIRECTOR

WANDA F. PAUL, M.ED., MBA
CHIEF OPERATING OFFICER

PLANNING AND INTERGOVERNMENTAL RELATIONS
3661 INTERSTATE PARK RD. N., STE 200
RIVIERA BEACH, FL. 33404

PHONE: 561-434-8020 / FAX: 561-357-1193
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	**Submittal Date**	03/24/2021		
	SCAD No.	**21032401F - FLU and 21032401D - D. O.**		
	FLU /Rezoning/D.O. No.	202100211 - Village of Palm Springs		
	PCN No. / Address	70-43-44-18-05-010-0040 and 70-43-44-18-00-000-1040 / 3243 Lillian Road and 2085 S. Congress Ave.		
	Development Name	**Palm Springs Residences**		
	Owner / Agent Name	The Young Mens Christian Asso. of the Palm Beaches, Inc. / Beth Schrantz, Dunay, Miskel & Backman, LLP		
	SAC No.	183		
	Proposed Amendment **Proposed Unit No. & Type**	**Max. 349 Residential Units** - FLU **264 Apartment Units** - D. O.		
Impact Review		**CO Taylor-Kirklane** Elementary School	**Palm Springs** Middle School	**John I. Leonard** High School
	New Students Generated	22	9	11
	Capacity Available	119	81	**-654**
	Utilization Percentage	92%	95%	**121%**
School District Staff's Recommendation	**Based on the findings and evaluation of the proposed development, there will be negative impact on the public school system. Therefore, if the proposed development is approved by the Village Council, School District staff recommends the following condition to mitigate such impacts.** In order to address the school capacity deficiency generated by this proposed development at the District **high school level**, the property owner shall contribute **$151,910.00** to the School District of Palm Beach County prior to the issuance of first building permit. This school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied). Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Ordinance, which was adopted on April 16, 2019.			
Validation Period	1) This determination is valid from **03/25/2021** to **03/24/2022** or the expiration date of the site-specific development order approved during the validation period. 2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to **03/24/2022** or this determination will expire automatically on **03/24/2022**.			
Notice	1) The SCAD letter under case# 19080701F & 19080701D expired on August 22, 2020. 2) School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.			

Joyce Cai

School District Representative Signature

March 25, 2021

Date

Joyce C. Cai, Senior Planner

Print Name & Title

joyce.cai@palmbeachschools.org

Email Address

CC: Iramis Cabrera, PZ&B Interim Director, Village of Palm Springs
Joyell Shaw, PIR Manager, School District of Palm Beach County

EXHIBIT H

Village of Palm Springs Utility Confirmation Letter

TO BE PROVIDED
UPON RECEIPT

EXHIBIT I

Solid Waste Authority

Confirmation of Capacity

January 6, 2021

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

Daniel Pellowitz
Executive Director
Solid Waste Authority
7501 N. Jog Road
West Palm Beach, FL 33412

Subject: Availability of Solid Waste Disposal Capacity

Mr. Pellowitz:

The Solid Waste Authority of Palm Beach County (Authority) hereby provides certification that the Authority has disposal capacity available to accommodate the solid waste generation for the municipalities and unincorporated county for the coming year of 2021. This letter also constitutes notification of sufficient capacity for concurrency management and comprehensive planning purposes. Capacity is available for both the coming year, the five year, and ten year planning periods that may be specified in local comprehensive plans.

As of September 30, 2020, the Authority's Landfill located at the Palm Beach Renewable Energy Park has an estimated 26,926,868 cubic yards of landfill capacity remaining. Based upon the existing Palm Beach County population, the most recently available population growth rates published by the University of Florida Bureau of Economic and Business and Research (BEBR), medium projection, projected rates of solid waste generation, waste reduction and recycling, the Authority forecasts that capacity will be available at the existing landfill through approximately the year 2054.

The Authority continues to pursue options to increase the life of its existing facilities and to provide for all of the County's current and future disposal and recycling needs. As part of its responsibility, the Authority is providing this annual statement of disposal capacity, using the most current BEBR projections available. Please provide copies of this letter to your plan review and concurrency management staff. If you have any questions or I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Mary Beth Morrison

Mary Beth Morrison
Director of Environmental Programs

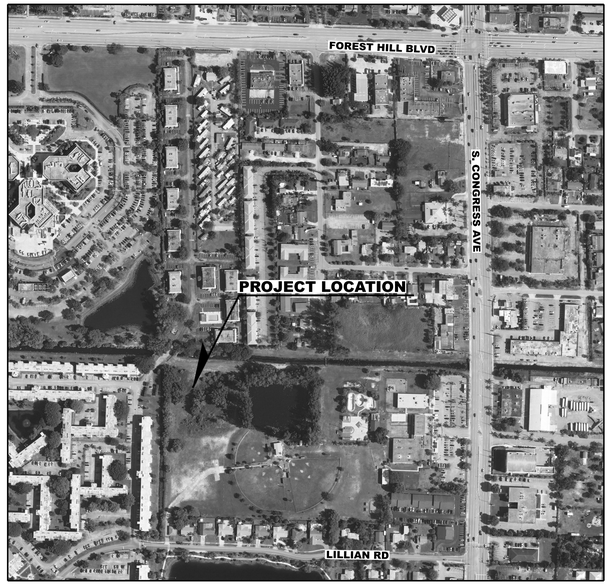
PALM SPRINGS RESIDENCES

PALM BEACH COUNTY, FLORIDA

WAVERLY SP2, LLC

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
CS-1	COVER SHEET
SP-1	SITE PLAN
WS-1	CONCEPTUAL WATER & SEWER
PD-1	CONCEPTUAL PGD PLAN
PD-2	SITE CROSS SECTIONS & DETAILS PLAN
PD-3	SITE CROSS SECTIONS & DETAILS PLAN
FT-1	FIRE TRUCK PATH PLAN
FT-2	GARBAGE TRUCK PATH PLAN
A-0.1	OPEN SPACE DIAGRAM
A-0.2	DUMPSTER / RECYCLE ENCLOSURE
A-2.1.1	BUILDING TYPE I - LEVEL 1 & 2
A-2.1.2	BUILDING TYPE I - LEVEL 3 & ROOF
A-2.2.1	BUILDING TYPE II- LEVEL 1 & 2
A-2.2.2	BUILDING TYPE II -LEVEL 3 & ROOF
A-2.3.1	BUILDING TYPE III-LEVEL 1 & 2
A-2.3.2	BUILDING TYPE III-LEVEL 3 & ROOF
A-2.4.1	BUILDING TYPE IV-LEVEL 1 & 2
A-2.4.2	BUILDING TYPE IV- LEVEL 3 & ROOF
A-CH2.1	CLUBHOUSE- PLAN & ELEVATION
A-3.1.1	BUILDING TYPE I - BUILDING ELEVATIONS
A-3.2.1	BUILDING TYPE II - BUILDING ELEVATIONS
A-3.3.1	BUILDING TYPE III - BUILDING ELEVATIONS
A-3.4.1	BUILDING TYPE IV - BUILDING ELEVATIONS
A-3.5	RENDERING
A-4.1	UNIT PLANS
A-4.2	UNIT PLANS
L-110 - L-115	LAYOUT PLANS
L-200 - L-201	TREE DISPOSITION PLANS
L-210	LANDSCAPE KEY PLAN
L-211 - L-215	LANDSCAPE PLANS
L-216	PLANTING DETAILS AND NOTES
L-217	LANDSCAPE CALCULATIONS
L-500 - L-505	HARDSCAPE DETAILS
L-PH	PHOTOMETRICS
S-1	SURVEY
S-2	SURVEY-BUILDING FOOTPRINTS
S-3	SURVEY-DETAILS



LOCATION MAP

SCALE: 1" = 300'

SECTION 28 / TOWNSHIP 52 S / RANGE 41 E

DEVELOPER:

WAVERLEY SP 2, LLC
C/O DANIEL SPEAR
3921 S.W. 47TH AVE
SUITE 1013
FT LAUDERDALE, FL 33314
(954) 581-9000

PLANNER:

HSQ GROUP, INC.
1001 YAMATO ROAD
SUITE 105
BOCA RATON, FL 33431
(561) 392-0221

ARCHITECT:

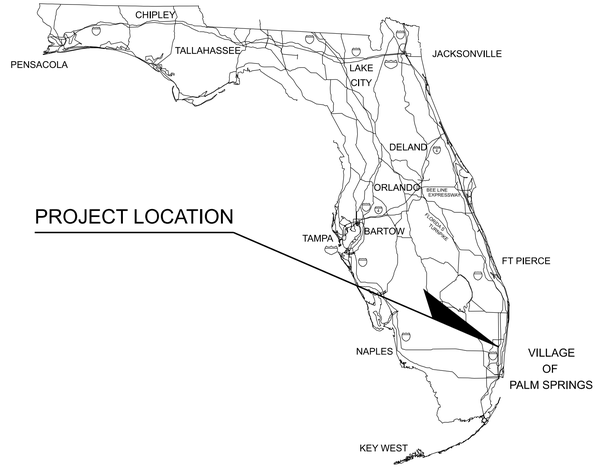
MSA ARCHITECTS INC.
8950 S.W. 74 COURT,
SUITE 1513
MIAMI, FL 33156
(305) 273-9911

CIVIL ENGINEER:

HSQ GROUP, INC.
1001 YAMATO ROAD
SUITE 105
BOCA RATON, FL 33431
(561) 392-0221

LANDSCAPE ARCHITECT:

ARCHITECTURAL ALLIANCE
612 S.W. 4TH AVENUE,
FT LAUDERDALE, FL 33315
(954) 205-1721



SITE PLAN

LEGAL DESCRIPTION:

LEGAL DESCRIPTION:

PARCEL 1
A PARCEL OF LAND IN SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE WESTERLY ALONG THE NORTH LINE THEREOF A DISTANCE OF 1324.9 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF A DISTANCE OF 339.17 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE SOUTH LINE THEREOF AND ALONG THE NORTH LINE OF FROST PARK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 188, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 939.9 FEET, MORE OR LESS, TO A POINT 385 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTHERLY, MAKING AN ANGLE WITH THE PRECEDING COURSE, MEASURED FROM WEST TO NORTH OF 80 DEGREES 10 MINUTES 15 SECONDS, A DISTANCE OF 145.07 FEET; THENCE EASTERLY, MAKING AN ANGLE WITH THE PRECEDING COURSE, MEASURED FROM SOUTH TO EAST OF 86 DEGREES 10 MINUTES 30 SECONDS, A DISTANCE OF 136.39 FEET; THENCE EASTERLY, PARALLEL TO THE NORTH LINE OF SAID FROST PARK, A DISTANCE OF 250 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 18; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 201 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF SAID PARCEL WHICH LIES WITHIN THE RIGHT-OF-WAY OF CONGRESS AVENUE.

PARCEL 2
THE NORTH 1 /4 OF THE NE 1 /4 OF THE NE 1/4 OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST, LESS AND EXCEPTING THEREOF THAT PORTION OF SAID PARCEL WHICH LIES WITHIN THE RIGHT-OF-WAY OF CONGRESS AVENUE AND LESS AND EXCEPTING NORTH FORTY FEET (N. 40') AS DEEDED TO LAKE WORTH DRAINAGE DISTRICT IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3754, PAGE 1991.

PARCEL 3
A PORTION OF BLOCK A, FROST PARK, AS RECORDED IN PLAT BOOK 23, PAGE 188, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK A; THENCE NORTH 89°58'20" EAST (AN ASSUMED BEARING AND ALL OTHER BEARINGS ARE RELATIVE THERETO), ALONG THE NORTH LINE OF SAID BLOCK A, A DISTANCE OF 77.52 FEET; THENCE SOUTH 00°01'40" WEST, A DISTANCE OF 105.00 FEET; THENCE SOUTH 89°58'20" WEST, A DISTANCE OF 77.0 FEET; THENCE NORTH 00°01'40" EAST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING.

HSQ GROUP, INC.
Engineers · Planners · Surveyors
1001 Yamayo Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

ENGINEER'S CERTIFICATION

THESE PLANS WERE PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE INTENT OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE, CHAPTER 72-328 F.S.

NOTES:

THE PROPOSED WORK HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPLICABLE, FEDERAL, STATE, COUNTY AND VILLAGE CODES AND REGULATIONS HAVING JURISDICTION, IF ANY DISCREPANCIES EXIST BETWEEN THE PLANS/ SPECIFICATIONS PREPARED BY THE DESIGNER AND THE VILLAGE CODE AND/OR THE VILLAGE STANDARD DETAILS, THE LATER SHALL GOVERN OR THE MOST STRINGENT.

ALL VEGETATION, MUCH, AND ANY DELETERIOUS MATERIAL WITHIN THE ROW LIMITS OF ALL STREETS AND ALLEYS AND REQUIRED OFF-STREET PARKING AREAS MUST BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL, FREE OF STUMPS, LARGE ROOTS OR OTHER MATERIAL NOT SUITABLE FOR INCLUSION IN ROADWAY FILL.

OWNERSHIP AND MAINTENANCE OF THE SANITARY SYSTEM BY THE VILLAGE IS LIMITED TO THE MAINS FROM MANHOLE TO MANHOLE AND EXPRESSLY EXCLUDES SEWER LATERAL SERVICES. THE SEWER LATERAL SERVICE FROM GRAVITY MAIN INTO THE BUILDING IS TO BE MAINTAINED BY THE PROPERTY OWNER.

NO	DATE	BY	REVISIONS

HSQ GROUP, INC.
Engineers · Planners · Surveyors
1001 Yamayo Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

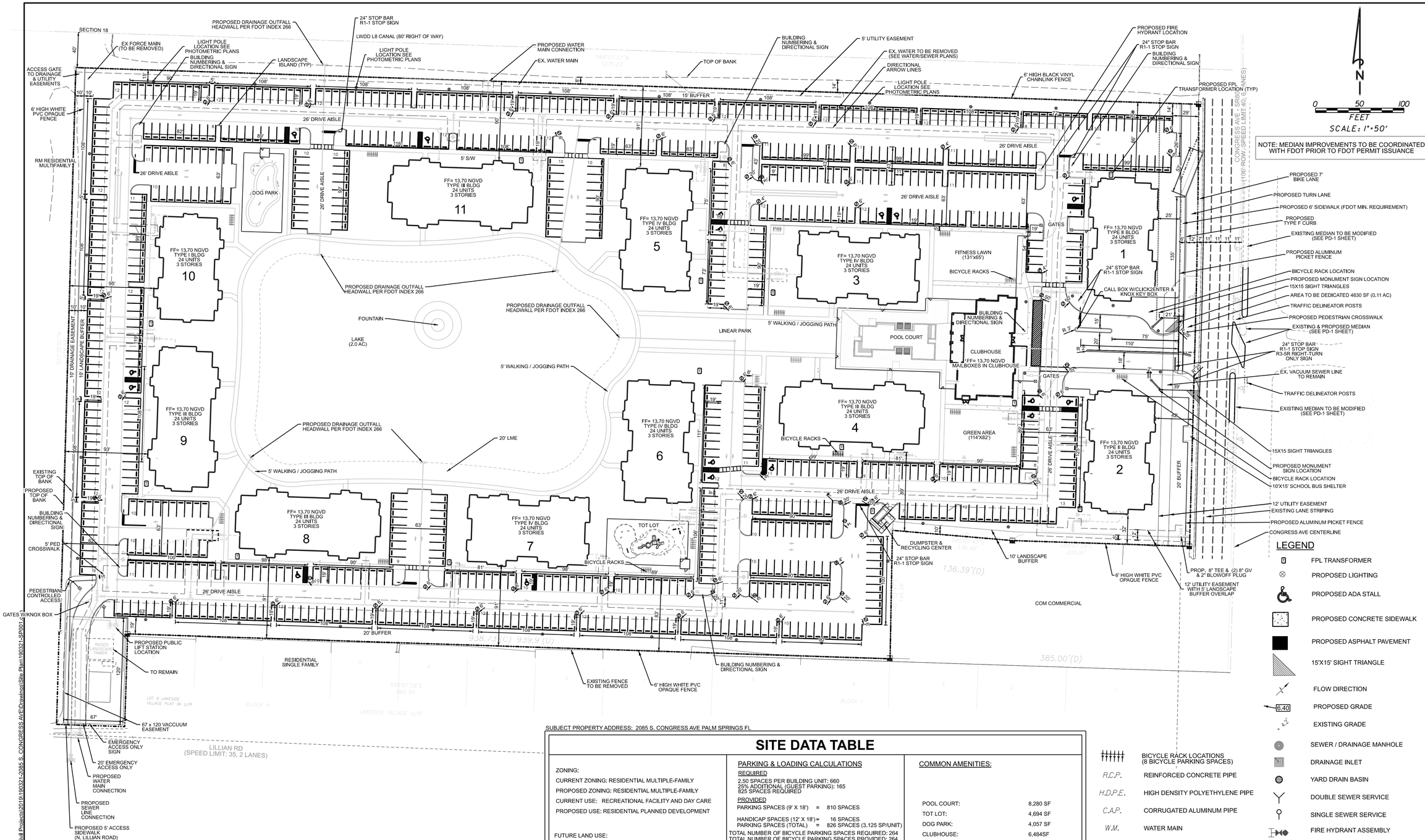
PALM SPRINGS RESIDENCES

COVER SHEET

DATE:	02/24
DESIGNED BY:	ZT
DRAWN BY:	ZT
CHECKED BY:	JH

DATE: 4/29/2021
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. - 84179

PROJECT:	1903-21
SHEET:	CS-1



LEGEND

- FPL TRANSFORMER
- PROPOSED LIGHTING
- PROPOSED ADA STALL
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- 15'X15' SIGHT TRIANGLE
- FLOW DIRECTION
- PROPOSED GRADE (6.40)
- EXISTING GRADE
- SEWER / DRAINAGE MANHOLE
- DRAINAGE INLET
- YARD DRAIN BASIN
- DOUBLE SEWER SERVICE
- SINGLE SEWER SERVICE
- FIRE HYDRANT ASSEMBLY
- TAPPING SLEEVE & VALVE
- DOUBLE WATER METER
- SINGLE WATER METER
- GATE VALVE
- EXISTING VALVE
- EXISTING FIRE HYDRANT ASSEMBLY
- BACTERIOLOGICAL SAMPLING POINT
- BICYCLE RACK LOCATIONS (8 BICYCLE PARKING SPACES)
- R.C.P. REINFORCED CONCRETE PIPE
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
- C.A.P. CORRUGATED ALUMINUM PIPE
- W.M. WATER MAIN
- G.V. GATE VALVE
- F.H. FIRE HYDRANT
- R.E. RIM ELEVATION
- I.E. INVERT ELEVATION
- E.O.P. EDGE OF PAVEMENT
- P.R.B. POLLUTION RETARDANT BAFFLE
- D.W.E. DESIGN WATER ELEVATION
- Φ 20' 20 FT DIA.
- R-25' 25 FT RADIUS

SUBJECT PROPERTY ADDRESS: 2085 S. CONGRESS AVE PALM SPRINGS FL

SITE DATA TABLE

ZONING:
CURRENT ZONING: RESIDENTIAL MULTIPLE-FAMILY
PROPOSED ZONING: RESIDENTIAL MULTIPLE-FAMILY
CURRENT USE: RECREATIONAL FACILITY AND DAY CARE
PROPOSED USE: RESIDENTIAL PLANNED DEVELOPMENT

FUTURE LAND USE:
EXISTING FUTURE LAND USE: OTHER PUBLIC FACILITIES LOW DENSITY RESIDENTIAL
PROPOSED FUTURE LAND USE: HIGH DENSITY RESIDENTIAL
NUMBER OF UNITS: 264
DENSITY: 15 DU/ACRE

SITE AREA INFORMATION

GROSS ACREAGE:	801,070 SF.	18.39 AC
NET ACREAGE:	774,065 SF.	17.77 AC.
AREA DEDICATION	4,630 SF.	(-) 0.11 AC.
TOTAL AREA	769,354 SF.	17.66 AC.
LAKE AREA:	87,164 SF.	2.00 AC.
BUILDINGS	150,442 SF.	2.64 AC
IMPERVIOUS AREAS	306,230 SF.	7.15 AC.
PERVIOUS AREAS (GREEN AREAS)	225,650SF.	5.98 AC.

PARKING & LOADING CALCULATIONS

REQUIRED
2.50 SPACES PER BUILDING UNIT: 660
25% ADDITIONAL (GUEST PARKING): 165
825 SPACES REQUIRED

PROVIDED
PARKING SPACES (9' X 18') = 810 SPACES

HANDICAP SPACES (12' X 18') = 16 SPACES
PARKING SPACES (TOTAL) = 826 SPACES (3.125 SP/UNIT)

TOTAL NUMBER OF BICYCLE PARKING SPACES REQUIRED: 264
TOTAL NUMBER OF BICYCLE PARKING SPACES PROVIDED: 264 (SEE NOTE 2)

SETBACK INFORMATION

	(MIN. PERMITTED)	PROVIDED
NORTH SIDE:	20'	84'
EAST SIDE :	25'	25'
WEST SIDE	20'	95'
SOUTH SIDE	20'	91'

CODE REQUIREMENTS

	REQUIRED	PROVIDED
BUILDING COVERAGE (MAX):	40%	15%
OPEN SPACE (MIN.):	35%	38%
*COMMON AMENITY AREA (MIN.):	20%	28.3%
BUILDING HEIGHT (MAX.):	35'	34.5'

*NOTE: 20 PERCENT (OPEN SPACE) SHALL BE COMMON AMENITY AREA (SEC.34-1064).
OPEN SPACE INCLUDES PERVIOUS AREAS AND LAKE AREA

COMMON AMENITIES:

POOL COURT:	8,280 SF
TOT LOT:	4,694 SF
DOG PARK:	4,057 SF
CLUBHOUSE:	6,484SF
COMMUNITY WALK/JOG PATH	13,147 SF
FITNESS LAWN	8,805 SF
BUS STATION	150 SF
COMMON GREEN AREA	30,954 SF
TOTAL COMMON AMENITIES	76,571 SF

WAIVER:

REMOVAL OF REQUIRED SIDEWALK - NORTH SIDE OF MAIN ENTRANCE (SEC 34-477).

VARIANCE:

ADDITIONAL SIGN MONUMENT (SEC 34-329)

NOTES

1. PER COORDINATION WITH FIRE DEPARTMENT (NOTE 1):
   ACCESS GATES CAN BE PROGRAMMED TO SWING IN THE SAME DIRECTION WHEN UNLOCKED BY FIRE DEPARTMENT.
   KNOX BOX KEY IS PROVIDED FOR FIRE DEPT. ACCESS - ALL GATES TO OPEN SIMULTANEOUSLY
   CLUBHOUSE IS PROVIDED WITH AUTOMATIC FIRE SPRINKLER SYSTEM.
   THE MECHANICAL EQUIPMENT IS SCREENED WITH LANDSCAPE MATERIAL.

NOTE 2:
264 BICYCLE PARKING SPACES (24 SPACES PER BLDG X 11 BLDG)
EACH BLDG PROVIDES 24 BICYCLE PARKING SPACES (8 EXTERIOR & 16 INTERIOR)

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

NO	DATE	BY	REVISIONS

HSQ GROUP, INC.
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

PALM SPRINGS RESIDENCES

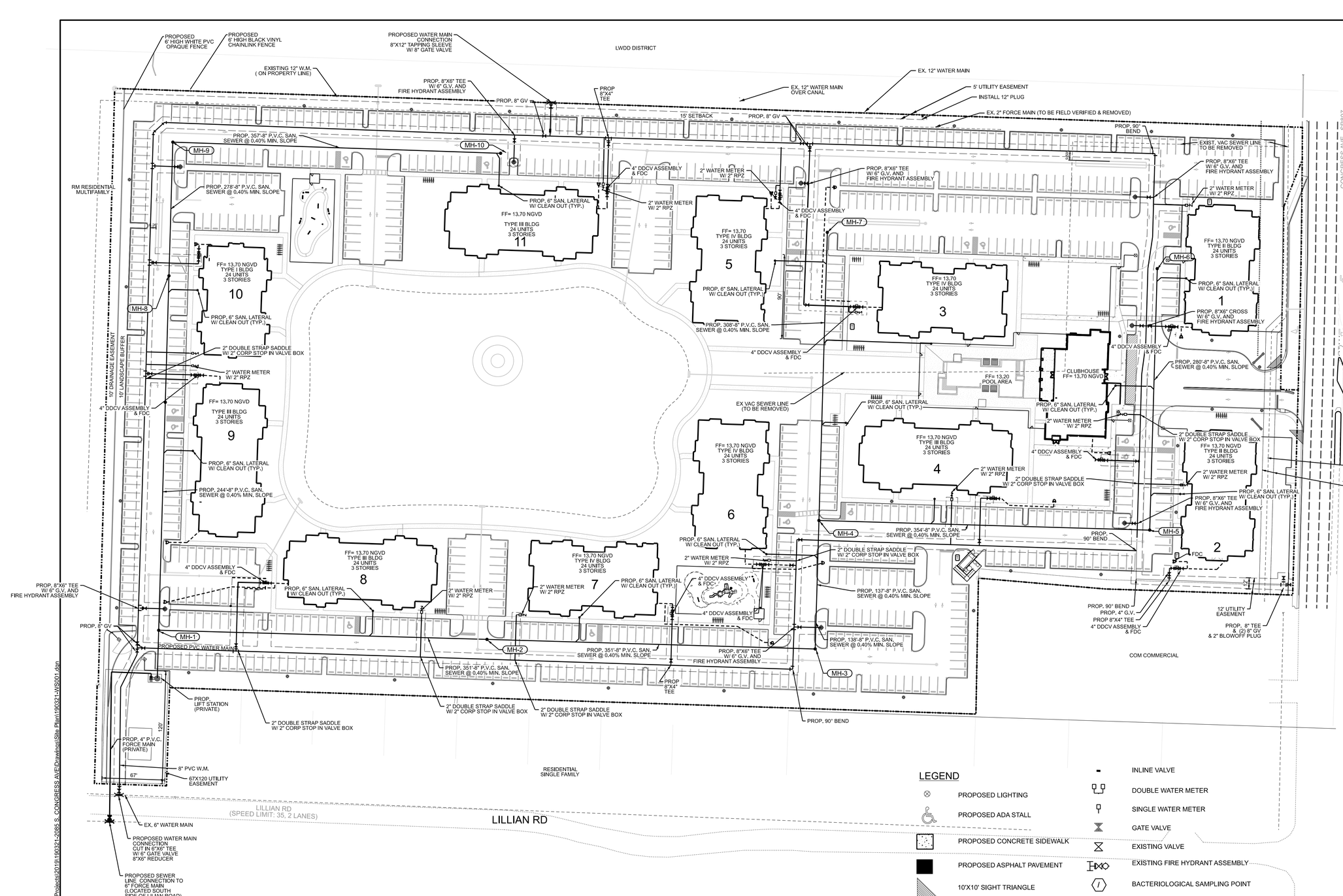
SITE PLAN

DATE:	04/
DESIGNED BY:	ZT
DRAWN BY:	ZT
CHECKED BY:	JH

DATE: 04/27/21
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. - 84179

PROJECT:	1903-21
SHEET:	SP-1

C:\Users\Zach\OneDrive - HSQ Group, Inc\HSQ Data\Civil Projects\2019\190321-2085 S. CONGRESS AVE\Drawings\Site Plan\190321-SP001.dwg



LEGEND

PROPOSED LIGHTING	INLINE VALVE
PROPOSED ADA STALL	DOUBLE WATER METER
PROPOSED CONCRETE SIDEWALK	SINGLE WATER METER
PROPOSED ASPHALT PAVEMENT	GATE VALVE
10'X10' SIGHT TRIANGLE	EXISTING VALVE
FLOW DIRECTION	EXISTING FIRE HYDRANT ASSEMBLY
6.40 PROPOSED GRADE	BACTERIOLOGICAL SAMPLING POINT
EXISTING GRADE	R.C.P. REINFORCED CONCRETE PIPE
SEWER / DRAINAGE MANHOLE	H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
DRAINAGE INLET	C.A.P. CORRUGATED ALUMINUM PIPE
YARD DRAIN BASIN	W.M. WATER MAIN
DOUBLE SEWER SERVICE	G.V. GATE VALVE
SINGLE SEWER SERVICE	F.H. FIRE HYDRANT
FIRE HYDRANT ASSEMBLY	R.E. RIM ELEVATION
TAPPING SLEEVE & VALVE	I.E. INVERT ELEVATION
	E.O.P. EDGE OF PAVEMENT
	P.R.B. POLLUTION RETARDANT BAFFLE
	D.W.E. DESIGN WATER ELEVATION

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

NO	DATE	BY	REVISIONS
3			
2			
1			

HSQ GROUP, INC.
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

PALM SPRINGS RESIDENCES

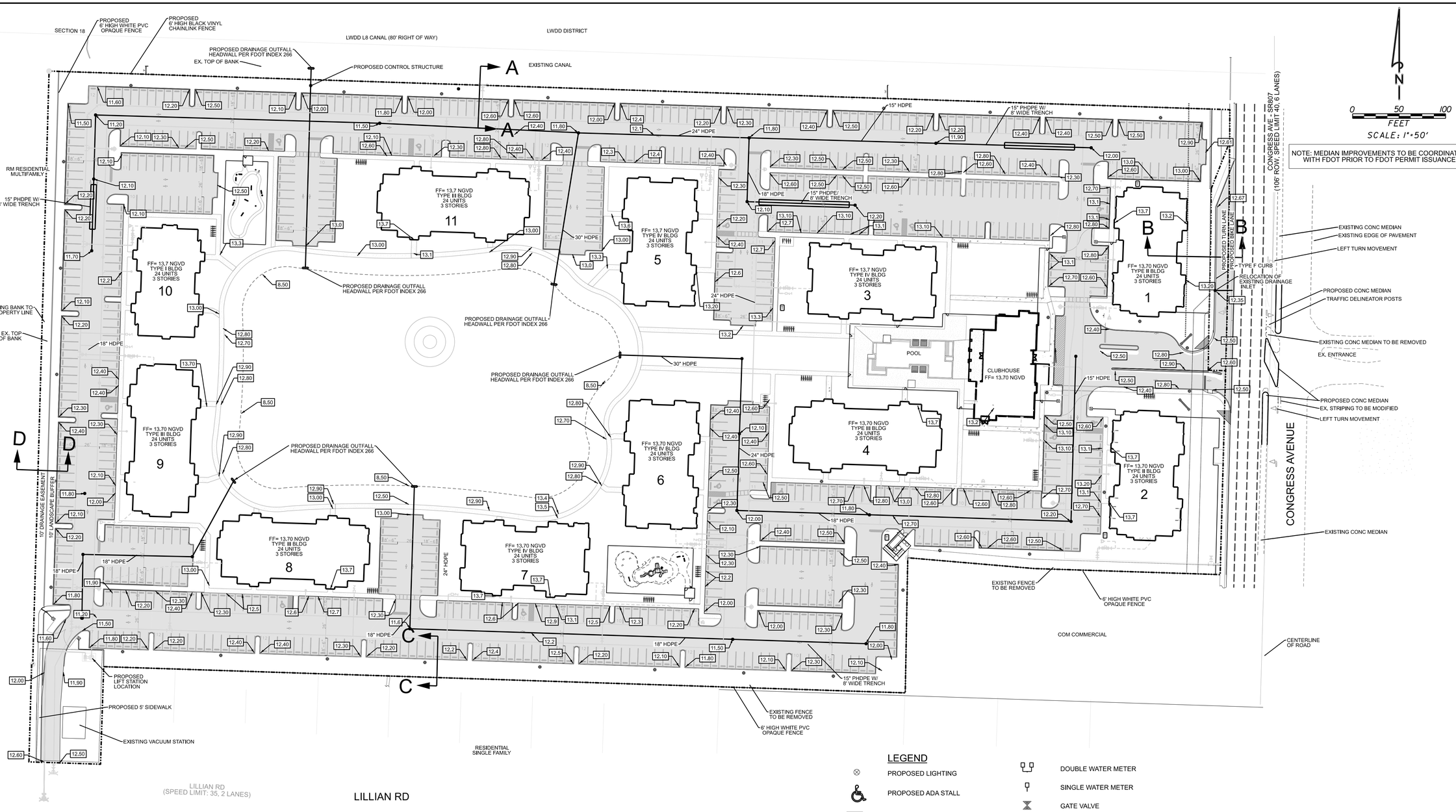
WATER / SEWER PLAN

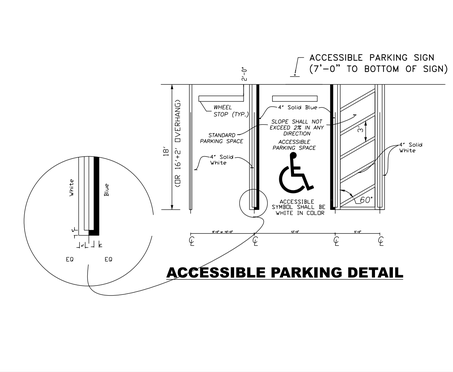
DATE:	02/24
DESIGNED BY:	ZT
DRAWN BY:	ZT
CHECKED BY:	JH

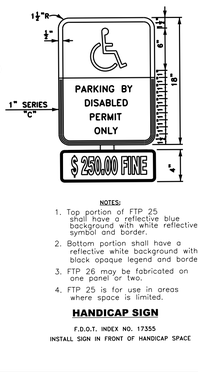
DATE: 02/24/21
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

PROJECT:	1903-21
SHEET:	WS-1

C:\Users\Zach\OneDrive - HSQ Group, Inc\HSQ Data\Civil Projects\2019\190321-2085 S. CONGRESS AVE\Drawings\Site Plan\190321-WS001.dgn







LEGEND

⊗	PROPOSED LIGHTING		DOUBLE WATER METER
	PROPOSED ADA STALL		SINGLE WATER METER
			GATE VALVE
	PROPOSED CONCRETE SIDEWALK		EXISTING VALVE
	PROPOSED ASPHALT PAVEMENT		EXISTING FIRE HYDRANT ASSEMBLY
	10'X10' SIGHT TRIANGLE		BACTERIOLOGICAL SAMPLING POINT
		R.C.P.	REINFORCED CONCRETE PIPE
	FLOW DIRECTION	H.D.P.E.	HIGH DENSITY POLYETHYLENE PIPE
6.40	PROPOSED GRADE	C.A.P.	CORRUGATED ALUMINUM PIPE
	EXISTING GRADE	W.M.	WATER MAIN
	SEWER / DRAINAGE MANHOLE	G.V.	GATE VALVE
	DRAINAGE INLET	F.H.	FIRE HYDRANT
	YARD DRAIN BASIN	R.E.	RIM ELEVATION
	DOUBLE SEWER SERVICE	I.E.	INVERT ELEVATION
	SINGLE SEWER SERVICE	E.O.P.	EDGE OF PAVEMENT
	FIRE HYDRANT ASSEMBLY	P.R.B.	POLLUTION RETARDANT BAFFLE
	TAPPING SLEEVE & VALVE	D.W.E.	DESIGN WATER ELEVATION

ALL FINISHED FLOOR ELEVATIONS 13.7NGVD/12.2 NAVD

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

NO	DATE	BY	REVISIONS
3			
2			
1			

HSQ GROUP, INC.
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

PALM SPRINGS RESIDENCES

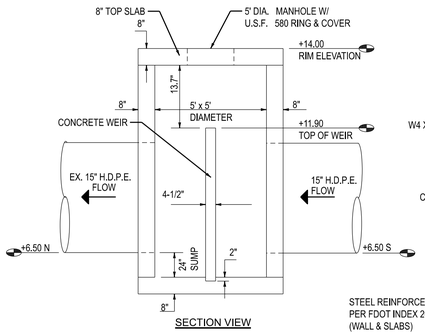
CONCEPTUAL PGD PLAN

DATE:	02/24
DESIGNED BY:	ZT
DRAWN BY:	ZT
CHECKED BY:	JH

DATE: 02/24/21
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

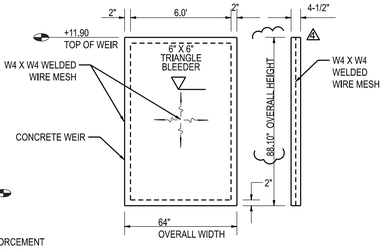
PROJECT:	1903-21
SHEET:	PD-1

C:\Users\ZachOneDrive - HSQ Group, Inc\HSQ Data\Civil Projects\2019\190321-2085 S. CONGRESS AVE\Drawings\Site Plan\190321-PDP001.dgn



SECTION VIEW

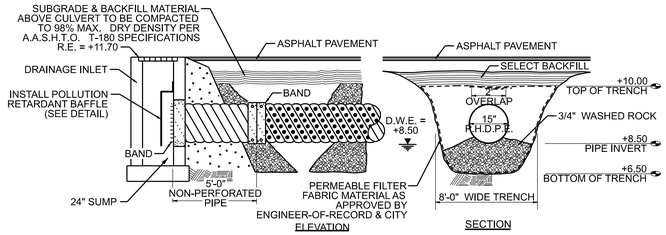
STEEL REINFORCEMENT
PER FDOT INDEX 200
(WALL & SLABS)



CONCRETE WEIR DETAIL

CONTROL STRUCTURE DETAIL

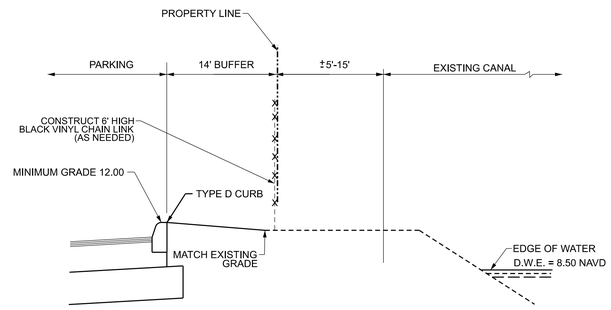
N.T.S.



ELEVATION SECTION

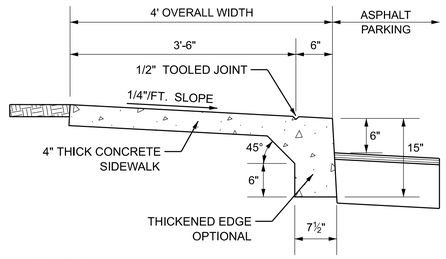
EXFILTRATION TRENCH DETAIL

N.T.S.



NORTH PROPERTY LINE SECTION A-A

N.T.S.

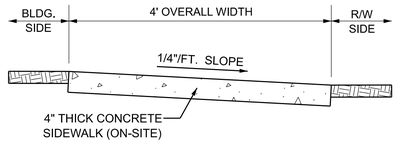


NOTES

1. PROVIDE 1/8" CONSTRUCTION JOINTS AT 5' O/C, MINIMUM DEPTH 1/2".
2. PROVIDE 1/2" EXPANSION JOINTS WITH NON-RISING FILLER AT 20' O/C, TO RUN FULL DEPTH OF SLAB.
3. CONCRETE TO BE 3,000 P.S.I. IN 28 DAYS.
4. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE, OR OTHER APPROVED METHOD.

CONCRETE SIDEWALK DETAILS

N.T.S.

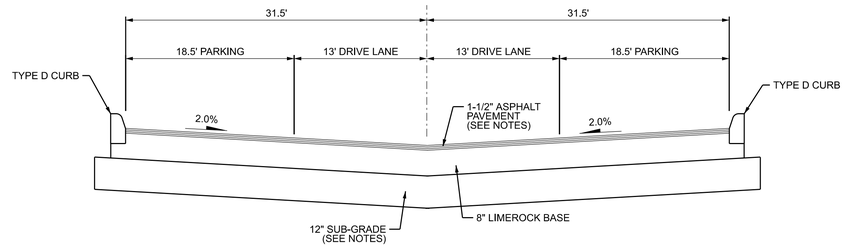


NOTES

1. PROVIDE 1/8" CONSTRUCTION JOINTS AT 5' O/C, MINIMUM DEPTH 1/2".
2. PROVIDE 1/2" EXPANSION JOINTS WITH NON-RISING FILLER AT 20' O/C, TO RUN FULL DEPTH OF SLAB.
3. CONCRETE TO BE 3,000 P.S.I. IN 28 DAYS.
4. CURE ALL CONCRETE WITH CLEAN SAND, PLASTIC MEMBRANE, OR OTHER APPROVED METHOD.

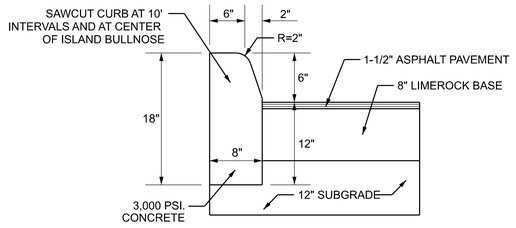
CONCRETE SIDEWALK DETAILS

N.T.S.



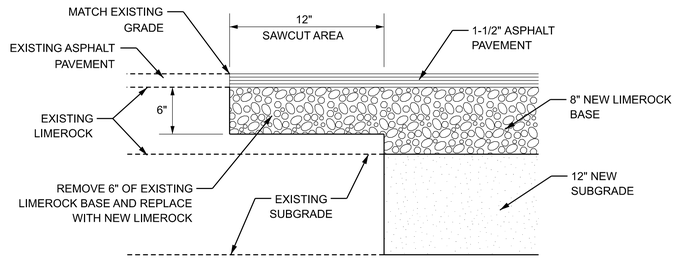
TYPICAL PARKING LOT SECTION

N.T.S.



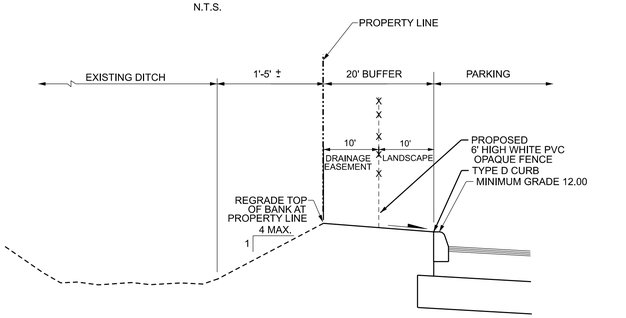
TYPE "D" CONCRETE CURB DETAIL

N.T.S.



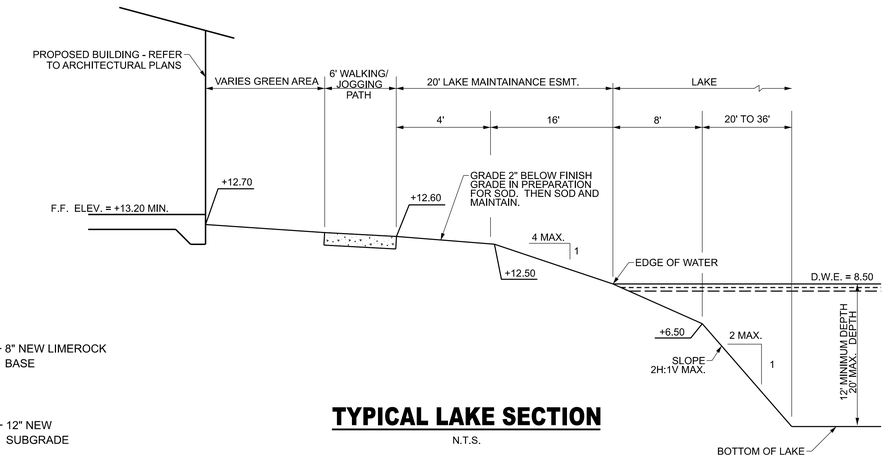
ASPHALT CONNECTION DETAIL

N.T.S.



WEST PROPERTY LINE SECTION D-D

N.T.S.



TYPICAL LAKE SECTION

N.T.S.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

NO	DESCRIPTION	DATE	BY
1			
2			
3			

REVISIONS

HSQ GROUP, INC.
Engineers - Planners - Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 - 561.392.0221
C26258 - LB7924

PALM SPRINGS RESIDENCES

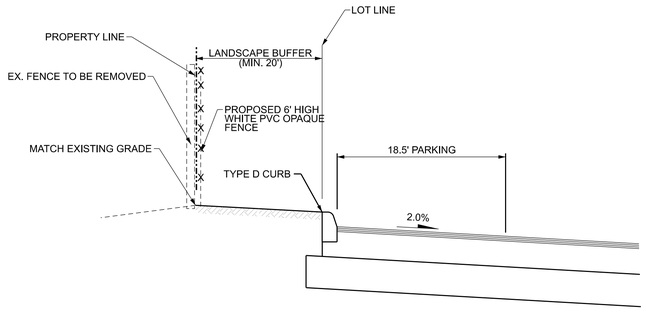
PAVING & DRAINAGE DETAILS

4/29/2021

DATE:	02/24/21
DESIGNED BY:	ZT
DRAWN BY:	ZT
CHECKED BY:	JH

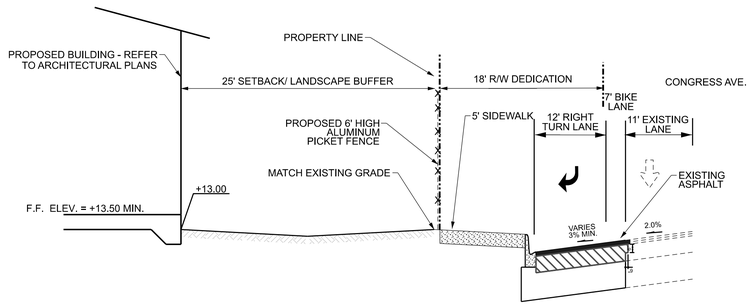
DATE: 02/24/21
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

PROJECT:	1903-21
SHEET:	PD-2



SOUTH PROPERTY LINE SECTION C-C

N.T.S.



EAST PROPERTY LINE SECTION B-B

N.T.S.

FDOT GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN (F.D.O.T.) RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITION F.D.O.T. DESIGN STANDARDS AND LATEST EDITION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2. ALL MAINTENANCE OF TRAFFIC M.O.T. FOR THIS PROJECT WILL BE IN COMPLIANCE WITH THE DEPARTMENTS CURRENT EDITION OF THE DESIGN STANDARDS, (600 SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE OPERATIONS ENGINEER OR HIS DESIGNEE RESERVES THE RIGHT TO DIRECT THE REMOVAL/RELOCATION/MODIFICATION OF ANY TRAFFIC DEVICES(S) AT THE PERMITTEE'S SOLE EXPENSE. SPECIAL ATTENTION WILL BE GIVEN TO FDOT DESIGN STANDARD INDEX 611, 612, 613, AND 660.

3. ALL THERMOPLASTIC TRAFFIC STRIPES, MARKINGS AND SIGNAGE WILL BE INSTALLED PER THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.

4. FOR ANY UNDERGROUND WORK, THE CONTRACTOR MUST CONTACT SIGNAL TRAFFIC CONTROL MAINTAINING AGENCY PRIOR TO CONSTRUCTION.

5. IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM THE F.D.O.T. PRIOR TO USAGE.

6. PERMITTEE WILL PROVIDE THE NECESSARY DENSITIES IN ACCORDANCE WITH SECTION 125-8 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION (LATEST EDITION) PRIOR TO FINAL ACCEPTANCE BY THE F.D.O.T.

7. PERMITTEE WILL RESTORE THE RIGHT OF WAY AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE W/F.D.O.T.'S LATEST STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.

8. DURING THE REMOVAL/INSTALLATION OF ANY CURB AND GUTTER SECTION, THE PERMITTEE WILL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE ABUTTING ASPHALT. THE DAMAGED ASPHALT REPAIR WILL BE IN ACCORDANCE WITH THE CURRENT SPECIFICATIONS AND/OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.

9. PERMITTEE SHALL PROVIDE THE PRODUCER'S CERTIFICATION (DELIVERY TICKET) FOR THE NS CONCRETE-2500 PSI (USED FOR SIDEWALK, CURB & GUTTER, DITCH PAVEMENT AND TRAFFIC SEPARATOR) PRIOR TO FINAL ACCEPTANCE BY THE DEPARTMENT. THE DELIVERY TICKET SHALL CERTIFY THE CONCRETE WAS BATCHED, DELIVERED AND PLACED IN ACCORDANCE WITH SECTION 347 OF THE F.D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION).

10. REMOVAL/INSTALLATION OF SIDEWALK WILL BE IN ACCORDANCE WITH FDOT STANDARD INDEX 310.

11. SODDED AREAS WILL BE IN ACCORDANCE WITH STANDARD INDEX 105 AND SECTIONS 162, 981, 982, 983, 987 OF THE F.D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.

12. OWNIERSHIP OF ALL SUITABLE EXCAVATED MATERIALS WITHIN THE FDOT R/W, AS DETERMINED BY THE F.D.O.T., SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE CONTRACTOR, AT THEIR COST & EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER, 7900 W FOREST HILL BLVD OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DOT, INCLUDING ASPHALT MILLINGS.

13. RESTRICTED HOURS OF OPERATION WILL BE FROM 9:00AM TO 3:30 PM, (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNEE.

14. PERMITTEE WILL COORDINATE ALL WORK WITH THE PALM BEACH OPERATIONS PERMITS DEPARTMENT USING FAX # **(561) 370-1236**. COORDINATION WILL INCLUDE A PRE-CONSTRUCTION MEETING.

PERMITTEE PLEASE NOTE:

- PERMITTEE'S CONTRACTORS THAT ARE PERFORMING PERMITTED WORK ACTIVITIES SHALL PROVIDE THE F.D.O.T. (PERMIT OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE AND CERTIFICATE OF LIABILITY INSURANCE PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.

- ALL PUBLIC SIDEWALK CURB RAMPS WILL MEET THE ROADWAY & TRAFFIC DESIGN STANDARDS (CURRENT EDITION) INDEX NUMBER 304 CURB/RAMP INSPECTIONS (S) REQUIRED PRIOR TO INSTALLATION OF CONCRETE.

- PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.

- PERMITTEE WILL PROVIDE THE F.D.O.T. WITH CERTIFIED "AS-BUILT"PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK.

PAVEMENT NOTES

1. THE PAVEMENT SURFACE SHALL BE TYPE S-3 ASPHALTIC CONCRETE. THE SURFACE SHALL BE 1 1/2 INCHES THICK, APPLIED IN TWO (2) SEPARATE LIFTS OF 3/4 INCHES EACH, A TACK COAT SHALL BE APPLIED BETWEEN BOTH PAVEMENT COURSES.

2. THE LIMEROCK BASE SHALL BE 8 INCHES THICK. THE LIMEROCK MATERIAL SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (L.B.R.) VALUE OF 100. THE LIMEROCK MATERIAL SHALL BE COMPACTED TO A DENSITY EQUAL TO OR GREATER THAN 98% OF THE MAXIMUM DRY DENSITY PER A.A.S.H.T.O. T-180 SPECIFICATIONS.

3. THE SUBGRADE SHALL BE 12 INCHES THICK. THE SUBGRADE MATERIAL SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (L.B.R.) VALUE OF 40. THE SUBGRADE MATERIAL SHALL BE COMPACTED TO A DENSITY EQUAL TO OR GREATER THAN 98% OF THE MAXIMUM DRY DENSITY PER A.A.S.H.T.O. T-180 SPECIFICATIONS.

4. THE LIMEROCK AND SUBGRADE COURSES SHALL NOT BE CONSTRUCTED UNTIL ALL UTILITY INSTALLATIONS UNDER PAVEMENT AREAS ARE COMPLETED, TESTED AND ACCEPTED. ANY PAVEMENT CONSTRUCTION PRIOR TO THIS REQUIREMENT SHALL BE CONDUCTED AT THE CONTRACTOR'S OWN RISK AND ANY REQUIRED REPAIRS WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY.

5. THE PRIME AND TACK COATS SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (SECTIONS 300-1 THRU 300-7) SPECIFICATIONS. THE PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD OF PAVEMENT.

6. PERIODIC DENSITY TESTING SHALL BE CONDUCTED AFTER BOTH SUBGRADE AND LIMEROCK BASE COURSES HAVE BEEN COMPLETED. THE TOTAL NUMBER AND EXACT LOCATIONS OF THE TESTS SHALL BE DETERMINED BY EITHER THE ENGINEER-OF-RECORD OR GOVERNMENT INSPECTOR. THE MINIMUM AMOUNT OF TESTING SHALL BE BASED ON ONE (1) DENSITY TEST PER 5,000 SQAURE FEET OF PAVEMENT.

7. THE FIRST LIFT OF THE ASPHALTIC CONCRETE PAVEMENT SHALL BE APPLIED ½INCH BELOW THE LIP OF CURB AND/OR SIDEWALK (IF APPLICABLE). THE SECOND (FINAL) LIFT SHALL EXTEND 1/4 INCH ABOVE THE LIP OF CURB AND/OR SIDEWALK. THE FINAL LIFT OF ASPHALT SHALL NOT BE APPLIED UNTIL EITHER THE CLIENT, ENGINEER-OF-RECORD AND/OR GOVERNMENT AGENCY DETERMINES THAT SUBSTANTIAL PROJECT CONSTRUCTION HAS BEEN COMPLETED.

8. ALL EXISTING ORGANIC AND DELETERIOUS MATERIALS WITHIN THE RIGHT-OF-WAY AND PAVEMENT AREAS ARE TO BE REMOVED TO THEIR FULL DEPTH AND REPLACED WITH APPROVED SUITABLE MATERIAL. UNLESS AN ALTERNATIVE METHOD IS RECOMMENDED BY A CERTIFIED GEOTECHNICAL ENGINEER. THE DETERMINATION OF ORGANIC AND UNSUITABLE MATERIALS SHALL BE BASED ON F.D.O.T. STANDARDS.

9. ALL EXISTING PAVEMENT CONNECTIONS AND REPAIRS SHALL HAVE A STRAIGHT SAW-CUT EDGE PRIOR TO APPLYING NEW ASPHALT.

10. ONCE FINAL LIFT OF ASPHALT HAS BEEN APPLIED, ALL PERMANENT CONTROL POINTS, REFERNCE MARKERS, VALVES, INLET AND MANHOLE RIMS SHALL BE ADJUSTED TO FINAL GRADE.

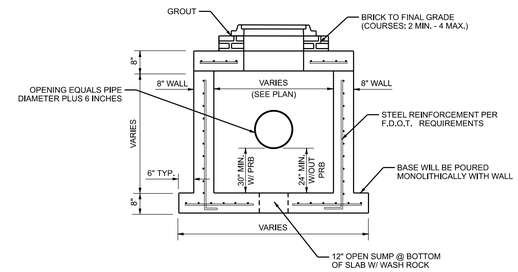
11. PAVING SHALL NOT COMMENCE UNTIL ROCK AS-BUILTS HAVE BEEN APPROVED BY THE ENGINEER OF RECORD AND THE CITY INSPECTOR.

DRAINAGE NOTES

1. HDPE DRAINAGE PIPE (ADS N-12 ST IB), 12"-60", MUST MEET AASHTO M294, TYPE S OR ASTM F2306.

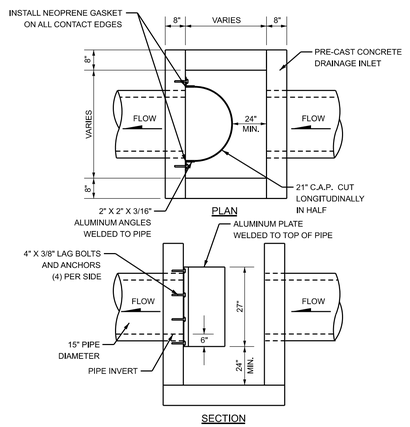
2. DRAINAGE CONCRETE STRUCTURES SHOULD BE AMDE WITH REBAR-GRADE 60, WELDED WIRE MESH GRADE 65 KSI, MONOLITHIC BASE POUR. 4,000 PSI @ 28 DAYS, 8" THICK WALLS.

3. MANHOLE PAINT; KOPPER 300, FIRST COAT RED, 24 HRS LATER FINAL COAT BLACK.



MANHOLE / CATCH BASIN DETAIL

N.T.S.



POLLUTION RETARDANT BAFFLE DETAIL

N.T.S.

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

NO	DATE	BY	REVISIONS
3			
2			
1			

HSQ GROUP, INC.
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

PALM SPRINGS RESIDENCES

PAVING & DRAINAGE DETAILS

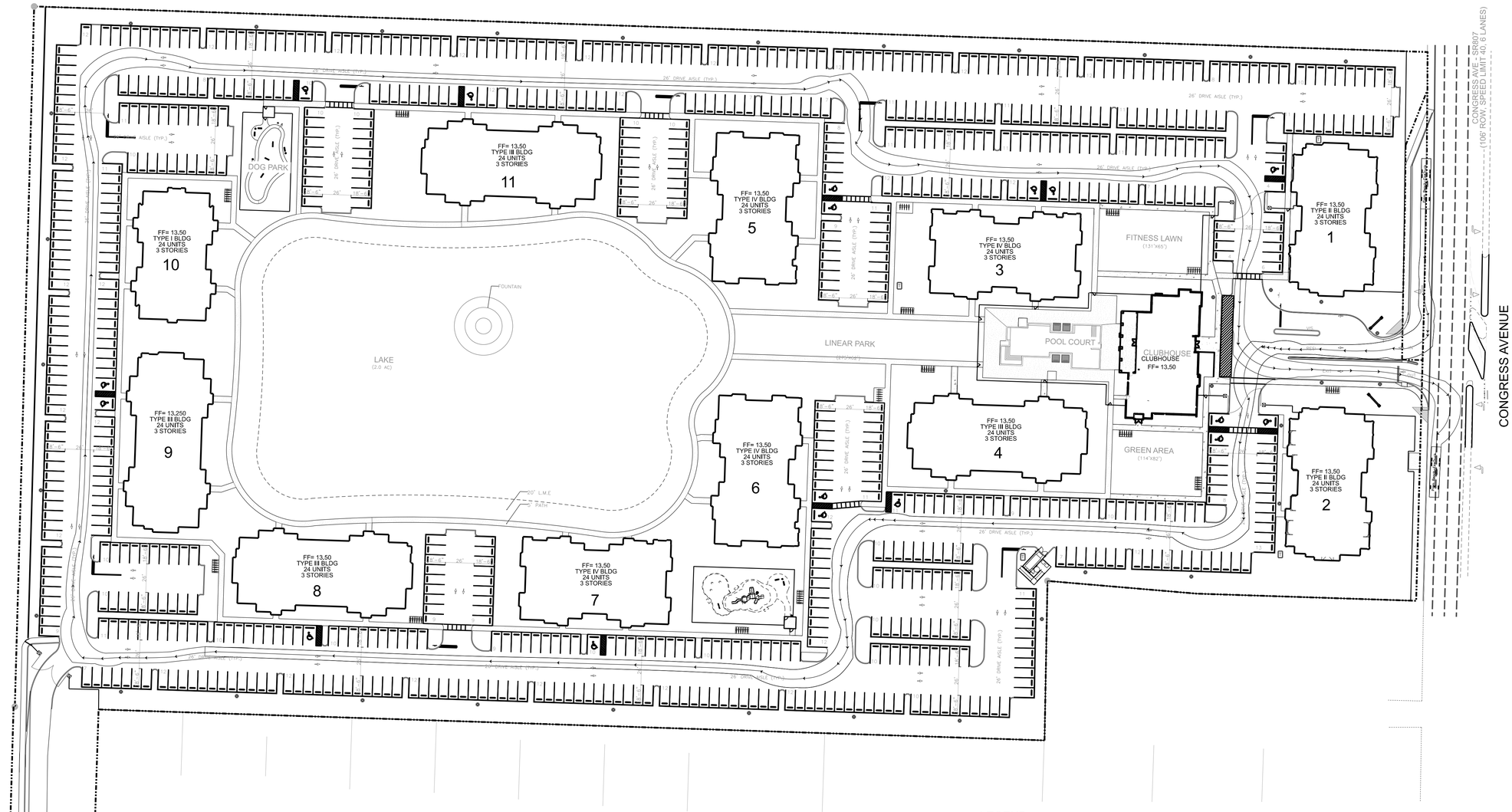
4/29/2021

DATE:	02/24/21
DESIGNED BY:	ZT
DRAWN BY:	ZT
CHECKED BY:	JH

DATE: 02/24/21
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

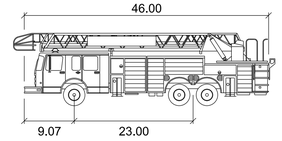
PROJECT:	1903-21
SHEET:	PD-3

4/29/2021



LEGEND

PROPOSED LIGHTING	DOUBLE WATER METER
PROPOSED ADA STALL	SINGLE WATER METER
PROPOSED CONCRETE SIDEWALK	GATE VALVE
PROPOSED ASPHALT PAVEMENT	EXISTING VALVE
10'X10' SIGHT TRIANGLE	EXISTING FIRE HYDRANT ASSEMBLY
FLOW DIRECTION	BACTERIOLOGICAL SAMPLING POINT
PROPOSED GRADE (6.40)	R.C.P. REINFORCED CONCRETE PIPE
EXISTING GRADE	H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
SEWER / DRAINAGE MANHOLE	C.A.P. CORRUGATED ALUMINUM PIPE
DRAINAGE INLET	W.M. WATER MAIN
YARD DRAIN BASIN	G.V. GATE VALVE
DOUBLE SEWER SERVICE	F.H. FIRE HYDRANT
SINGLE SEWER SERVICE	R.E. RIM ELEVATION
FIRE HYDRANT ASSEMBLY	I.E. INVERT ELEVATION
TAPPING SLEEVE & VALVE	E.O.P. EDGE OF PAVEMENT
	P.R.B. POLLUTION RETARDANT BAFFLE
	D.W.E. DESIGN WATER ELEVATION



Palm Beach FireTruck

	feet
Width	: 8.50
Track	: 8.04
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

NO	DATE	BY	REVISIONS

HSQ GROUP, INC.
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

PALM SPRINGS RESIDENCES

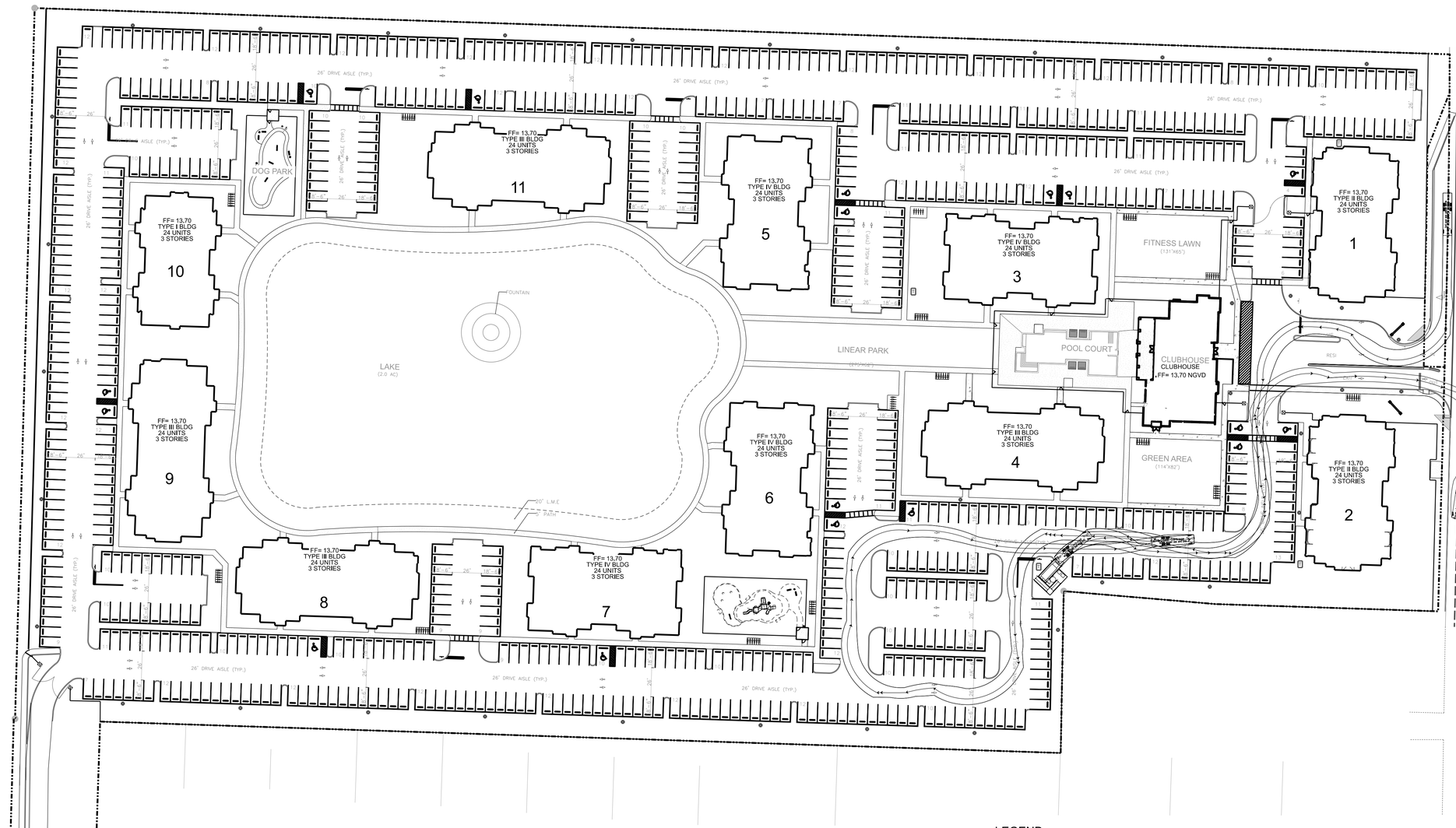
FIRE TRUCK PATH PLAN

DATE:	01/20
DESIGNED BY:	ZT
DRAWN BY:	ZT
CHECKED BY:	ZT

DATE: 02/24/21
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

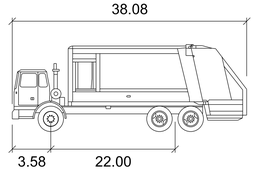
PROJECT:	1903-21
SHEET:	FT-1

C:\Users\ZachiOneDrive - HSQ Group, Inc\HSQ Data\Civil Projects\2019\190321-2085 S. CONGRESS AVE\Drawings\Site Plan\190321-FT001.dgn



LEGEND

PROPOSED LIGHTING	DOUBLE WATER METER
PROPOSED ADA STALL	SINGLE WATER METER
PROPOSED CONCRETE SIDEWALK	GATE VALVE
PROPOSED ASPHALT PAVEMENT	EXISTING VALVE
10'X10' SIGHT TRIANGLE	EXISTING FIRE HYDRANT ASSEMBLY
FLOW DIRECTION	BACTERIOLOGICAL SAMPLING POINT
6.40 PROPOSED GRADE	R.C.P. REINFORCED CONCRETE PIPE
EXISTING GRADE	H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
SEWER / DRAINAGE MANHOLE	C.A.P. CORRUGATED ALUMINUM PIPE
DRAINAGE INLET	W.M. WATER MAIN
YARD DRAIN BASIN	G.V. GATE VALVE
DOUBLE SEWER SERVICE	F.H. FIRE HYDRANT
SINGLE SEWER SERVICE	R.E. RIM ELEVATION
FIRE HYDRANT ASSEMBLY	I.E. INVERT ELEVATION
TAPPING SLEEVE & VALVE	E.O.P. EDGE OF PAVEMENT
	P.R.B. POLLUTION RETARDANT BAFFLE
	D.W.E. DESIGN WATER ELEVATION



Rear-Load Garbage Truck

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 27.4

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

NO	DATE	BY	REVISIONS

HSQ GROUP, INC.
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

PALM SPRINGS RESIDENCES

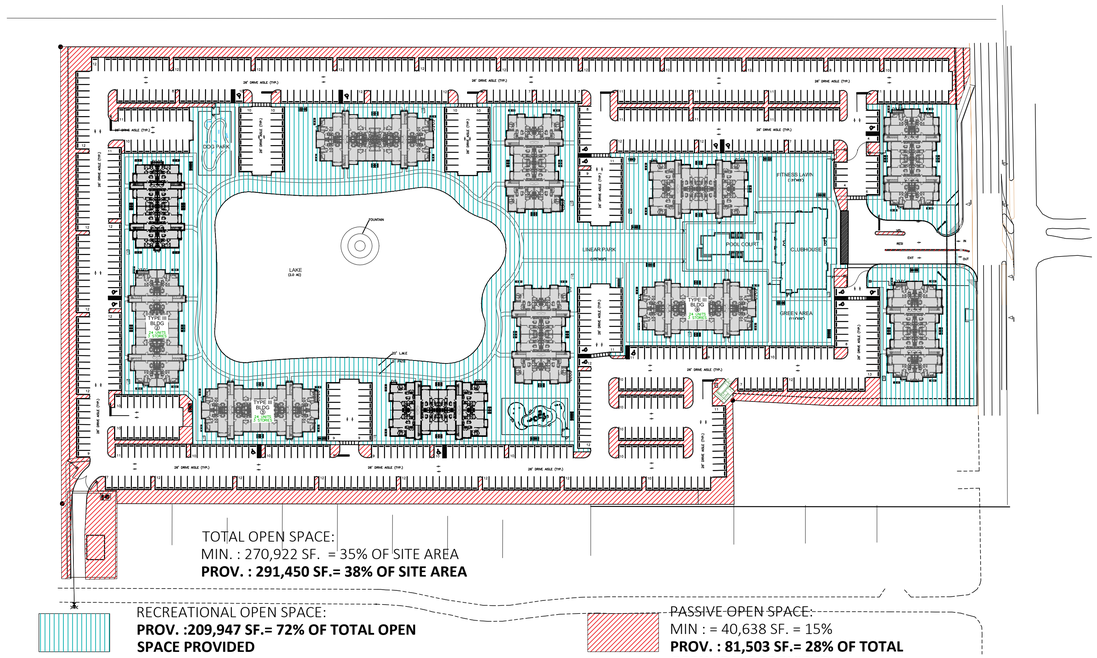
GARBAGE TRUCK PATH PLAN

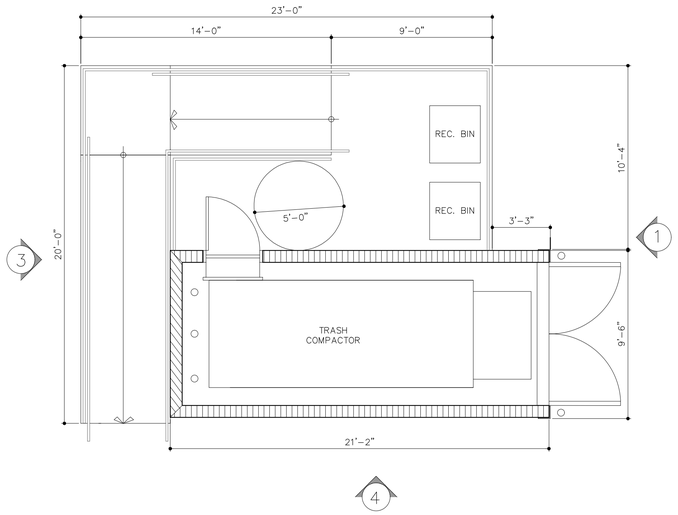
DATE:	01/20
DESIGNED BY:	ZT
DRAWN BY:	ZT
CHECKED BY:	ZT

DATE: 02/24/21
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

PROJECT:	1903-21
SHEET:	FT-2

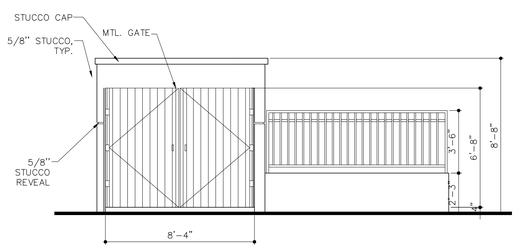
C:\Users\Zach\OneDrive - HSQ Group, Inc\HSQ Data\Civil Projects\2019\190321-2065 S. CONGRESS AVE\Drawings\Site Plan\190321-FT002.dgn


LAKE
(±4.42)
FOUNTAIN
DOG PARK
LINEAR PARK
(±0.74 AC)
FITNESS LAWN
(±0.34AC)
POOL COURT
CLUBHOUSE
GREEN AREA
(±0.44AC)
TYPE I BLDG
FLOOR 5
TYPE II BLDG
FLOOR 5
TYPE III BLDG
FLOOR 5
TYPE IV BLDG
FLOOR 5
TYPE V BLDG
FLOOR 5
TYPE VI BLDG
FLOOR 5
TYPE VII BLDG
FLOOR 5
TYPE VIII BLDG
FLOOR 5
TYPE IX BLDG
FLOOR 5
TYPE X BLDG
FLOOR 5
TYPE XI BLDG
FLOOR 5
TYPE XII BLDG
FLOOR 5
TYPE XIII BLDG
FLOOR 5
TYPE XIV BLDG
FLOOR 5
TYPE XV BLDG
FLOOR 5
TYPE XVI BLDG
FLOOR 5
TYPE XVII BLDG
FLOOR 5
TYPE XVIII BLDG
FLOOR 5
TYPE XIX BLDG
FLOOR 5
TYPE XX BLDG
FLOOR 5
TYPE XXI BLDG
FLOOR 5
TYPE XXII BLDG
FLOOR 5
TYPE XXIII BLDG
FLOOR 5
TYPE XXIV BLDG
FLOOR 5
TYPE XXV BLDG
FLOOR 5
TYPE XXVI BLDG
FLOOR 5
TYPE XXVII BLDG
FLOOR 5
TYPE XXVIII BLDG
FLOOR 5
TYPE XXIX BLDG
FLOOR 5
TYPE XXX BLDG
FLOOR 5
TYPE XXXI BLDG
FLOOR 5
TYPE XXXII BLDG
FLOOR 5
TYPE XXXIII BLDG
FLOOR 5
TYPE XXXIV BLDG
FLOOR 5
TYPE XXXV BLDG
FLOOR 5
TYPE XXXVI BLDG
FLOOR 5
TYPE XXXVII BLDG
FLOOR 5
TYPE XXXVIII BLDG
FLOOR 5
TYPE XXXIX BLDG
FLOOR 5
TYPE XL BLDG
FLOOR 5
TYPE XLI BLDG
FLOOR 5
TYPE XLII BLDG
FLOOR 5
TYPE XLIII BLDG
FLOOR 5
TYPE XLIV BLDG
FLOOR 5
TYPE XLV BLDG
FLOOR 5
TYPE XLVI BLDG
FLOOR 5
TYPE XLVII BLDG
FLOOR 5
TYPE XLVIII BLDG
FLOOR 5
TYPE XLIX BLDG
FLOOR 5
TYPE L BLDG
FLOOR 5
TYPE LI BLDG
FLOOR 5
TYPE LII BLDG
FLOOR 5
TYPE LIII BLDG
FLOOR 5
TYPE LIV BLDG
FLOOR 5
TYPE LV BLDG
FLOOR 5
TYPE LVI BLDG
FLOOR 5
TYPE LVII BLDG
FLOOR 5
TYPE LVIII BLDG
FLOOR 5
TYPE LIX BLDG
FLOOR 5
TYPE LX BLDG
FLOOR 5
TYPE LXI BLDG
FLOOR 5
TYPE LXII BLDG
FLOOR 5
TYPE LXIII BLDG
FLOOR 5
TYPE LXIV BLDG
FLOOR 5
TYPE LXV BLDG
FLOOR 5
TYPE LXVI BLDG
FLOOR 5
TYPE LXVII BLDG
FLOOR 5
TYPE LXVIII BLDG
FLOOR 5
TYPE LXIX BLDG
FLOOR 5
TYPE LXX BLDG
FLOOR 5
TYPE LXXI BLDG
FLOOR 5
TYPE LXXII BLDG
FLOOR 5
TYPE LXXIII BLDG
FLOOR 5
TYPE LXXIV BLDG
FLOOR 5
TYPE LXXV BLDG
FLOOR 5
TYPE LXXVI BLDG
FLOOR 5
TYPE LXXVII BLDG
FLOOR 5
TYPE LXXVIII BLDG
FLOOR 5
TYPE LXXIX BLDG
FLOOR 5
TYPE LXXX BLDG
FLOOR 5
TYPE LXXXI BLDG
FLOOR 5
TYPE LXXXII BLDG
FLOOR 5
TYPE LXXXIII BLDG
FLOOR 5
TYPE LXXXIV BLDG
FLOOR 5
TYPE LXXXV BLDG
FLOOR 5
TYPE LXXXVI BLDG
FLOOR 5
TYPE LXXXVII BLDG
FLOOR 5
TYPE LXXXVIII BLDG
FLOOR 5
TYPE LXXXIX BLDG
FLOOR 5
TYPE XC BLDG
FLOOR 5
TYPE XCI BLDG
FLOOR 5
TYPE XCII BLDG
FLOOR 5
TYPE XCIII BLDG
FLOOR 5
TYPE XCIV BLDG
FLOOR 5
TYPE XCV BLDG
FLOOR 5
TYPE XCVI BLDG
FLOOR 5
TYPE XCVII BLDG
FLOOR 5
TYPE XCVIII BLDG
FLOOR 5
TYPE XCIX BLDG
FLOOR 5
TYPE C BLDG
FLOOR 5
TYPE CI BLDG
FLOOR 5
TYPE CII BLDG
FLOOR 5
TYPE CIII BLDG
FLOOR 5
TYPE CIV BLDG
FLOOR 5
TYPE CV BLDG
FLOOR 5
TYPE CVI BLDG
FLOOR 5
TYPE CVII BLDG
FLOOR 5
TYPE CVIII BLDG
FLOOR 5
TYPE CIX BLDG
FLOOR 5
TYPE CX BLDG
FLOOR 5
TYPE CXI BLDG
FLOOR 5
TYPE CXII BLDG
FLOOR 5
TYPE CXIII BLDG
FLOOR 5
TYPE CXIV BLDG
FLOOR 5
TYPE CXV BLDG
FLOOR 5
TYPE CXVI BLDG
FLOOR 5
TYPE CXVII BLDG
FLOOR 5
TYPE CXVIII BLDG
FLOOR 5
TYPE CXIX BLDG
FLOOR 5
TYPE CXX BLDG
FLOOR 5
TYPE CXXI BLDG
FLOOR 5
TYPE CXXII BLDG
FLOOR 5
TYPE CXXIII BLDG
FLOOR 5
TYPE CXXIV BLDG
FLOOR 5
TYPE CXXV BLDG
FLOOR 5
TYPE CXXVI BLDG
FLOOR 5
TYPE CXXVII BLDG
FLOOR 5
TYPE CXXVIII BLDG
FLOOR 5
TYPE CXXIX BLDG
FLOOR 5
TYPE CXXX BLDG
FLOOR 5
TYPE CXXXI BLDG
FLOOR 5
TYPE CXXXII BLDG
FLOOR 5
TYPE CXXXIII BLDG
FLOOR 5
TYPE CXXXIV BLDG
FLOOR 5
TYPE CXXXV BLDG
FLOOR 5
TYPE CXXXVI BLDG
FLOOR 5
TYPE CXXXVII BLDG
FLOOR 5
TYPE CXXXVIII BLDG
FLOOR 5
TYPE CXXXIX BLDG
FLOOR 5
TYPE CXL BLDG
FLOOR 5
TYPE CXLI BLDG
FLOOR 5
TYPE CXLII BLDG
FLOOR 5
TYPE CXLIII BLDG
FLOOR 5
TYPE CXLIV BLDG
FLOOR 5
TYPE CXLV BLDG
FLOOR 5
TYPE CXLVI BLDG
FLOOR 5
TYPE CXLVII BLDG
FLOOR 5
TYPE CXLVIII BLDG
FLOOR 5
TYPE CXLIX BLDG
FLOOR 5
TYPE CL BLDG
FLOOR 5
TYPE CLI BLDG
FLOOR 5
TYPE CLII BLDG
FLOOR 5
TYPE CLIII BLDG
FLOOR 5
TYPE CLIV BLDG
FLOOR 5
TYPE CLV BLDG
FLOOR 5
TYPE CLVI BLDG
FLOOR 5
TYPE CLVII BLDG
FLOOR 5
TYPE CLVIII BLDG
FLOOR 5
TYPE CLIX BLDG
FLOOR 5
TYPE CLX BLDG
FLOOR 5
TYPE CLXI BLDG
FLOOR 5
TYPE CLXII BLDG
FLOOR 5
TYPE CLXIII BLDG
FLOOR 5
TYPE CLXIV BLDG
FLOOR 5
TYPE CLXV BLDG
FLOOR 5
TYPE CLXVI BLDG
FLOOR 5
TYPE CLXVII BLDG
FLOOR 5
TYPE CLXVIII BLDG
FLOOR 5
TYPE CLXIX BLDG
FLOOR 5
TYPE CLXX BLDG
FLOOR 5
TYPE CLXXI BLDG
FLOOR 5
TYPE CLXXII BLDG
FLOOR 5
TYPE CLXXIII BLDG
FLOOR 5
TYPE CLXXIV BLDG
FLOOR 5
TYPE CLXXV BLDG
FLOOR 5
TYPE CLXXVI BLDG
FLOOR 5
TYPE CLXXVII BLDG
FLOOR 5
TYPE CLXXVIII BLDG
FLOOR 5
TYPE CLXXIX BLDG
FLOOR 5
TYPE CLXXX BLDG
FLOOR 5
TYPE CLXXXI BLDG
FLOOR 5
TYPE CLXXXII BLDG
FLOOR 5
TYPE CLXXXIII BLDG
FLOOR 5
TYPE CLXXXIV BLDG
FLOOR 5
TYPE CLXXXV BLDG
FLOOR 5
TYPE CLXXXVI BLDG
FLOOR 5
TYPE CLXXXVII BLDG
FLOOR 5
TYPE CLXXXVIII BLDG
FLOOR 5
TYPE CLXXXIX BLDG
FLOOR 5
TYPE CXC BLDG
FLOOR 5
TYPE CXCI BLDG
FLOOR 5
TYPE CXCII BLDG
FLOOR 5
TYPE CXCIII BLDG
FLOOR 5
TYPE CXCIV BLDG
FLOOR 5
TYPE CXCV BLDG
FLOOR 5
TYPE CXCVI BLDG
FLOOR 5
TYPE CXCVII BLDG
FLOOR 5
TYPE CXCVIII BLDG
FLOOR 5
TYPE CXCIX BLDG
FLOOR 5
TYPE CC BLDG
FLOOR 5
TYPE CCI BLDG
FLOOR 5
TYPE CCII BLDG
FLOOR 5
TYPE CCIII BLDG
FLOOR 5
TYPE CCIV BLDG
FLOOR 5
TYPE CCV BLDG
FLOOR 5
TYPE CCVI BLDG
FLOOR 5
TYPE CCVII BLDG
FLOOR 5
TYPE CCVIII BLDG
FLOOR 5
TYPE CCIX BLDG
FLOOR 5
TYPE CCX BLDG
FLOOR 5
TYPE CCXI BLDG
FLOOR 5
TYPE CCXII BLDG
FLOOR 5
TYPE CCXIII BLDG
FLOOR 5
TYPE CCXIV BLDG
FLOOR 5
TYPE CCXV BLDG
FLOOR 5
TYPE CCXVI BLDG
FLOOR 5
TYPE CCXVII BLDG
FLOOR 5
TYPE CCXVIII BLDG
FLOOR 5
TYPE CCXIX BLDG
FLOOR 5
TYPE CCXX BLDG
FLOOR 5
TYPE CCXXI BLDG
FLOOR 5
TYPE CCXXII BLDG
FLOOR 5
TYPE CCXXIII BLDG
FLOOR 5
TYPE CCXXIV BLDG
FLOOR 5
TYPE CCXXV BLDG
FLOOR 5
TYPE CCXXVI BLDG
FLOOR 5
TYPE CCXXVII BLDG
FLOOR 5
TYPE CCXXVIII BLDG
FLOOR 5
TYPE CCXXIX BLDG
FLOOR 5
TYPE CCXXX BLDG
FLOOR 5
TYPE CCXXXI BLDG
FLOOR 5
TYPE CCXXXII BLDG
FLOOR 5
TYPE CCXXXIII BLDG
FLOOR 5
TYPE CCXXXIV BLDG
FLOOR 5
TYPE CCXXXV BLDG
FLOOR 5
TYPE CCXXXVI BLDG
FLOOR 5
TYPE CCXXXVII BLDG
FLOOR 5
TYPE CCXXXVIII BLDG
FLOOR 5
TYPE CCXXXIX BLDG
FLOOR 5
TYPE CCXL BLDG
FLOOR 5
TYPE CCXLI BLDG
FLOOR 5
TYPE CCXLII BLDG
FLOOR 5
TYPE CCXLIII BLDG
FLOOR 5
TYPE CCXLIV BLDG
FLOOR 5
TYPE CCXLV BLDG
FLOOR 5
TYPE CCXLVI BLDG
FLOOR 5
TYPE CCXLVII BLDG
FLOOR 5
TYPE CCXLVIII BLDG
FLOOR 5
TYPE CCXLIX BLDG
FLOOR 5
TYPE CCL BLDG
FLOOR 5
TYPE CCLI BLDG
FLOOR 5
TYPE CCLII BLDG
FLOOR 5
TYPE CCLIII BLDG
FLOOR 5
TYPE CCLIV BLDG
FLOOR 5
TYPE CCLV BLDG
FLOOR 5
TYPE CCLVI BLDG
FLOOR 5
TYPE CCLVII BLDG
FLOOR 5
TYPE CCLVIII BLDG
FLOOR 5
TYPE CCLIX BLDG
FLOOR 5
TYPE CCLX BLDG
FLOOR 5
TYPE CCLXI BLDG
FLOOR 5
TYPE CCLXII BLDG
FLOOR 5
TYPE CCLXIII BLDG
FLOOR 5
TYPE CCLXIV BLDG
FLOOR 5
TYPE CCLXV BLDG
FLOOR 5
TYPE CCLXVI BLDG
FLOOR 5
TYPE CCLXVII BLDG
FLOOR 5
TYPE CCLXVIII BLDG
FLOOR 5
TYPE CCLXIX BLDG
FLOOR 5
TYPE CCLXX BLDG
FLOOR 5
TYPE CCLXXI BLDG
FLOOR 5
TYPE CCLXXII BLDG
FLOOR 5
TYPE CCLXXIII BLDG
FLOOR 5
TYPE CCLXXIV BLDG
FLOOR 5
TYPE CCLXXV BLDG
FLOOR 5
TYPE CCLXXVI BLDG
FLOOR 5
TYPE CCLXXVII BLDG
FLOOR 5
TYPE CCLXXVIII BLDG
FLOOR 5
TYPE CCLXXIX BLDG
FLOOR 5
TYPE CCLXXX BLDG
FLOOR 5
TYPE CCLXXXI BLDG
FLOOR 5
TYPE CCLXXXII BLDG
FLOOR 5
TYPE CCLXXXIII BLDG
FLOOR 5
TYPE CCLXXXIV BLDG
FLOOR 5
TYPE CCLXXXV BLDG
FLOOR 5
TYPE CCLXXXVI BLDG
FLOOR 5
TYPE CCLXXXVII BLDG
FLOOR 5
TYPE CCLXXXVIII BLDG
FLOOR 5
TYPE CCLXXXIX BLDG
FLOOR 5
TYPE CCXC BLDG
FLOOR 5
TYPE CCXCI BLDG
FLOOR 5
TYPE CCXCII BLDG
FLOOR 5
TYPE CCXCIII BLDG
FLOOR 5
TYPE CCXCIV BLDG
FLOOR 5
TYPE CCXCV BLDG
FLOOR 5
TYPE CCXCVI BLDG
FLOOR 5
TYPE CCXCVII BLDG
FLOOR 5
TYPE CCXCVIII BLDG
FLOOR 5
TYPE CCXCIX BLDG
FLOOR 5
TYPE CCC BLDG
FLOOR 5
TYPE CCCI BLDG
FLOOR 5
TYPE CCCII BLDG
FLOOR 5
TYPE CCCIII BLDG
FLOOR 5
TYPE CCCIV BLDG
FLOOR 5
TYPE CCCV BLDG
FLOOR 5
TYPE CCCVI BLDG
FLOOR 5
TYPE CCCVII BLDG
FLOOR 5
TYPE CCCVIII BLDG
FLOOR 5
TYPE CCCIX BLDG
FLOOR 5
TYPE CCCX BLDG
FLOOR 5
TYPE CCCXI BLDG
FLOOR 5
TYPE CCCXII BLDG
FLOOR 5
TYPE CCCXIII BLDG
FLOOR 5
TYPE CCCXIV BLDG
FLOOR 5
TYPE CCCXV BLDG
FLOOR 5
TYPE CCCXVI BLDG
FLOOR 5
TYPE CCCXVII BLDG
FLOOR 5
TYPE CCCXVIII BLDG
FLOOR 5
TYPE CCCXIX BLDG
FLOOR 5
TYPE CCCXX BLDG
FLOOR 5
TYPE CCCXXI BLDG
FLOOR 5
TYPE CCCXXII BLDG
FLOOR 5
TYPE CCCXXIII BLDG
FLOOR 5
TYPE CCCXXIV BLDG
FLOOR 5
TYPE CCCXXV BLDG
FLOOR 5
TYPE CCCXXVI BLDG
FLOOR 5
TYPE CCCXXVII BLDG
FLOOR 5
TYPE CCCXXVIII BLDG
FLOOR 5
TYPE CCCXXIX BLDG
FLOOR 5
TYPE CCCXXX BLDG
FLOOR 5
TYPE CCCXXXI BLDG
FLOOR 5
TYPE CCCXXXII BLDG
FLOOR 5
TYPE CCCXXXIII BLDG
FLOOR 5
TYPE CCCXXXIV BLDG
FLOOR 5
TYPE CCCXXXV BLDG
FLOOR 5
TYPE CCCXXXVI BLDG
FLOOR 5
TYPE CCCXXXVII BLDG
FLOOR 5
TYPE CCCXXXVIII BLDG
FLOOR 5
TYPE CCCXXXIX BLDG
FLOOR 5
TYPE CCCXL BLDG
FLOOR 5
TYPE CCCXLI BLDG
FLOOR 5
TYPE CCCXLII BLDG
FLOOR 5
TYPE CCCXLIII BLDG
FLOOR 5
TYPE CCCXLIV BLDG
FLOOR 5
TYPE CCCXLV BLDG
FLOOR 5
TYPE CCCXLVI BLDG
FLOOR 5
TYPE CCCXLVII BLDG
FLOOR 5
TYPE CCCXLVIII BLDG
FLOOR 5
TYPE CCCXLIX BLDG
FLOOR 5
TYPE CCCL BLDG
FLOOR 5
TYPE CCCLI BLDG
FLOOR 5
TYPE CCCLII BLDG
FLOOR 5
TYPE CCCLIII BLDG
FLOOR 5
TYPE CCCLIV BLDG
FLOOR 5
TYPE CCCLV BLDG
FLOOR 5
TYPE CCCLVI BLDG
FLOOR 5
TYPE CCCLVII BLDG
FLOOR 5
TYPE CCCLVIII BLDG
FLOOR 5
TYPE CCCLIX BLDG
FLOOR 5
TYPE CCCLX BLDG
FLOOR 5
TYPE CCCLXI BLDG
FLOOR 5
TYPE CCCLXII BLDG
FLOOR 5
TYPE CCCLXIII BLDG
FLOOR 5
TYPE CCCLXIV BLDG
FLOOR 5
TYPE CCCLXV BLDG
FLOOR 5
TYPE CCCLXVI BLDG
FLOOR 5
TYPE CCCLXVII BLDG
FLOOR 5
TYPE CCCLXVIII BLDG
FLOOR 5
TYPE CCCLXIX BLDG
FLOOR 5
TYPE CCCLXX BLDG
FLOOR 5
TYPE CCCLXXI BLDG
FLOOR 5
TYPE CCCLXXII BLDG
FLOOR 5
TYPE CCCLXXIII BLDG
FLOOR 5
TYPE CCCLXXIV BLDG
FLOOR 5
TYPE CCCLXXV BLDG
FLOOR 5
TYPE CCCLXXVI BLDG
FLOOR 5
TYPE CCCLXXVII BLDG
FLOOR 5
TYPE CCCLXXVIII BLDG
FLOOR 5
TYPE CCCLXXIX BLDG
FLOOR 5
TYPE CCCLXXX BLDG
FLOOR 5
TYPE CCCLXXXI BLDG
FLOOR 5
TYPE CCCLXXXII BLDG
FLOOR 5
TYPE CCCLXXXIII BLDG
FLOOR 5
TYPE CCCLXXXIV BLDG
FLOOR 5
TYPE CCCLXXXV BLDG
FLOOR 5
TYPE CCCLXXXVI BLDG
FLOOR 5
TYPE CCCLXXXVII BLDG
FLOOR 5
TYPE CCCLXXXVIII BLDG
FLOOR 5
TYPE CCCLXXXIX BLDG
FLOOR 5
TYPE CCCXC BLDG
FLOOR 5
TYPE CCCXCI BLDG
FLOOR 5
TYPE CCCXCII BLDG
FLOOR 5
TYPE CCCXCIII BLDG
FLOOR 5
TYPE CCCXCIV BLDG
FLOOR 5
TYPE CCCXCV BLDG
FLOOR 5
TYPE CCCXCVI BLDG
FLOOR 5
TYPE CCCXCVII BLDG
FLOOR 5
TYPE CCCXCVIII BLDG
FLOOR 5
TYPE CCCXCIX BLDG
FLOOR 5
TYPE CD BLDG
FLOOR 5
TYPE CDI BLDG
FLOOR 5
TYPE CDII BLDG
FLOOR 5
TYPE CDIII BLDG
FLOOR 5
TYPE CDIV BLDG
FLOOR 5
TYPE CDV BLDG
FLOOR 5
TYPE CDVI BLDG
FLOOR 5
TYPE CDVII BLDG
FLOOR 5
TYPE CDVIII BLDG
FLOOR 5
TYPE CDIX BLDG
FLOOR 5
TYPE CDX BLDG
FLOOR 5
TYPE CDXI BLDG
FLOOR 5
TYPE CDXII BLDG
FLOOR 5
TYPE CDXIII BLDG
FLOOR 5
TYPE CDXIV BLDG
FLOOR 5
TYPE CDXV BLDG
FLOOR 5
TYPE CDXVI BLDG
FLOOR 5
TYPE CDXVII BLDG
FLOOR 5
TYPE CDXVIII BLDG
FLOOR 5
TYPE CDXIX BLDG
FLOOR 5
TYPE CDXX BLDG
FLOOR 5
TYPE CDXXI BLDG
FLOOR 5
TYPE CDXXII BLDG
FLOOR 5
TYPE CDXXIII BLDG
FLOOR 5
TYPE CDXXIV BLDG
FLOOR 5
TYPE CDXXV BLDG
FLOOR 5
TYPE CDXXVI BLDG
FLOOR 5
TYPE CDXXVII BLDG
FLOOR 5
TYPE CDXXVIII BLDG
FLOOR 5
TYPE CDXXIX BLDG
FLOOR 5
TYPE CDXXX BLDG
FLOOR 5
TYPE CDXXXI BLDG
FLOOR 5
TYPE CDXXXII BLDG
FLOOR 5
TYPE CDXXXIII BLDG
FLOOR 5
TYPE CDXXXIV BLDG
FLOOR 5
TYPE CDXXXV BLDG
FLOOR 5
TYPE CDXXXVI BLDG
FLOOR 5
TYPE CDXXXVII BLDG
FLOOR 5
TYPE CDXXXVIII BLDG
FLOOR 5
TYPE CDXXXIX BLDG
FLOOR 5
TYPE CDXL BLDG
FLOOR 5
TYPE CDXLI BLDG
FLOOR 5
TYPE CDXLII BLDG
FLOOR 5
TYPE CDXLIII BLDG
FLOOR 5
TYPE CDXLIV BLDG
FLOOR 5
TYPE CDXLV BLDG
FLOOR 5
TYPE CDXLVI BLDG
FLOOR 5
TYPE CDXLVII BLDG
FLOOR 5
TYPE CDXLVIII BLDG
FLOOR 5
TYPE CDXLIX BLDG
FLOOR 5
TYPE CDL BLDG
FLOOR 5
TYPE CDLI BLDG
FLOOR 5
TYPE CDLII BLDG
FLOOR 5
TYPE CDLIII BLDG
FLOOR 5
TYPE CDLIV BLDG
FLOOR 5
TYPE CDLV BLDG
FLOOR 5
TYPE CDLVI BLDG
FLOOR 5
TYPE CDLVII BLDG
FLOOR 5
TYPE CDLVIII BLDG
FLOOR 5
TYPE CDLIX BLDG
FLOOR 5
TYPE CDLX BLDG
FLOOR 5
TYPE CDLXI BLDG
FLOOR 5
TYPE CDLXII BLDG
FLOOR 5
TYPE CDLXIII BLDG
FLOOR 5
TYPE CDLXIV BLDG
FLOOR 5
TYPE CDLXV BLDG
FLOOR 5
TYPE CDLXVI BLDG
FLOOR 5
TYPE CDLXVII BLDG
FLOOR 5
TYPE CDLXVIII BLDG
FLOOR 5
TYPE CDLXIX BLDG
FLOOR 5
TYPE CDLXX BLDG
FLOOR 5
TYPE CDLXXI BLDG
FLOOR 5
TYPE CDLXXII BLDG
FLOOR 5
TYPE CDLXXIII BLDG
FLOOR 5
TYPE CDLXXIV BLDG
FLOOR 5
TYPE CDLXXV BLDG
FLOOR 5
TYPE CDLXXVI BLDG
FLOOR 5
TYPE CDLXXVII BLDG
FLOOR 5
TYPE CDLXXVIII BLDG
FLOOR 5
TYPE CDLXXIX BLDG
FLOOR 5
TYPE CDLXXX BLDG
FLOOR 5
TYPE CDLXXXI BLDG
FLOOR 5
TYPE CDLXXXII BLDG
FLOOR 5
TYPE CDLXXXIII BLDG
FLOOR 5
TYPE CDLXXXIV BLDG
FLOOR 5
TYPE CDLXXXV BLDG
FLOOR 5
TYPE CDLXXXVI BLDG
FLOOR 5
TYPE CDLXXXVII BLDG
FLOOR 5
TYPE CDLXXXVIII BLDG
FLOOR 5
TYPE CDLXXXIX BLDG
FLOOR 5
TYPE CDXC BLDG
FLOOR 5
TYPE CDXCI BLDG
FLOOR 5
TYPE CDXCII BLDG
FLOOR 5
TYPE CDXCIII BLDG
FLOOR 5
TYPE CDXCIV BLDG
FLOOR 5
TYPE CDXCV BLDG
FLOOR 5
TYPE CDXCVI BLDG
FLOOR 5
TYPE CDXCVII BLDG
FLOOR 5
TYPE CDXCVIII BLDG
FLOOR 5
TYPE CDXCIX BLDG
FLOOR 5
TYPE D BLDG
FLOOR 5
TYPE DI BLDG
FLOOR 5
TYPE DII BLDG
FLOOR 5
TYPE DIII BLDG
FLOOR 5
TYPE DIV BLDG
FLOOR 5
TYPE DV BLDG
FLOOR 5
TYPE DVI BLDG
FLOOR 5
TYPE DVII BLDG
FLOOR 5
TYPE DVIII BLDG
FLOOR 5
TYPE DIX BLDG
FLOOR 5
TYPE DX BLDG
FLOOR 5
TYPE DXI BLDG
FLOOR 5
TYPE DXII BLDG
FLOOR 5
TYPE DXIII BLDG
FLOOR 5
TYPE DXIV BLDG
FLOOR 5
TYPE DXV BLDG
FLOOR 5
TYPE DXVI BLDG
FLOOR 5
TYPE DXVII BLDG
FLOOR 5
TYPE DXVIII BLDG
FLOOR 5
TYPE DXIX BLDG
FLOOR 5
TYPE DXX BLDG
FLOOR 5
TYPE DXXI BLDG
FLOOR 5
TYPE DXXII BLDG
FLOOR 5
TYPE DXXIII BLDG
FLOOR 5
TYPE DXXIV BLDG
FLOOR 5
TYPE DXXV BLDG
FLOOR 5
TYPE DXXVI BLDG
FLOOR 5
TYPE DXXVII BLDG
FLOOR 5
TYPE DXXVIII BLDG
FLOOR 5
TYPE DXXIX BLDG
FLOOR 5
TYPE DXXX BLDG
FLOOR 5
TYPE DXXXI BLDG
FLOOR 5
TYPE DXXXII BLDG
FLOOR 5
TYPE DXXXIII BLDG
FLOOR 5
TYPE DXXXIV BLDG
FLOOR 5
TYPE DXXXV BLDG
FLOOR 5
TYPE DXXXVI BLDG
FLOOR 5
TYPE DXXXVII BLDG
FLOOR 5
TYPE DXXXVIII BLDG
FLOOR 5
TYPE DXXXIX BLDG
FLOOR 5
TYPE DXL BLDG
FLOOR 5
TYPE DXLI BLDG
FLOOR 5
TYPE DXLII BLDG
FLOOR 5
TYPE DXLIII BLDG
FLOOR 5
TYPE DXLIV BLDG
FLOOR 5
TYPE DXLV BLDG
FLOOR 5
TYPE DXLVI BLDG
FLOOR 5
TYPE DXLVII BLDG
FLOOR 5
TYPE DXLVIII BLDG
FLOOR 5
TYPE DXLIX BLDG
FLOOR 5
TYPE DL BLDG
FLOOR 5
TYPE DLI BLDG
FLOOR 5
TYPE DLII BLDG
FLOOR 5
TYPE DLIII BLDG
FLOOR 5
TYPE DLIV BLDG
FLOOR 5
TYPE DLV BLDG
FLOOR 5
TYPE DLVI BLDG
FLOOR 5
TYPE DLVII BLDG
FLOOR 5
TYPE DLVIII BLDG
FLOOR 5
TYPE DLIX BLDG
FLOOR 5
TYPE DLX BLDG
FLOOR 5
TYPE DLXI BLDG
FLOOR 5
TYPE DLXII BLDG
FLOOR 5
TYPE DLXIII BLDG
FLOOR 5
TYPE DLXIV BLDG
FLOOR 5
TYPE DLXV BLDG
FLOOR 5
TYPE DLXVI BLDG
FLOOR 5
TYPE DLXVII BLDG
FLOOR 5
TYPE DLXVIII BLDG
FLOOR 5
TYPE DLXIX BLDG
FLOOR 5
TYPE DLXX BLDG
FLOOR 5
TYPE DLXXI BLDG
FLOOR 5
TYPE DLXXII BLDG
FLOOR 5
TYPE DLXXIII BLDG
FLOOR 5
TYPE DLXXIV BLDG
FLOOR 5
TYPE DLXXV BLDG
FLOOR 5
TYPE DLXXVI BLDG
FLOOR 5
TYPE DLXXVII BLDG
FLOOR 5
TYPE DLXXVIII BLDG
FLOOR 5
TYPE DLXXIX BLDG
FLOOR 5
TYPE DLXXX BLDG
FLOOR 5
TYPE DLXXXI BLDG
FLOOR 5
TYPE DLXXXII BLDG
FLOOR 5
TYPE DLXXXIII BLDG
FLOOR 5
TYPE DLXXXIV BLDG
FLOOR 5
TYPE DLXXXV BLDG
FLOOR 5
TYPE DLXXXVI BLDG
FLOOR 5
TYPE DLXXXVII BLDG
FLOOR 5
TYPE DLXXXVIII BLDG
FLOOR 5
TYPE DLXXXIX BLDG
FLOOR 5
TYPE DXC BLDG
FLOOR 5
TYPE DXCI BLDG
FLOOR 5
TYPE DXCII BLDG
FLOOR 5
TYPE DXCIII BLDG
FLOOR 5
TYPE DXCIV BLDG
FLOOR 5
TYPE DXCV BLDG
FLOOR 5
TYPE DXCVI BLDG
FLOOR 5
TYPE DXCVII BLDG
FLOOR 5
TYPE DXCVIII BLDG
FLOOR 5
TYPE DXCIX BLDG
FLOOR 5
TYPE DC BLDG
FLOOR 5
TYPE DCI BLDG
FLOOR 5
TYPE DCII BLDG
FLOOR 5
TYPE DCIII BLDG
FLOOR 5
TYPE DCIV BLDG
FLOOR 5
TYPE DCV BLDG
FLOOR 5
TYPE DCVI BLDG
FLOOR 5
TYPE DCVII BLDG
FLOOR 5
TYPE DCVIII BLDG
FLOOR 5
TYPE DCIX BLDG
FLOOR 5
TYPE DCX BLDG
FLOOR 5
TYPE DCXI BLDG
FLOOR 5
TYPE DCXII BLDG
FLOOR 5
TYPE DCXIII BLDG
FLOOR 5
TYPE DCXIV BLDG
FLOOR 5
TYPE DCXV BLDG
FLOOR 5
TYPE DCXVI BLDG
FLOOR 5
TYPE DCXVII BLDG
FLOOR 5
TYPE DCXVIII BLDG
FLOOR 5
TYPE DCXIX BLDG
FLOOR 5
TYPE DCXX BLDG
FLOOR 5
TYPE DCXXI BLDG
FLOOR 5
TYPE DCXXII BLDG
FLOOR 5
TYPE DCXXIII BLDG
FLOOR 5
TYPE DCXXIV BLDG
FLOOR 5
TYPE DCXXV BLDG
FLOOR 5
TYPE DCXXVI BLDG
FLOOR 5
TYPE DCXXVII BLDG
FLOOR 5
TYPE DCXXVIII BLDG
FLOOR 5
TYPE DCXXIX BLDG
FLOOR 5
TYPE DCXXX BLDG
FLOOR 5
TYPE DCXXXI BLDG
FLOOR 5
TYPE DCXXXII BLDG
FLOOR 5
TYPE DCXXXIII BLDG
FLOOR 5
TYPE DCXXXIV BLDG
FLOOR 5
TYPE DCXXXV BLDG
FLOOR 5
TYPE DCXXXVI BLDG
FLOOR 5
TYPE DCXXXVII BLDG
FLOOR 5
TYPE DCXXXVIII BLDG
FLOOR 5
TYPE DCXXXIX BLDG
FLOOR 5
TYPE DCXL BLDG
FLOOR 5
TYPE DCXLI BLDG
FLOOR 5
TYPE DCXLII BLDG
FLOOR 5
TYPE DCXLIII BLDG
FLOOR 5
TYPE DCXLIV BLDG
FLOOR 5
TYPE DCXLV BLDG
FLOOR 5
TYPE DCXLVI BLDG
FLOOR 5
TYPE DCXLVII BLDG
FLOOR 5
TYPE DCXLVIII BLDG
FLOOR 5
TYPE DCXLIX BLDG
FLOOR 5
TYPE DCL BLDG
FLOOR 5
TYPE DCLI BLDG
FLOOR 5
TYPE DCLII BLDG
FLOOR 5
TYPE DCLIII BLDG
FLOOR 5
TYPE DCLIV BLDG
FLOOR 5
TYPE DCLV BLDG
FLOOR 5
TYPE DCLVI BLDG
FLOOR 5
TYPE DCLVII BLDG
FLOOR 5
TYPE DCLVIII BLDG
FLOOR 5
TYPE DCLIX BLDG
FLOOR 5
TYPE DCLX BLDG
FLOOR 5
TYPE DCLXI BLDG
FLOOR 5
TYPE DCLXII BLDG
FLOOR 5
TYPE DCLXIII BLDG
FLOOR 5
TYPE DCLXIV BLDG
FLOOR 5
TYPE DCLXV BLDG
FLOOR 5
TYPE DCLXVI BLDG
FLOOR 5
TYPE DCLXVII BLDG
FLOOR 5
TYPE DCLXVIII BLDG
FLOOR 5
TYPE DCLXIX BLDG
FLOOR 5
TYPE DCLXX BLDG
FLOOR 5
TYPE DCLXXI BLDG
FLOOR 5
TYPE DCLXXII BLDG
FLOOR 5
TYPE DCLXXIII BLDG
FLOOR 5
TYPE DCLXXIV BLDG
FLOOR 5
TYPE DCLXXV BLDG
FLOOR 5
TYPE DCLXXVI BLDG
FLOOR 5
TYPE DCLXXVII BLDG
FLOOR 5
TYPE DCLXXVIII BLDG
FLOOR 5
TYPE DCLXXIX BLDG
FLOOR 5
TYPE DCLXXX BLDG
FLOOR 5
TYPE DCLXXXI BLDG
FLOOR 5
TYPE DCLXXXII BLDG
FLOOR 5
TYPE DCLXXXIII BLDG
FLOOR 5
TYPE DCLXXXIV BLDG
FLOOR 5
TYPE DCLXXXV BLDG
FLOOR 5
TYPE DCLXXXVI BLDG
FLOOR 5
TYPE DCLXXXVII BLDG
FLOOR 5
TYPE DCLXXXVIII BLDG
FLOOR 5
TYPE DCLXXXIX BLDG
FLOOR 5
TYPE DCXC BLDG
FLOOR 5
TYPE DCXCI BLDG
FLOOR 5
TYPE DCXCII BLDG
FLOOR 5
TYPE DCXCIII BLDG
FLOOR 5
TYPE DCXCIV BLDG
FLOOR 5
TYPE DCXCV BLDG
FLOOR 5
TYPE DCXCVI BLDG
FLOOR 5
TYPE DCXCVII BLDG
FLOOR 5
TYPE DCXCVIII BLDG
FLOOR 5
TYPE DCXCIX BLDG
FLOOR 5
TYPE DCC BLDG
FLOOR 5
TYPE DCCI BLDG
FLOOR 5
TYPE DCCII BLDG
FLOOR 5
TYPE DCCIII BLDG
FLOOR 5
TYPE DCCIV BLDG
FLOOR 5
TYPE DCCV BLDG
FLOOR 5
TYPE DCCVI BLDG
FLOOR 5
TYPE DCCVII BLDG
FLOOR 5
TYPE DCCVIII BLDG
FLOOR 5
TYPE DCCIX BLDG
FLOOR 5
TYPE DCCX BLDG
FLOOR 5
TYPE DCCXI BLDG
FLOOR 5
TYPE DCCXII BLDG
FLOOR 5
TYPE DCCXIII BLDG
FLOOR 5
TYPE DCCXIV BLDG
FLOOR 5
TYPE DCCXV BLDG
FLOOR 5
TYPE



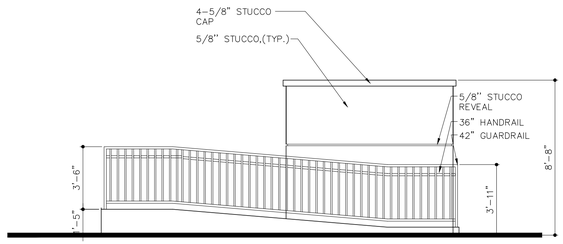
TRASH COMPACTOR / RECYCLING ENCLOSURE PLAN

SCALE: 1/4"=1'-0"



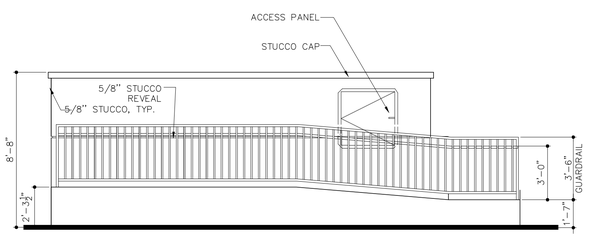
1 FRONT ELEVATION COMPACTOR 1

SCALE: 1/4"=1'-0"



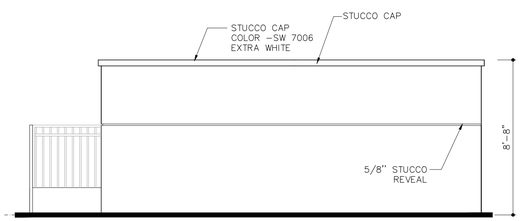
3 REAR ELEVATION COMPACTOR 1

SCALE: 1/4"=1'-0"



2 RIGHT SIDE ELEVATION COMPACTOR 1

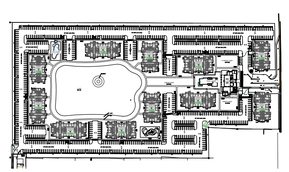
SCALE: 1/4"=1'-0"



4 LEFT SIDE ELEVATION COMPACTOR 1

SCALE: 1/4"=1'-0"

DUMPSTER / RECYCLE ENCLOSURE



KEY PLAN
N.T.S.

NORTH

SITE PLAN RESUBMITTAL 03/29/2021

BY

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 275-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

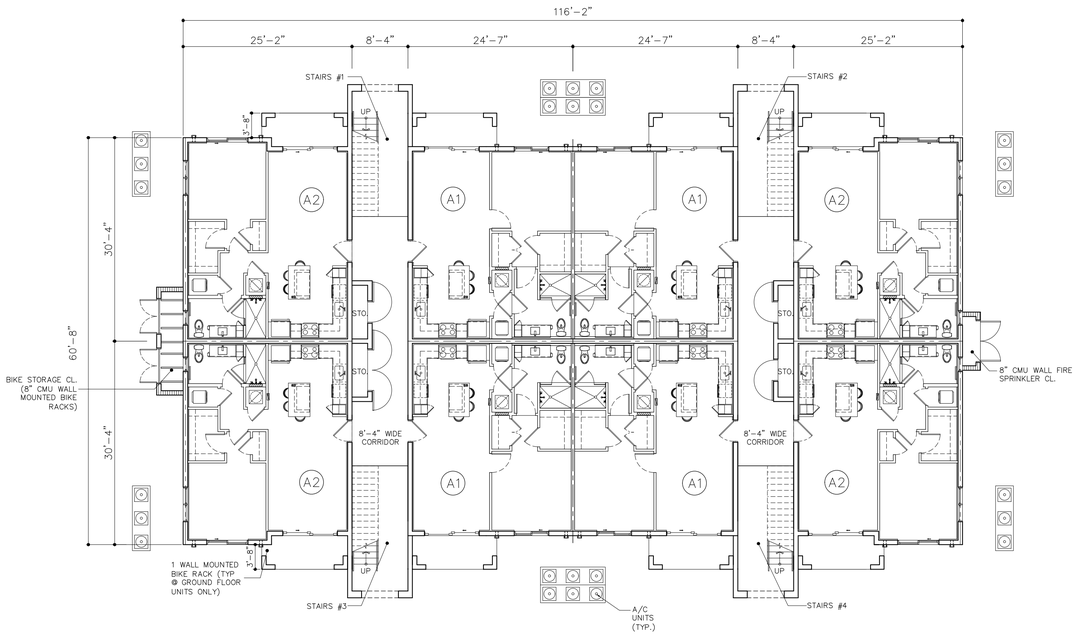
ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

COPYRIGHT © 2019 MSA ARCHITECTS, AIA
THESE DRAWINGS AND ARCHITECTURAL CONCEPTS AND PLANS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

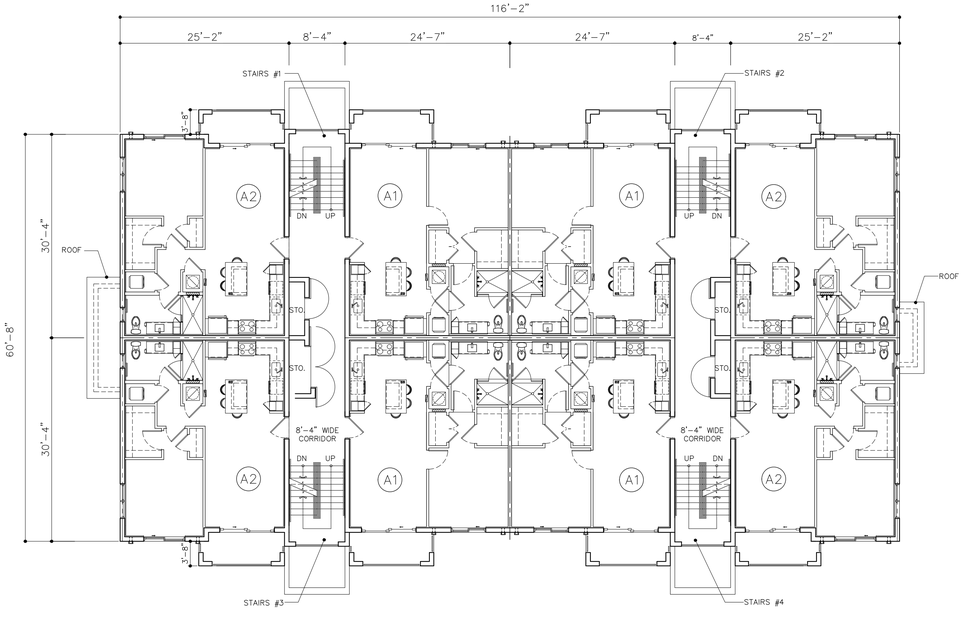
DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ

SHEET TITLE:
DUMPSTER / RECYCLE

SHEET NUMBER:
A-0.2



LEVEL 1
8 UNITS



LEVEL 2
8 UNITS

BUILDING TYPE I FLOOR PLANS

3 STORIES
24 UNITS–PER BLDG

SCALE: 3/32" = 1'-0"

SITE PLAN RESUBMITTAL 03/29/2021

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

BY

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 275-9911

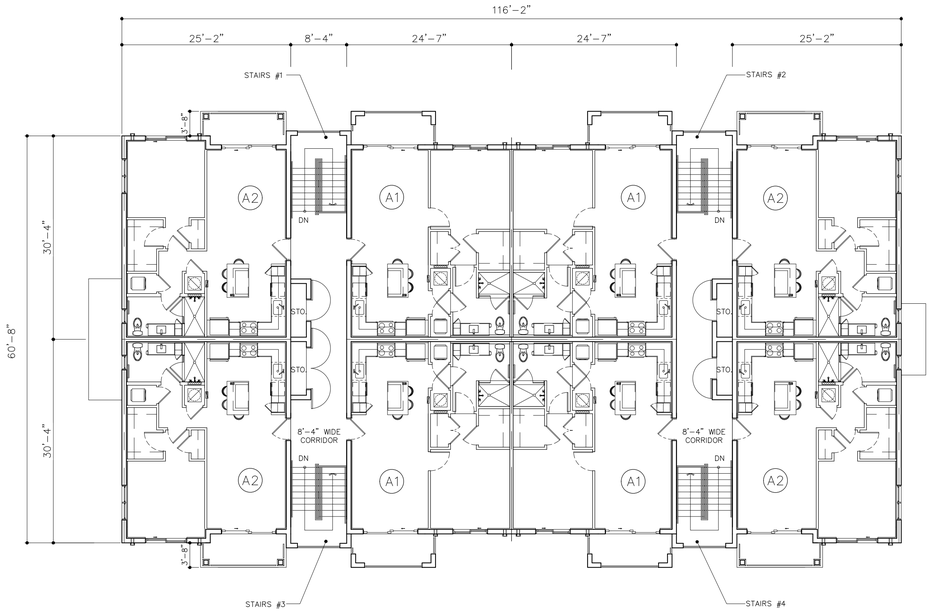
MSA ARCHITECTS
ARCHITECTURE & PLANNING

COPYRIGHT @ 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND ALL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT; THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ

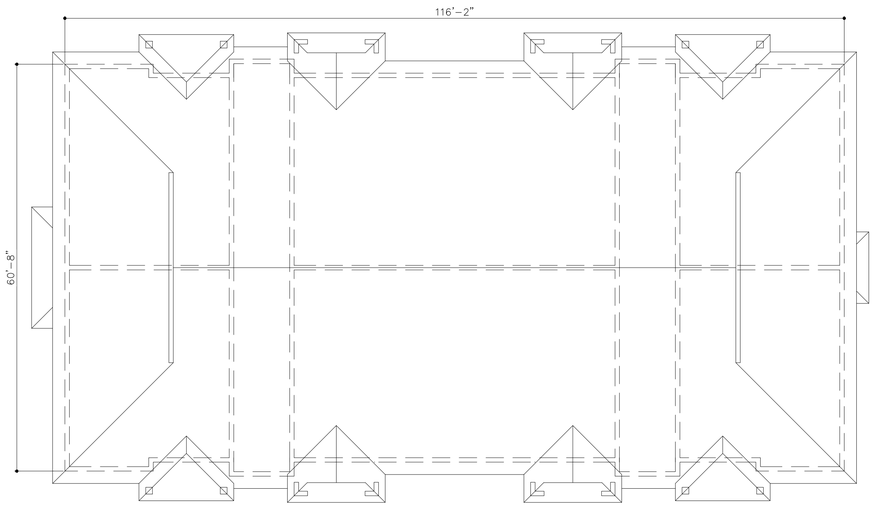
SHEET TITLE:
BUILDING TYPE I

SHEET NUMBER:
A-2.1.1



LEVEL 3

8 UNITS



ROOF

BUILDING TYPE I FLOOR PLANS

3 STORIES
24 UNITS-PER BLDG

SCALE: 3/32" = 1'-0"

SITE PLAN RESUBMITTAL 03/29/2021

BY

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

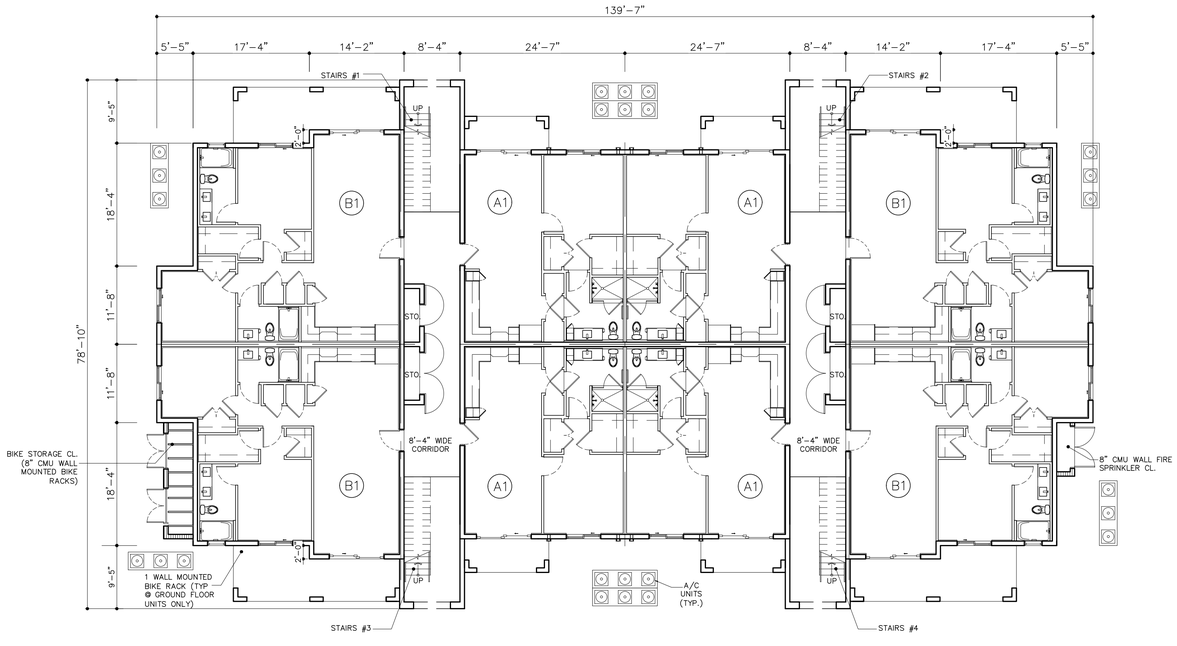
ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

COPYRIGHT ©2018 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

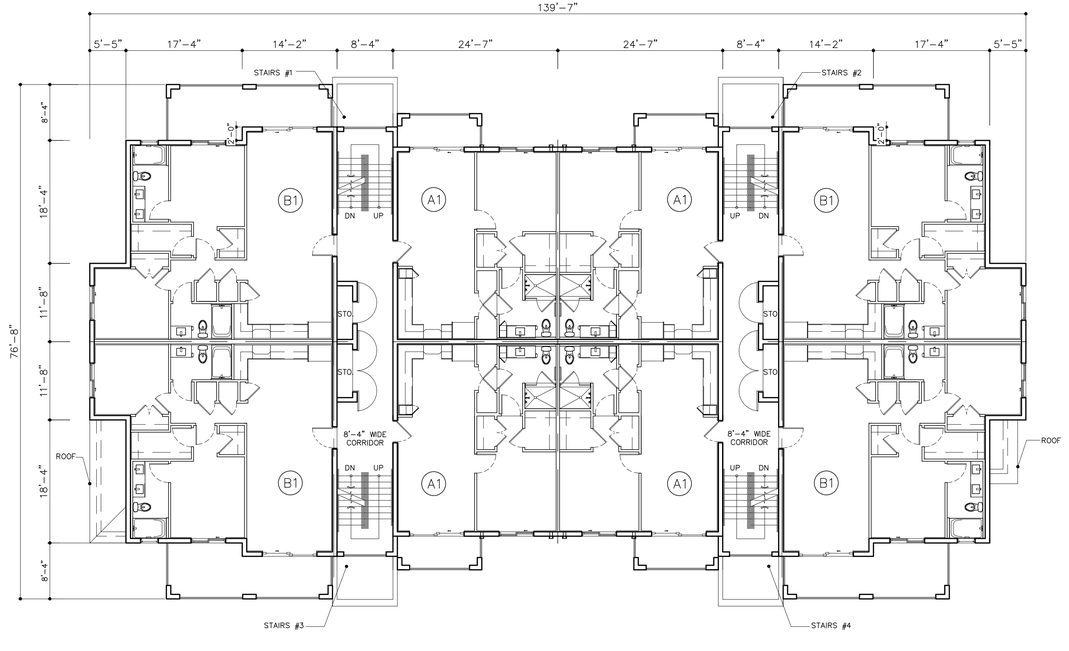
DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ

SHEET TITLE:
BUILDING TYPE I

SHEET NUMBER:
A-2.1.2



LEVEL 1
8 UNITS



LEVEL 2
8 UNITS

BUILDING TYPE II FLOOR PLANS
3 STORIES
24 UNITS-PER BLDG
SCALE: 3/32" = 1'-0"

SITE PLAN RESUBMITTAL 03/29/2021

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1701
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

COPYRIGHT @ 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

PALM SPRINGS RESIDENCES
FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

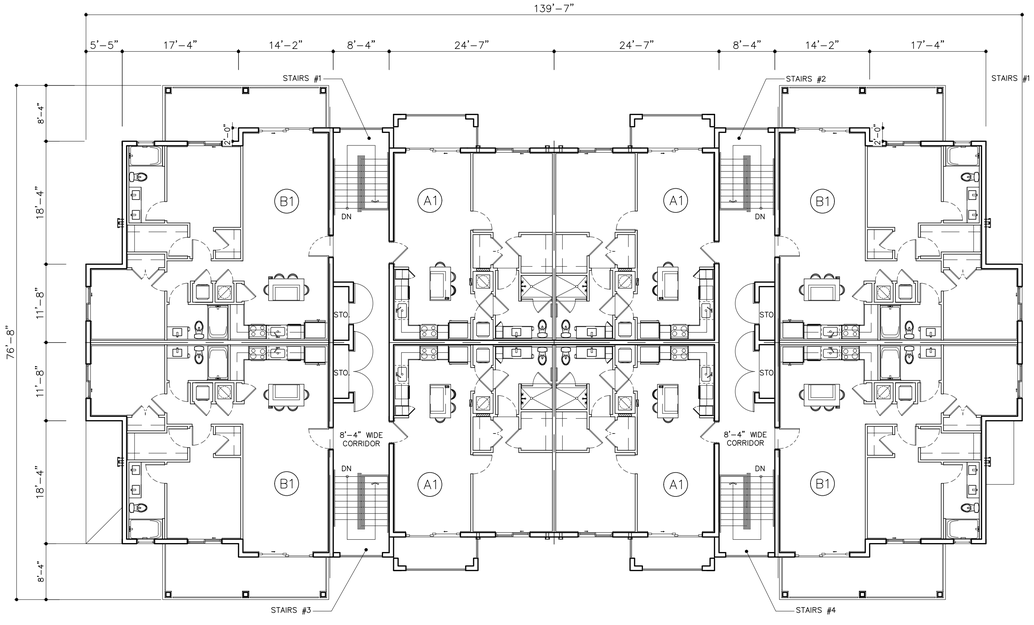
BEATRIZ M. HERNANDEZ
AR0094576

BY

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ

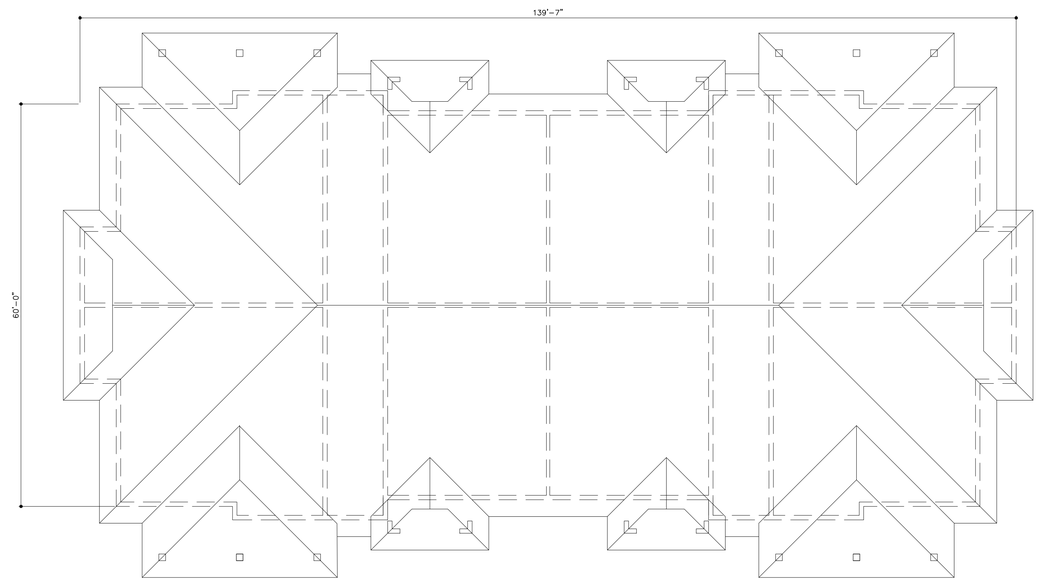
SHEET TITLE:
BUILDING TYPE II

SHEET NUMBER:
A-2.2.1



LEVEL 3

8 UNITS



ROOF

BUILDING TYPE II

3 STORIES
24 UNITS–PER BLDG

SCALE: 3/32" = 1'-0"

SITE PLAN RESUBMITTAL 03/29/2021

BY

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

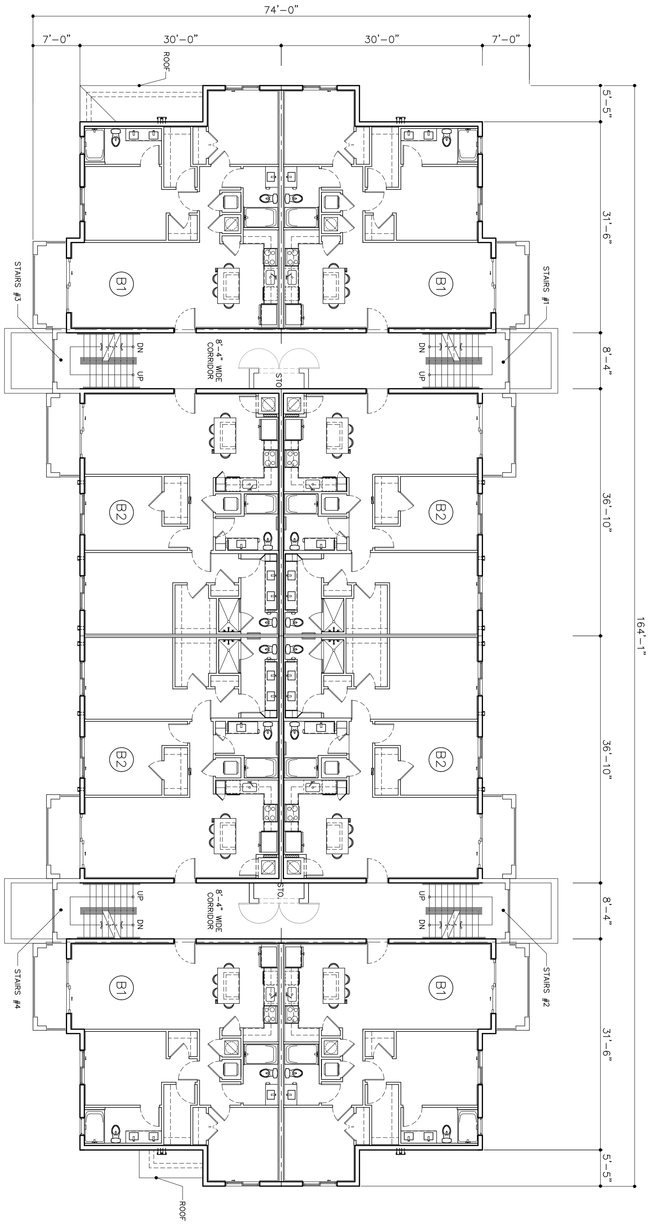
MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 272-9911

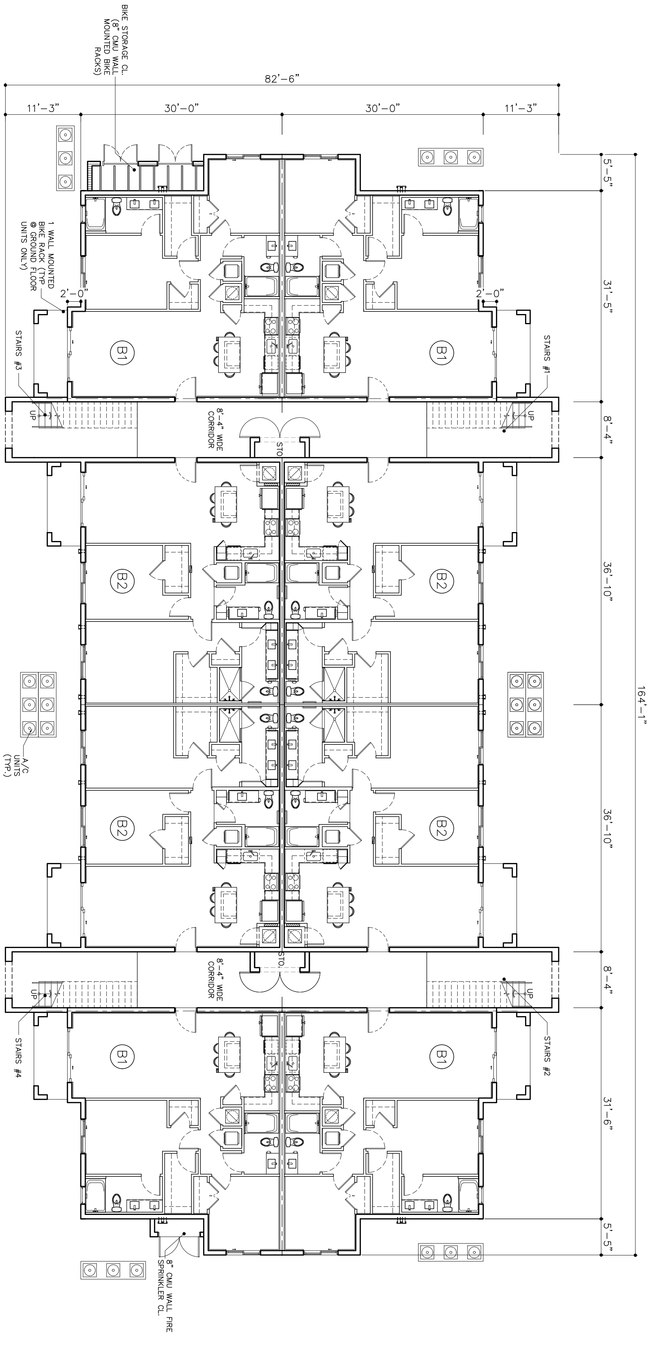
MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633, FLORIDA STATUTES.

COPYRIGHT © 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ
SHEET TITLE:	BUILDING TYPE II
SHEET NUMBER:	A-2.2.2





LEVEL 2
8 UNITS

LEVEL 1
8 UNITS

BUILDING TYPE III FLOOR PLANS
3 STORIES
24 UNITS-PER BLDG

SCALE: 3/32" = 1'-0"

SITE PLAN RESUBMITTAL 03/29/2021

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS
ARCHITECTURE & PLANNING

MSA ARCHITECTS, INC.
AAC000895

8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

BEATRIZ M. HERNANDEZ
AR0094576

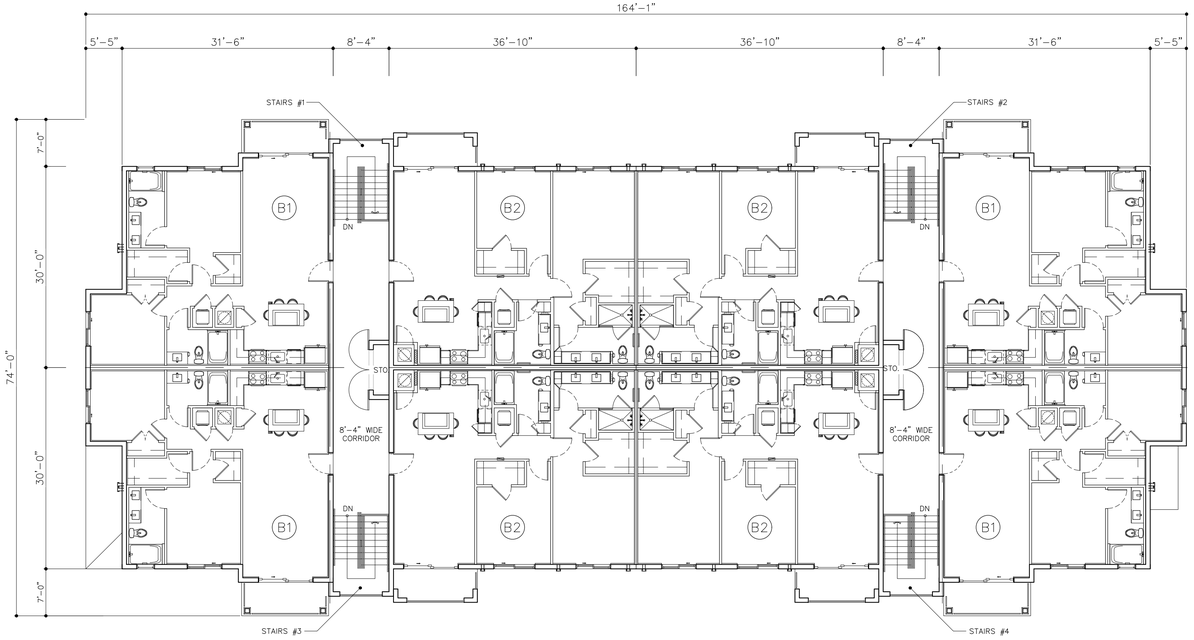
PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

COPYRIGHT © 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

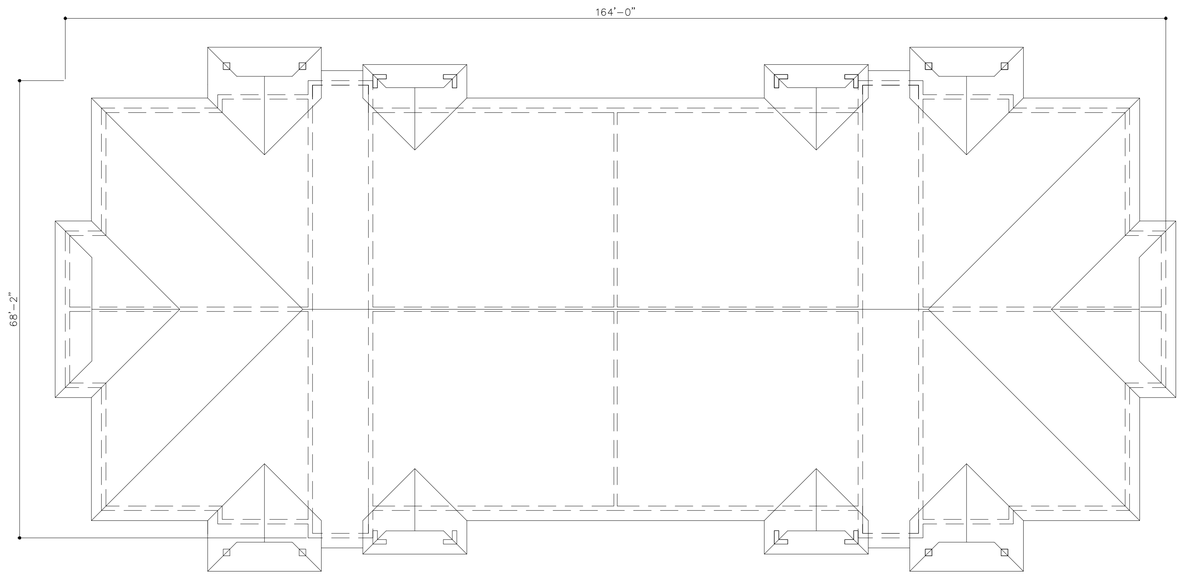
BY

DRAWN
DATE: 01/22/2021
SCALE: AS SHOWN
JOB NO. 1857.PRJ
SHEET TITLE: BUILDING TYPE III
SHEET NUMBER: A-2.3.1



LEVEL 3

8 UNITS



ROOF

BUILDING TYPE III FLOOR PLANS

3 STORIES
24 UNITS-PER BLDG

SCALE: 3/32" = 1'-0"

SITE PLAN RESUBMITTAL 03/29/2021

BY

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

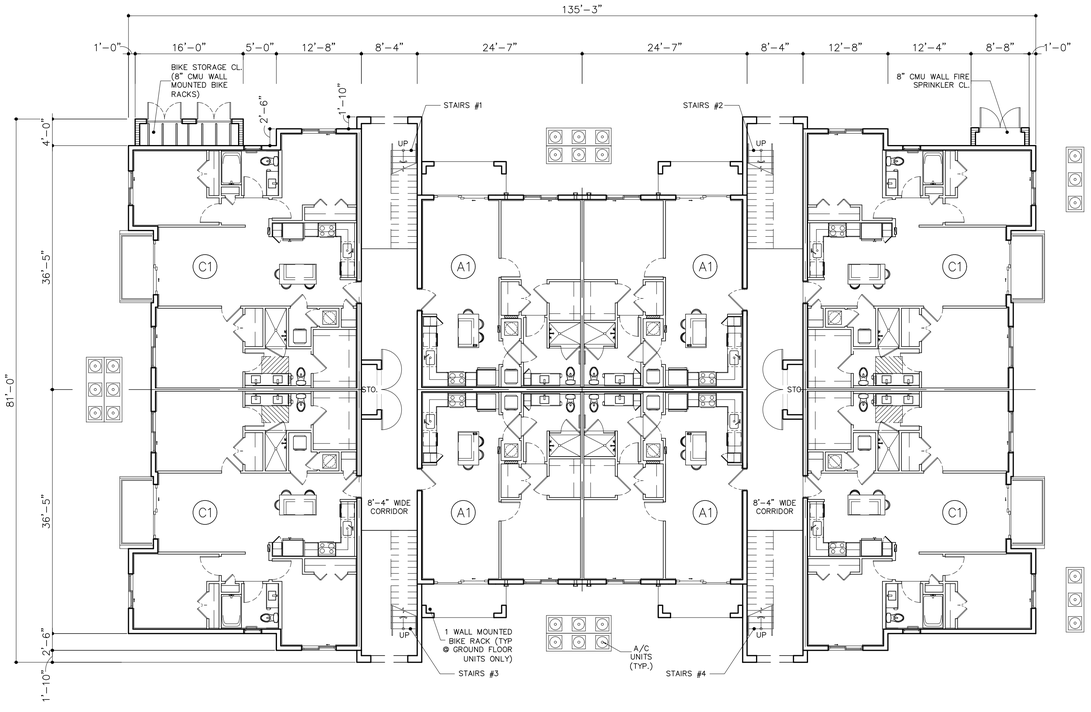
MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

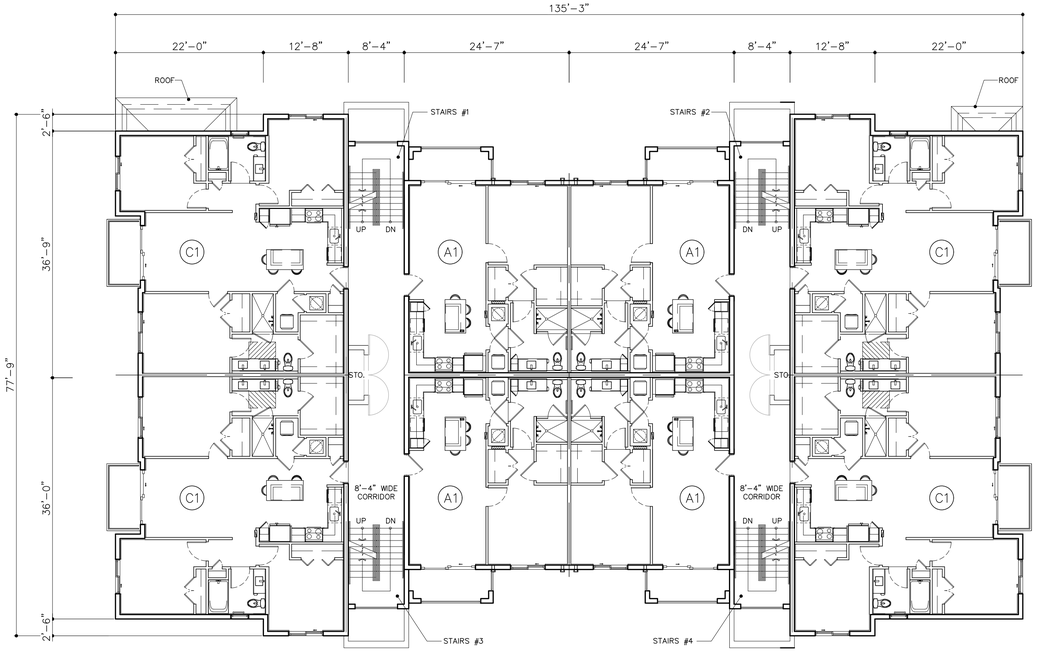
ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

COPYRIGHT @ 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ
SHEET TITLE:	BUILDING TYPE III
SHEET NUMBER:	A-2.3.2



LEVEL 1
8 UNITS



LEVEL 2
8 UNITS

BUILDING TYPE IV FLOOR PLANS
3 STORIES
24 UNITS-PER BLDG

SCALE: 3/32" = 1'-0"

SITE PLAN RESUBMITTAL 03/29/2021

ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1510
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTURE & PLANNING

COPYRIGHT @ 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

PALM SPRINGS RESIDENCES
FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

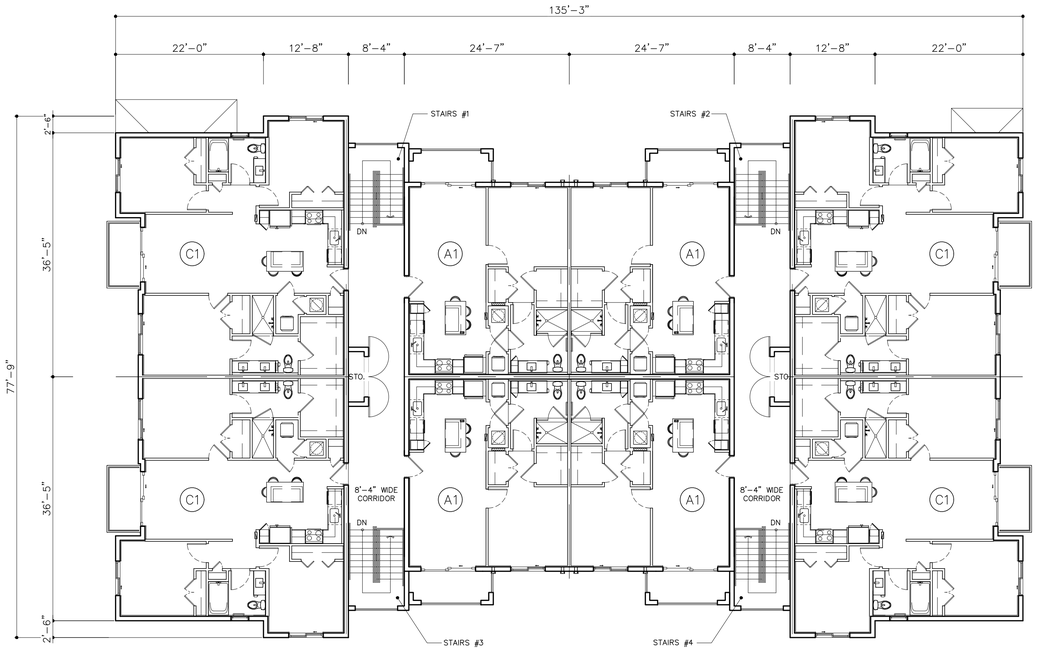
BEATRIZ M. HERNANDEZ
AR0094576

BY

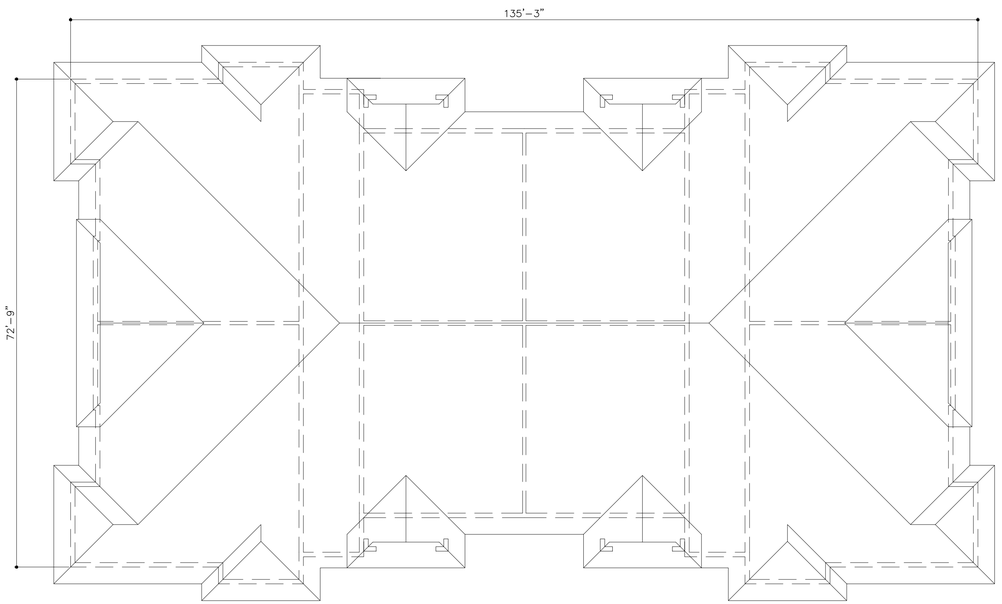
DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ

SHEET TITLE:
BUILDING TYPE IV

SHEET NUMBER:
A-2.4.1



LEVEL 3
8 UNITS



ROOF

BUILDING TYPE IV FLOOR PLANS
3 STORIES
24 UNITS–PER BLDG
SCALE: 3/32" = 1'-0"

SITE PLAN RESUBMITTAL 03/29/2021

BY

PALM SPRINGS RESIDENCES
FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

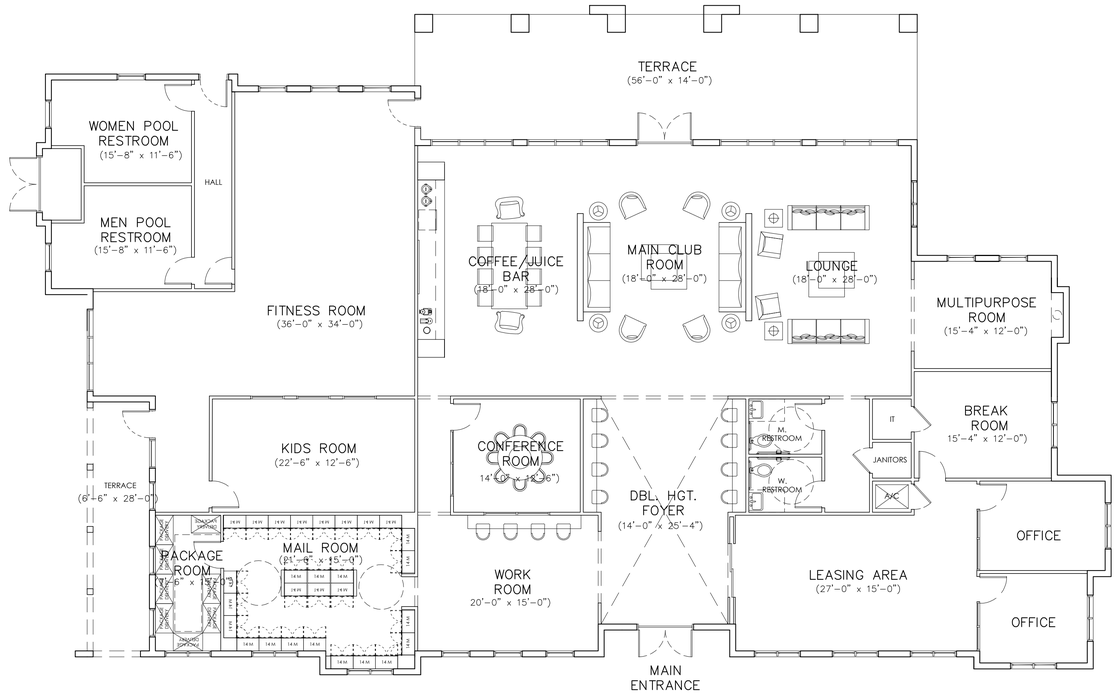
MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

COPYRIGHT © 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING, AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ
SHEET TITLE:	BUILDING TYPE IV
SHEET NUMBER:	A-2.4.2



CLUB HOUSE FLOOR PLAN

A/C AREA= 6,056 SF
PAVILLION/TERRACE= 952 SF
TOTAL AREA = 7,008 SF

SCALE: 1/8" = 1'-0"



CLUB HOUSE ELEVATION

SCALE: 1/8" = 1'-0"

CLUB HOUSE

SITE PLAN RESUBMITTAL 03/29/2021

BY

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 275-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

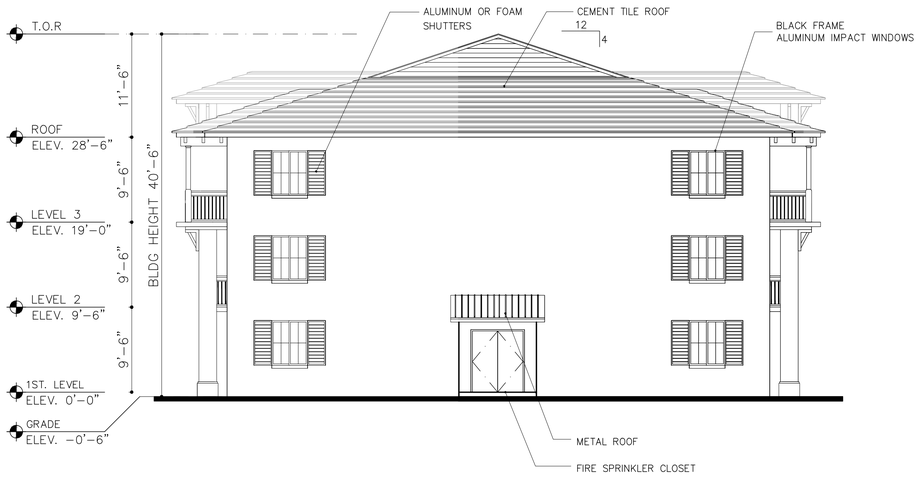
COPYRIGHT © 2018 MSA ARCHITECTS, INC. ALL RIGHTS RESERVED. THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE, FOR REPRODUCTION, CONSTRUCTION, AND DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ
SHEET TITLE:	CLUB HOUSE
SHEET NUMBER:	CH-2.1



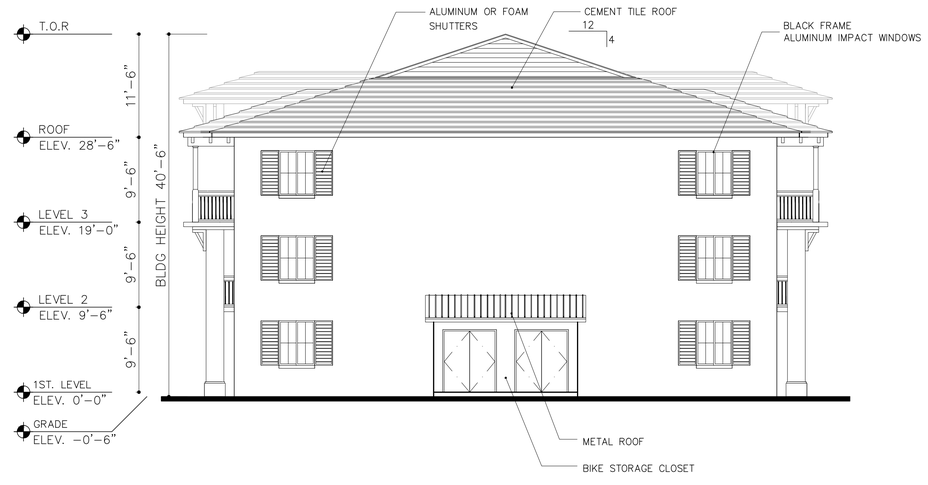
1 FRONT / REAR ELEVATION

SCALE: 1/8"=1'-0"



2 SIDE ELEVATION

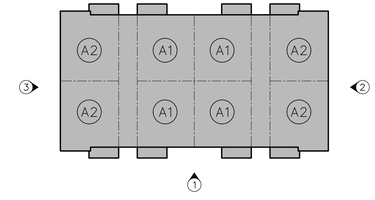
SCALE: 1/8"=1'-0"



3 SIDE ELEVATION

SCALE: 1/8"=1'-0"

NOTE:
ELEV. 0'-0" = +13.7' NGVD
+12.2' NAVD



KEY PLAN

N.T.S.

NORTH

SITE PLAN RESUBMITTAL 03/29/2021

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

BY

MSA ARCHITECTS, INC.
AA0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633, FLORIDA STATUTES.

COPYRIGHT © 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE, FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ

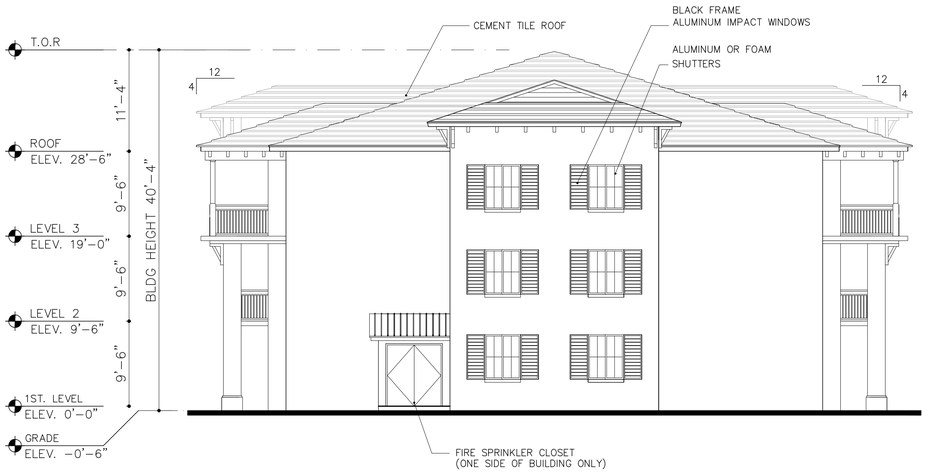
SHEET TITLE:
BUILDING TYPE I
-
BUILDING ELEVATIONS

SHEET NUMBER:
A-3.1.1



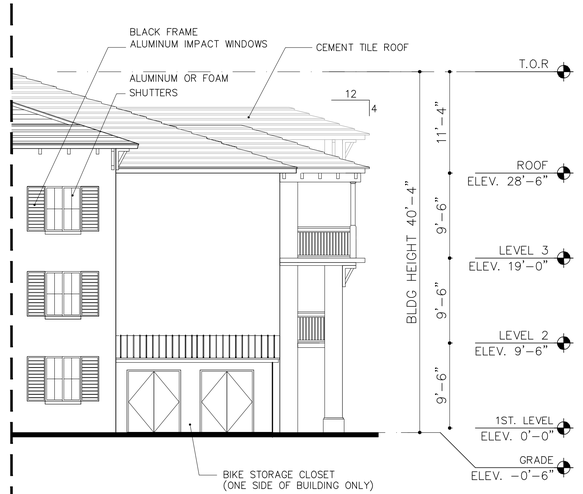
1 FRONT/REAR ELEVATION

SCALE: 1/8"=1'-0"



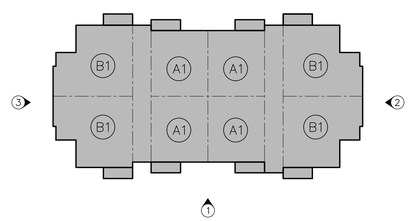
2 SIDE ELEVATION

SCALE: 1/8"=1'-0"



3 PARTIAL SIDE ELEVATION

SCALE: 1/8"=1'-0"



KEY PLAN

N.T.S.

NORTH

NOTE:
ELEV. 0'-0" = +13.7' NGVD
+12.2' NAVD

SITE PLAN RESUBMITTAL 03/29/2021

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

BY

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTURE & PLANNING

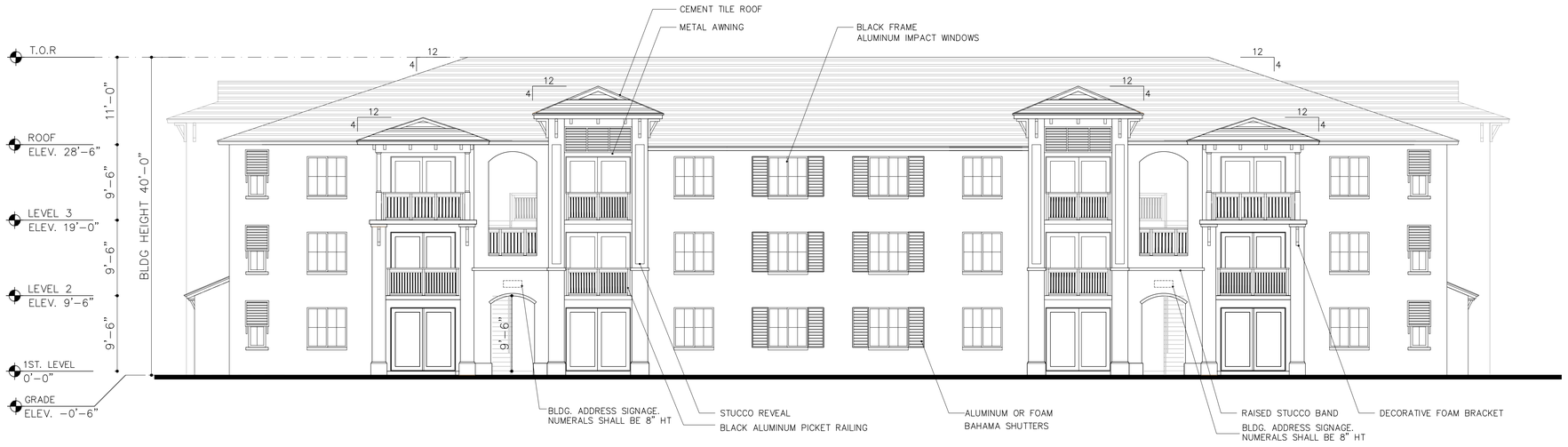
ARCHITECT'S BUILDING CODE STATEMENT/ TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

COPYRIGHT © 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ

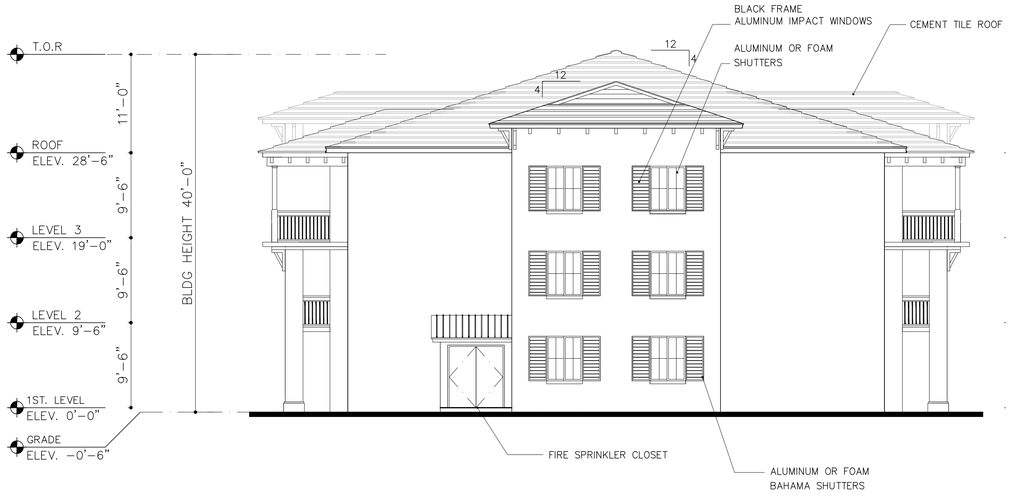
SHEET TITLE:
BUILDING TYPE II
-
BUILDING ELEVATIONS

SHEET NUMBER:
A-3.2.1



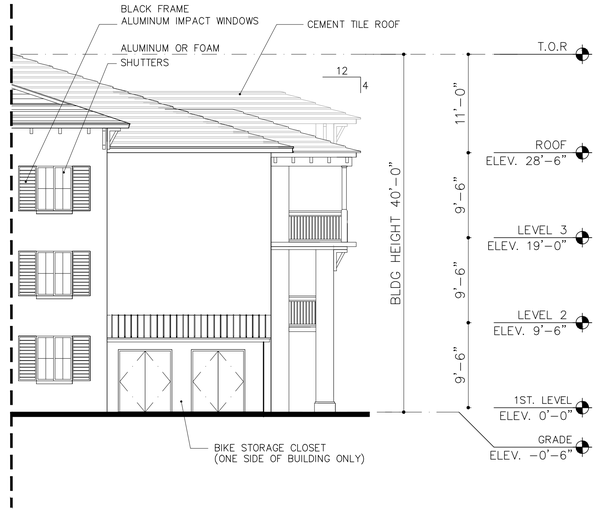
1 FRONT / REAR ELEVATION

SCALE: 1/8"=1'-0"



2 SIDE ELEVATION

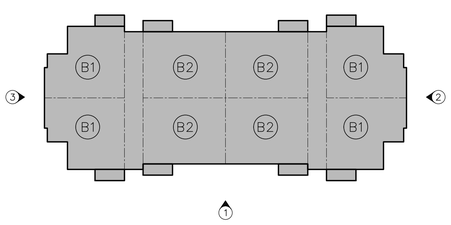
SCALE: 1/8"=1'-0"



3 PARTIAL SIDE ELEVATION

SCALE: 1/8"=1'-0"

NOTE:
ELEV. 0'-0" = +13.7' NGVD
+12.2' NAVD



KEY PLAN

N.T.S.

NORTH

SITE PLAN RESUBMITTAL 03/29/2021

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

MSA ARCHITECTS, INC.
AAC0000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

COPYRIGHT @ 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

BY

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ

SHEET TITLE:
BUILDING TYPE III
-
BUILDING ELEVATIONS

SHEET NUMBER:
A-3.3.1



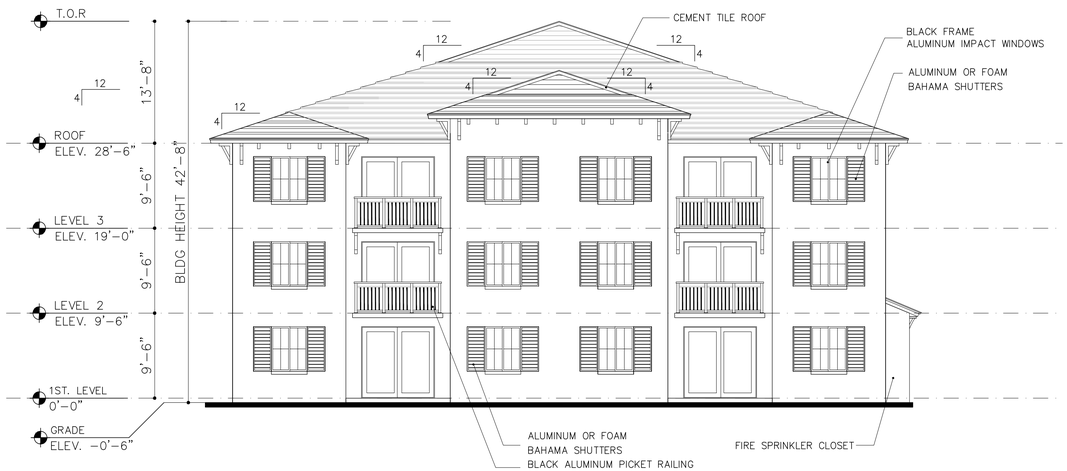
1 FRONT ELEVATION

SCALE: 1/8"=1'-0"



2 REAR ELEVATION

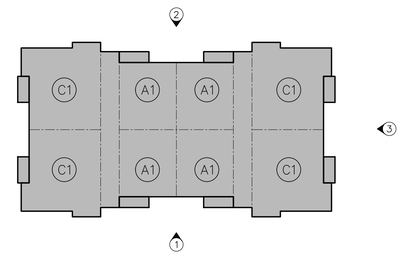
SCALE: 1/8"=1'-0"



3 SIDE ELEVATION

SCALE: 1/8"=1'-0"

NOTE:
ELEV. 0'-0" = +13.7' NGVD
+12.2' NAVD



KEY PLAN

N.T.S.

NORTH

SITE PLAN RESUBMITTAL 03/29/2021

	BY

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1451
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

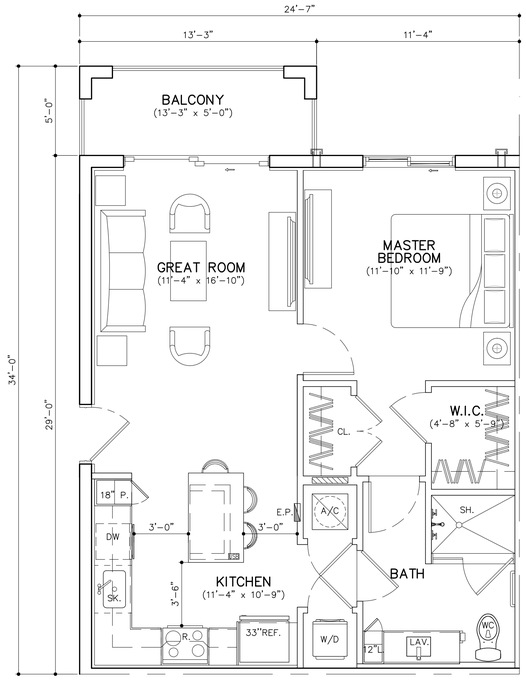
ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

COPYRIGHT @ 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ

SHEET TITLE:
BUILDING TYPE IV
-
BUILDING
ELEVATIONS

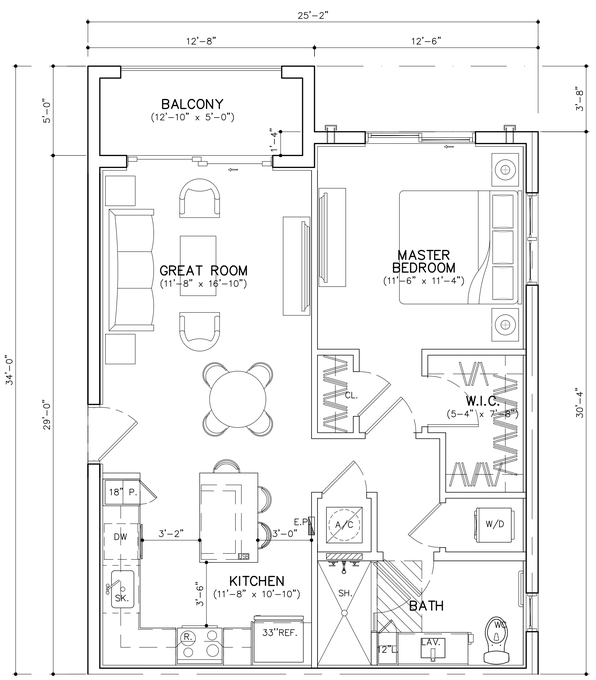
SHEET NUMBER:
A-3.4.1



UNIT A1

(1 BD/1 BTH)

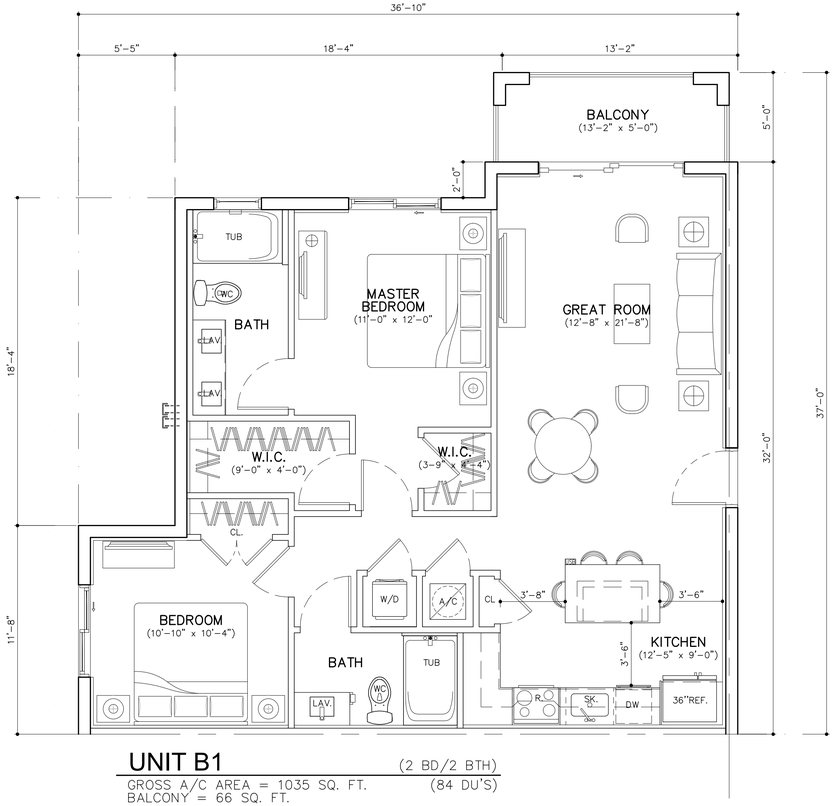
GROSS A/C AREA = 710 SQ. FT. (36 DU'S)
BALCONY = 66 SQ. FT.



UNIT A2

(1 BD/1 BTH)

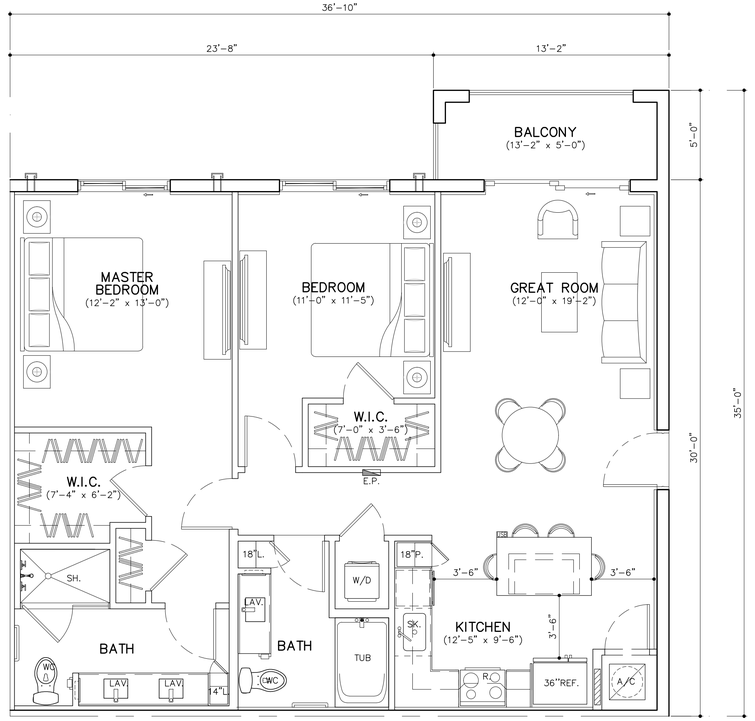
GROSS A/C AREA = 750 SQ. FT. (48 DU'S)
BALCONY = 62 SQ. FT.



UNIT B1

(2 BD/2 BTH)

GROSS A/C AREA = 1035 SQ. FT. (84 DU'S)
BALCONY = 66 SQ. FT.



UNIT B2

(2 BD/2 BTH)

GROSS A/C AREA = 1110 SQ. FT. (48 DU'S)
BALCONY = 66 SQ. FT.

UNIT PLANS

SCALE: 1/4"=1'-0"

SITE PLAN RESUBMITTAL 03/29/2021

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

COPYRIGHT © 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

	BY

PALM SPRINGS RESIDENCES

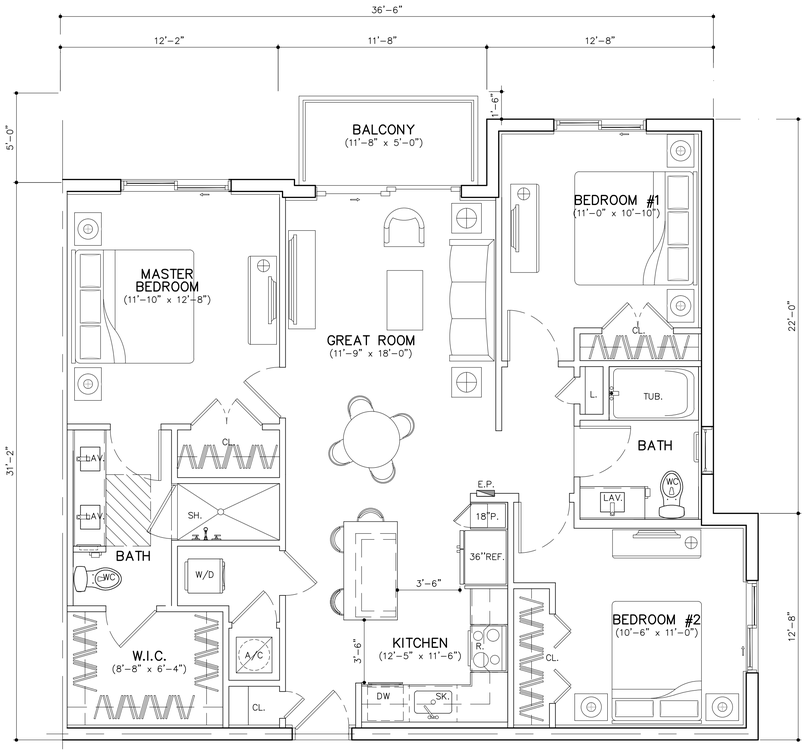
FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

MSA ARCHITECTS, INC.
AAC0000895
8950 SW 74th COURT
SUITE 1534
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ
SHEET TITLE:	UNIT PLANS
SHEET NUMBER:	A-4.1



UNIT C1 (3 BD/2 BTH)

GROSS A/C AREA = 1210 SQ. FT. (48 DU'S)
BALCONY = 59 SQ. FT.

UNIT MIX PER BUILDING TYPE

Unit Designation	Area	Bldg Types				# Units	% of Total	Leasable Area (NRSF)	Client's target
		Type I(3st)	Type II(3st)	Type III (3st)	Type IV(3st)				
1BD									
A1	710 sf	12	12	0	12	84	32%	59,640 sf	
A2	750 sf	12	0	0	0	12	5%	9,000 sf	
Sub-Total		**24 units**	**12 units**	**units**	**12 units**	**96 units**	**36%**	**68,640 sf**	***715 avg sf/du***
								715 avg sf/du	
2BD									
B1	1,035 sf	0	12	12	0	72	27%	74,520 sf	
B2	1,110 sf	0	0	12	0	48	18%	53,280 sf	
Sub-Total		**units**	**12 units**	**24 units**	**units**	**120 units**	**45%**	**127,800 sf**	***1,065 avg sf/du***
								1,065 avg sf/du	
3BD									
C1	1,210 sf	0	0	0	12	48	18%	58,080 sf	
Sub-Total		**units**	**units**	**units**	**12 units**	**48 units**	**18%**	**58,080 sf**	
								1,210 avg sf/du	***1,200 avg sf/du***
# of Unit/Bldg		24 units	24 units	24 units	24 units	264 units			
# of Bldgs		1 bldgs	2 bldgs	4 bldgs	4 bldgs	11 bldgs			
# Units Total		24 units	48 units	96 units	96 units	**264 units**	**100%**	**254,520 sf**	
								964 avg sf/du	

UNIT PLANS

SCALE: 1/4"=1'-0"

SITE PLAN RESUBMITTAL 03/29/2021

BY

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

MSA ARCHITECTS
ARCHITECTURE & PLANNING

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE, SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633, FLORIDA STATUTES.
COPYRIGHT © 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL, DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ
SHEET TITLE:	UNIT PLANS
SHEET NUMBER:	A-4.2

L-111

L-112

L-113

L-114

L-115

L-115

LAKE
(2.0 AC)

LINEAR PARK
(275'x65')

POOL COURT

CLUBHOUSE

GREEN

FOUNTAIN

20' L.M.E

5' PATH

CONGRESS AVE - SR807
(106' ROW, SPEED LIMIT 40, 6 LANES)

LILLIAN RD
(SPEED LIMIT: 35, 2 LANES)

INITIAL SITE PLAN SUBMITTAL

SCALE: 1"=50'-00"

0' 25' 50' 100' 150'

NORTH

KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

It's fast, it's free, it's the law.

Call 811 two business days
before digging

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 Lcc0002237
954-764-8858
TEL: Hugh@aalliance.net EMAIL:

HUGH F. JOHNSON
REGISTERED LANDSCAPE ARCHITECT
LA0000857
STATE OF FLORIDA

REV. 1 02-24-2021
REV. 2 03-30-2021
Revision Dates

PALM SPRINGS RESIDENCES

LAYOUT PLANS

PALM SPRINGS, FLORIDA

Sheet Description
LAYOUT
KEY PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-110
LAYOUT PLANS

811
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

DOG PARK
ALUMINUM FENCE
AND GATE
SEE DETAIL 01
ON SHEET L-504

DOG WASTE STATION
SEE DETAIL 02
ON SHEET L-505

BIKE RACKS
SEE DETAIL 02
ON SHEET L-504

TRASH RECEPTACLE
SEE DETAIL 03
ON SHEET L-504

BENCH
SEE DETAIL 04
ON SHEET L-504

WASH STATION
SEE DETAIL 01
ON SHEET L-505

DOG RAMP
SEE DETAIL 04
ON SHEET L-505

DOG HYDRANT
SEE DETAIL 03
ON SHEET L-505

4' WIDE
RUBBERIZED
TRACK SEE DETAIL
05 SHEET L-504

DOG PARK TIRE
SEE DETAIL 06
ON SHEET L-505

SYNTHETIC TURF
SEE DETAIL 05
ON SHEET L-505

DOG PARK
ALUMINUM FENCE
SEE DETAIL 01
ON SHEET L-504

BIKE RACKS
SEE DETAIL 02
ON SHEET L-504

DOG PARK

26' DRIVE AISLE (TYP.)

26' DRIVE AISLE (TYP.)

FOUNTAIN

MATCHLINE SEE SHEET L-113

MATCHLINE SEE SHEET L-112

INITIAL SITE PLAN SUBMITTAL

SCALE: 1"=20'-00"
0' 10' 20' 40' 60'

NORTH

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
TEL: 954-764-8858 EMAIL: HJohnson@aalla.net

HUGH F. JOHNSON
REGISTERED LANDSCAPE ARCHITECT
LA0000855
STATE OF FLORIDA

Revision Dates
REV. 2 03-30-2021

LAYOUT PLANS
PALM SPRINGS RESIDENCES
PALM SPRINGS, FLORIDA

Sheet Description
LAYOUT PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-111
LAYOUT PLANS

MATCHLINE SEE SHEET L-111

811
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days
before digging

LAKE
(2.0 AC)

20' L.M.E
5' PATH

BIKE RACKS
SEE DETAIL 02
ON SHEET L-504

BIKE RACKS
SEE DETAIL 02
ON SHEET L-504

6' HIGH WHITE PVC
OPAQUE VINYL FENCE

ALUMINUM FENCE
AND GATE
SEE DETAIL 01
ON SHEET L-504

6' HIGH WHITE PVC
OPAQUE VINYL FENCE

26' DRIVE AISLE (TYP.)

26' DRIVE AISLE (TYP.)

26' DRIVE AISLE (TYP.)

MATCHLINE SEE SHEET L-114

INITIAL SITE PLAN SUBMITTAL

SCALE: 1"=20'-00"
0' 10' 20' 40' 60'

NORTH

Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
TEL: 954-764-8858 EMAIL: HJohnson@aalandscape.net

HUGH F. JOHNSON
LA0000855
REGISTERED LANDSCAPE ARCHITECT
STATE OF FLORIDA

Revision Dates
REV. 2 03-30-2021

PALM SPRINGS RESIDENCES

LAYOUT PLANS
PALM SPRINGS, FLORIDA

Sheet Description
LAYOUT PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-112
LAYOUT PLANS

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

It's fast, it's free, it's the law.

Call 811 two business days before digging

MATCHLINE SEE SHEET L-111

MATCHLINE SEE SHEET L-115

26' DRIVE AISLE (TYP.)

26' DRIVE AISLE (TYP.)

26' DRIVE AISLE (TYP.)

BIKE RACKS SEE DETAIL 02 ON SHEET L-504

BIKE RACKS SEE DETAIL 02 ON SHEET L-504

ALUMINUM FENCE AND GATE SEE DETAIL 01 ON SHEET L-504

POOL DECK SHOWER SEE DETAIL 07 ON SHEET L-501

POOL SEAT SEE DETAIL 03 ON SHEET L-501

POOL DECK ALUMINUM FENCE AND GATE SEE DETAIL 01 ON SHEET L-503

CABANA SEE DETAIL 01 ON SHEET L-502

POOL DECK PAVER SEE DETAIL 01 ON SHEET L-501

FIRE TABLE SEE DETAIL 02 ON SHEET L-502

BIKE RACKS SEE DETAIL 02 ON SHEET L-504

OUTDOOR KITCHEN SEE DETAIL 01 ON SHEET L-503

BIKE RACKS SEE DETAIL 02 ON SHEET L-504

POOL STEPS SEE DETAIL 06 ON SHEET L-501

FITNESS LAWN

POOL COURT

MATCHLINE SEE SHEET L-114

SCALE: 1"=20'-00"

0' 10' 20' 40' 60'

NORTH

INITIAL SITE PLAN SUBMITTAL

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
TEL: 954-764-8858 EMAIL: HJohnson@aalla.net

REGISTERED LANDSCAPE ARCHITECT HUGH F. JOHNSON LA0000855 STATE OF FLORIDA

HUGH F. JOHNSON LA0000855

REV. 2 03-30-2021

Revision Dates

LAYOUT PLANS

PALM SPRINGS RESIDENCES

PALM SPRINGS, FLORIDA

Sheet Description: LAYOUT PLAN

Release Date: 01-22-21

Project Number: 2105

Drawing Number: L-113

LAYOUT PLANS

MATCHLINE SEE SHEET L-113

LINEAR PARK

(275'X62')

POOL COURT

CLUBHOUSE

GREEN

BIKE RACKS
SEE DETAIL 02
ON SHEET L-504

POOL DECK PLANTER
SEE DETAIL 08
ON SHEET L-501

CABANAS
SEE DETAIL 01
ON SHEET L-502

POOL STEPS
SEE DETAIL 06
ON SHEET L-501

POOL DECK FENCE
AND GATE
SEE DETAIL 01
ON SHEET L-503

POOL DECK PLANTER
SEE DETAIL 08
ON SHEET L-501

POOL GUTTER
SEE DETAIL 02
ON SHEET L-501

ALUMINUM FENCE
AND GATE
SEE DETAIL 01
ON SHEET L-504

BIKE RACKS
SEE DETAIL 02
ON SHEET L-504

26' DRIVE AISLE (TYP.)

BENCH
SEE DETAIL 04
ON SHEET L-504

TOT LOT FENCE
AND GATE
SEE DETAIL 01
ON SHEET L-504

TRASH RECEPTACLE
SEE DETAIL 03
ON SHEET L-504

SYNTHETIC TURF
SEE DETAIL 05
ON SHEET L-505

TOT LOT PLAY
SURFACE
SEE DETAIL 05
ON SHEET L-504

TOT LOT PLAY
STRUCTURE
SEE DETAIL 06
ON SHEET L-504

BIKE RACKS
SEE DETAIL 02
ON SHEET L-504

26' DRIVE

6' HIGH WHITE PVC
OPAQUE VINYL FENCE

MATCHLINE SEE SHEET L-112

MATCHLINE SEE SHEET L-115

811 KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days
before digging

SCALE: 1"=20'-00"

0' 10' 20' 40' 60'

NORTH

INITIAL SITE PLAN SUBMITTAL

Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
EMAIL:
HJohnson@aalliance.net

REGISTERED LANDSCAPE ARCHITECT
HUGH F. JOHNSON
LA0000855
STATE OF FLORIDA

Revision Dates
REV. 1 02-24-2021
REV. 2 03-30-2021

LAYOUT PLANS

PALM SPRINGS RESIDENCES

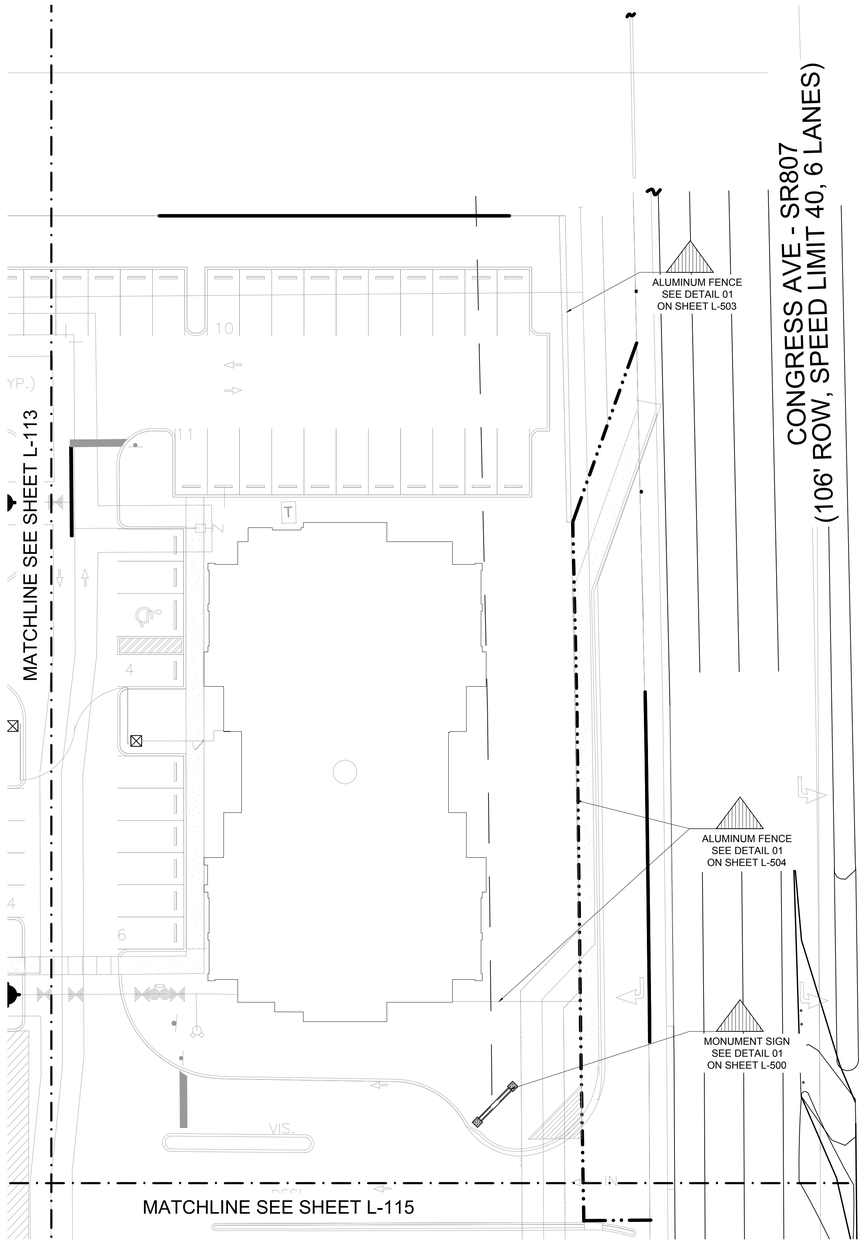
PALM SPRINGS, FLORIDA

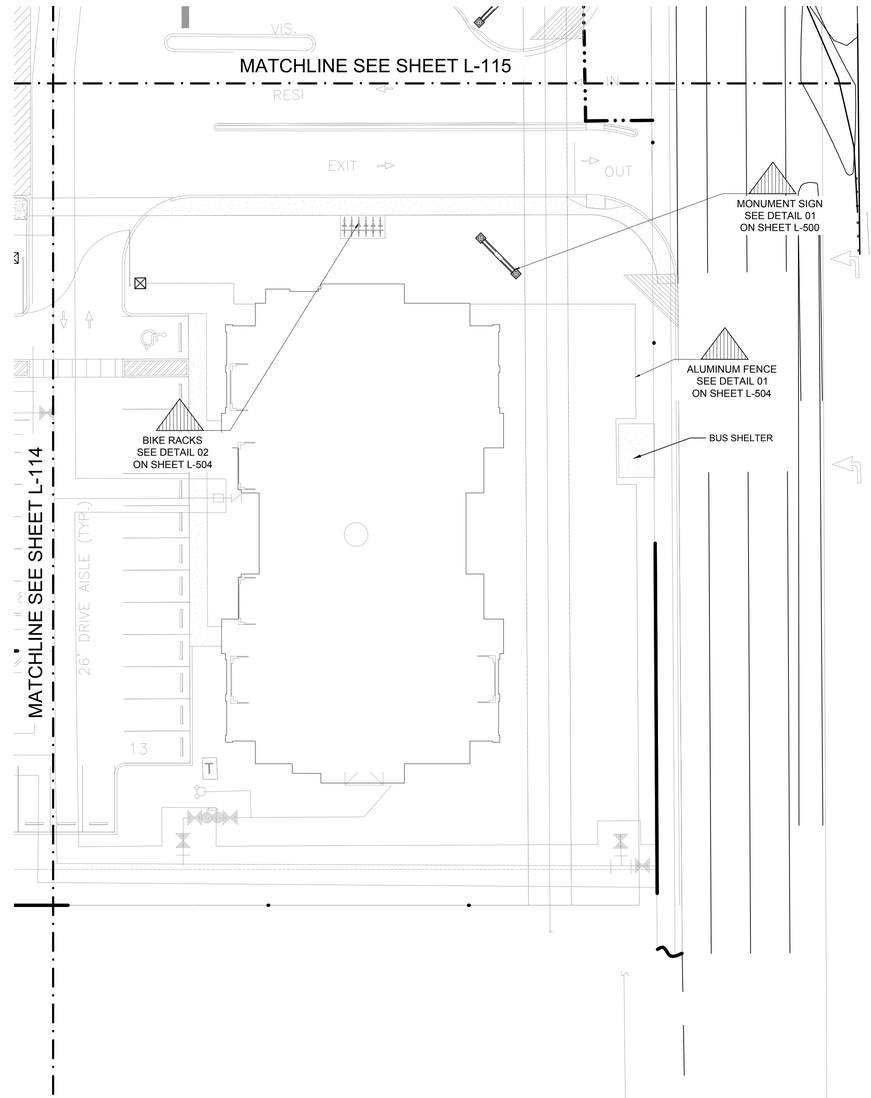
Sheet Description
LAYOUT PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-114
LAYOUT PLANS





811 KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days
before digging

INITIAL SITE PLAN SUBMITTAL

SCALE: 1"=20'-00"
0' 10' 20' 40' 60'

NORTH

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
TEL: 954-764-8858 EMAIL: HJohnson@aalla.com

HUGH F. JOHNSON
REGISTERED LANDSCAPE ARCHITECT
No. 0667
LA0000855
STATE OF FLORIDA

Revision Dates
REV. 1 02-24-2021
REV. 2 03-30-2021

PALM SPRINGS RESIDENCES

LAYOUT PLANS
PALM SPRINGS, FLORIDA

Sheet Description
LAYOUT PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-115
LAYOUT PLANS

TREE DISPOSITION LEGEND

- TREES/PALMS TO REMAIN
- TREES/PALMS TO BE RELOCATED
- TREES/PALMS TO BE REMOVED

L.W.D.D. L-8 CANAL

N88°07'37"W 1270.23'

LAKESIDE VILLAGE U/R

1 STORY BUILDING #2085-B

SEE BUILDING FOOTPRINT A #2085-A

SEE BUILDING FOOTPRINT C

SEE DETAIL A

SEE DETAIL B

SEE DETAIL C

SEE DETAIL D

SEE DETAIL E

BLOCK A

BLOCK 1

LAKESIDE VILLAGE U/R

LOT 9 LAKESIDE VILLAGE PLAT 3A U/R

S88°07'28"E 862.34'

S88°07'28"E 200.00'

S85°07'43"E 136.48' 136.39'(D)

N01°02'47"E 145.34'

N01°32'26"E 238.61' 201.00'

S01°35'30"W 105.00'

N88°07'28"W 1.12'

S88°07'28"E 77.00' S89°58'20"W(D)

N89°58'20"E 77.52'(D)

385.00'(D)

939.9'(D)

1324.9'(D)

△=01°18'50"
A=261.62'
R=11409.2
C.B.=S00°5

60' SERVICE STA
80' DRIVE-IN BU
80' SERVICE STA
75' ALL OTHER
50' OTHER CONS
CULVERTS, BRIDG

KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

It's fast, it's free, it's the law.

Call 811 two business days before digging

SCALE: 1"=50'-00"

0' 25' 50' 100' 150'

NORTH

INITIAL SITE PLAN SUBMITTAL

Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
TEL: H.J.O.H.A.R.C.H.A.I.L.E.M.A.I.L:

REGISTERED LANDSCAPE ARCHITECT H. J. F. JOHNSON LA0000855 STATE OF FLORIDA

Revision Dates

03-30-2021

PALM SPRINGS RESIDENCES

TREE DISPOSITION PLAN

PALM SPRINGS, FLORIDA

Sheet Description
TREE DISPOSITION PLAN

Release Date
01-22-21

Project Number
2105

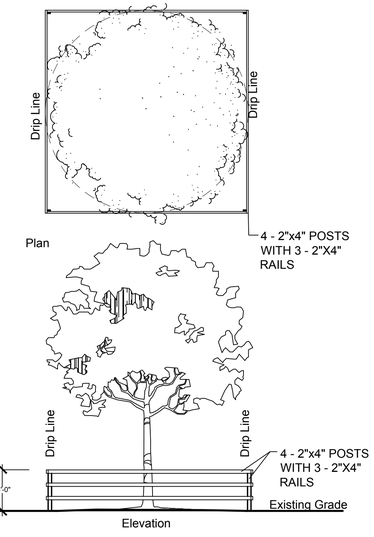
Drawing Number
L-200
TREE DISPOSITION

PALM SPRINGS RESIDENCES										
Tree Survey		7/17/2019								
#	Scientific Name	Common Name	DBH (in.)	Height (ft.)	Spread (ft.)	Canopy (s.f.)	Condition	Disposition	Native	Remarks
1526	*Wodyetia bifurcata*	Foxtail Palm	10	20	8		60%	Remove		
1527	*Wodyetia bifurcata*	Foxtail Palm	10	20	8		60%	Remove		
1528	*Wodyetia bifurcata*	Foxtail Palm	10	20	8		60%	Remove		
1529	*Wodyetia bifurcata*	Foxtail Palm	10	20	8		60%	Remove		
1530	*Wodyetia bifurcata*	Foxtail Palm	10	20	8		60%	Remove		
1531	*Wodyetia bifurcata*	Foxtail Palm	10	20	8		60%	Remove		
1532	*Wodyetia bifurcata*	Foxtail Palm	10	20	8		60%	Remove		
1533	*Roystonea regia*	Royal Palm	16	25	12		80%	Remove	X	
1534	*Roystonea regia*	Royal Palm	16	25	12		80%	Remove	X	
1535	*Roystonea regia*	Royal Palm	16	25	12		80%	Remove	X	
1536	*Roystonea regia*	Royal Palm	16	25	12		80%	Remove	X	
1537	*Roystonea regia*	Royal Palm	16	25	12		80%	Remove	X	
1538	*Wodyetia bifurcata*	Foxtail Palm	5	14	2		10%	Remove		
1538a	*Wodyetia bifurcata*	Foxtail Palm	6	15	4		40%	Remove		
1539	*Bismarckia nobilis*	Bismarck Palm	12	8	5		30%	Remove		
1540	*Bucida buseras*	Black Olive	20	30	40	1256	60%	Remove		
1541	*Sabal Palmetto*	Sabal Palm	9	15	8		50%	Remain	X	
1542	*Bucida buseras*	Black Olive	24	40	40	1256	65%	Remove		
1543	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1544	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1545	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1546	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1547	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1548	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remain	X	
1549	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1550	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1551	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1552	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1553	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1554	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1555	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1556	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remain	X	
1557	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remain	X	
1558	*Sabal Palmetto*	Sabal Palm	12	20	8		55%	Remove	X	
1559	*Quercus virginiana*	Southern Live Oak	5	16	12	113	65%	Remove	X	
1560	*Quercus virginiana*	Southern Live Oak	5	16	12	113	65%	Remove	X	
1561	*Roystonea regia*	Royal Palm	16	25	12		80%	Remove	X	
1562	*Roystonea regia*	Royal Palm	16	25	12		80%	Remove	X	
1563	*Sabal Palmetto*	Sabal Palm	9	12	9		50%	Remove	X	
1564	*Adonidia merrillii*	Christmas Palm	4	10	7		60%	Remove		
1565	*Adonidia merrillii*	Christmas Palm	8	10	7		60%	Remove		
1566	*Sabal Palmetto*	Sabal Palm	11	25	8		60%	Remove	X	
1567	*Sabal Palmetto*	Sabal Palm	11	25	8		60%	Remove	X	
1568	*Sabal Palmetto*	Sabal Palm	11	25	8		60%	Remove	X	
1569	*Sabal Palmetto*	Sabal Palm	11	25	8		60%	Remove	X	
1570	*Sabal Palmetto*	Sabal Palm	9	25	8		60%	Remove	X	
1571	*Sabal Palmetto*	Sabal Palm	9	25	8		60%	Remove	X	
1572	*Sabal Palmetto*	Sabal Palm	9	25	8		60%	Remove	X	
1573	*Sabal Palmetto*	Sabal Palm	9	25	8		60%	Remove	X	
1574	*Sabal Palmetto*	Sabal Palm	9	25	8		60%	Remove	X	
1575	*Sabal Palmetto*	Sabal Palm	9	25	8		60%	Remove	X	
1576	*Sabal Palmetto*	Sabal Palm	9	25	8		60%	Remove	X	
1577	*Sabal Palmetto*	Sabal Palm	9	25	8		60%	Remove	X	
1578	*Sabal Palmetto*	Sabal Palm	9	25	8		60%	Remove	X	
1579	*Sabal Palmetto*	Sabal Palm	9	25	8		60%	Remove	X	
1580	*Bucida buseras*	Black Olive	20	30	25	491	60%	Remove		
1581	*Bucida buseras*	Black Olive	20	35	30	707	60%	Remove		
1582	*Sabal Palmetto*	Sabal Palm	12	11	9		60%	Remove	X	
1583	*Sabal Palmetto*	Sabal Palm	12	11	9		60%	Remove	X	
1584	*Sabal Palmetto*	Sabal Palm	12	11	9		60%	Remove	X	
1585	*Sabal Palmetto*	Sabal Palm	12	11	9		60%	Remove	X	
1586	*Ficus benjamina*	Weeping Fig	18	20	12	113	35%	Remove		
1587	*Sabal Palmetto*	Sabal Palm	10	25	8		60%	Remove	X	
1588	*Sabal Palmetto*	Sabal Palm	10	25	8		60%	Remove	X	
1589	*Sabal Palmetto*	Sabal Palm	10	25	8		60%	Remove	X	
1590	*Sabal Palmetto*	Sabal Palm	10	25	8		60%	Remove	X	
1591	*Bucida buseras*	Black Olive	16	25	22	380	50%	Remove		
1592	*Bucida buseras*	Black Olive	16	25	22	380	50%	Remove		
1593	*Bucida buseras*	Black Olive	16	25	22	380	50%	Remove		
1593a	*Bursera simaruba*	Gumbo Limbo	5	9	12	113	40%	Remove		
1594	*Roystonea regia*	Royal Palm	16	25	12		80%	Remove		
1595	*Adonidia merrillii*	Christmas Palm	4	8	5		60%	Remove		
1596	*Sabal Palmetto*	Sabal Palm	14	20	8		60%	Remove	X	
1597	*Sabal Palmetto*	Sabal Palm	11	25	8		60%	Remove	X	
1598	*Sabal Palmetto*	Sabal Palm	11	25	8		60%	Remove	X	
1599	*Sabal Palmetto*	Sabal Palm	11	25	8		60%	Remove	X	

Tree Survey		7/17/2019								
#	Scientific Name	Common Name	DBH (in.)	Height (ft.)	Spread (ft.)		Condition	Disposition	Native	Remarks
1600	*Sabal Palmetto*	Sabal Palm	11	25	8		60%	Remove	X	
1601	*Sabal Palmetto*	Sabal Palm	11	25	8		60%	Remove	X	
1602	*Ravenala madagascariensis*	Travelers-Tree	12	18	9		50%	Remove		
1603	*Sabal Palmetto*	Sabal Palm	9	22	9		50%	Remove	X	
1604	*Ficus aurea*	Strangler Fig	80	50	50	1963	45%	Remove		
1604a	*Syagrus romanzoffiana*	Queen Palm	9	15	18	254	50%	Remove		
1605	*Bischofia javanica*	Bishopwood	48	40	40	1256	50%	Remove		Invasive
1606	*Sabal Palmetto*	Sabal Palm	12	25	8		40%	Remove	X	
1607	*Ficus aurea*	Strangler Fig	60	35	40	1256	60%	Remove		
1608	*Sabal Palmetto*	Sabal Palm	12	24	8		65%	Remove	X	
1609	*Cupaniopsis anacardiopsis*	Carrotwood	8	20	15	177	60%	Remove		
1610	*Delonix regia*	Royal Poinciana	12	25	50	1963	70%	Remove		
1611	*Delonix regia*	Royal Poinciana	6	12	18	254	60%	Remove		
1612	*Quercus virginiana*	Southern Live Oak	10	18	20	314	60%	Remove	X	
1613	*Sabal Palmetto*	Sabal Palm	11	20	9		65%	Remove	X	
1614	*Roystonea regia*	Royal Palm	16	25	12		50%	Remove	X	
1615	*Roystonea regia*	Royal Palm	16	25	12		50%	Remove	X	
1616	*Roystonea regia*	Royal Palm	16	20	0		0%	Remove	X	Dead
1617	*Roystonea regia*	Royal Palm	16	25	12		50%	Remove	X	
1618	*Roystonea regia*	Royal Palm	16	25	12		50%	Remove	X	
1619	*Roystonea regia*	Royal Palm	16	25	12		50%	Remove	X	
1620	*Quercus virginiana*	Southern Live Oak	7	14	12	113	70%	Remove	X	
1621	*Washingtonia robusta*	Mexican Fan Palm	10	28	9		60%	Remove	X	
1622	*Washingtonia robusta*	Mexican Fan Palm	10	28	9		60%	Remove		
1623	*Washingtonia robusta*	Mexican Fan Palm	10	28	9		60%	Remove		
1624	*Washingtonia robusta*	Mexican Fan Palm	10	28	9		60%	Remove		
1625	*Washingtonia robusta*	Mexican Fan Palm	10	28	9		60%	Remove		
1626	*Quercus virginiana*	Southern Live Oak	7	14	12	113	70%	Remove	X	
1627	*Quercus virginiana*	Southern Live Oak	5	12	7	38	60%	Remove	X	
1628	*Quercus virginiana*	Southern Live Oak	7	12	12	113	60%	Remove	X	
1629	*Quercus virginiana*	Southern Live Oak	5	10	10	79	60%	Remove	X	
1630	*Sabal Palmetto*	Sabal Palm	12	25	9		65%	Remove	X	
1630a	*Acacia auriculiformis*	Earleaf Acacia	5	20	9		50%	Remove	X	Invasive
1631	*Quercus virginiana*	Southern Live Oak	12	20	20	314	65%	Remove	X	
1632	*Quercus virginiana*	Southern Live Oak	12	20	20	314	65%	Remove	X	
1633	*Bucida buseras*	Black Olive	16	25	22	380	50%	Remove	X	
1634	*Quercus virginiana*	Southern Live Oak	12	20	20	314	65%	Remove	X	
1635	*Quercus virginiana*	Southern Live Oak	12	20	20	314	65%	Remove	X	
1636	*Quercus virginiana*	Southern Live Oak	12	20	20	314	65%	Remove	X	
1637	*Quercus virginiana*	Southern Live Oak	12	20	20	314	65%	Remove	X	
1638	*Quercus virginiana*	Southern Live Oak	12	20	20	314	65%	Remove	X	
1639	*Sabal Palmetto*	Sabal Palm	10	25	9		60%	Remove	X	
1640	*Sabal Palmetto*	Sabal Palm	10	25	9		60%	Remove	X	
1641	*Sabal Palmetto*	Sabal Palm	10	25	9		60%	Remove	X	
1642	*Sabal Palmetto*	Sabal Palm	10	25	9		60%	Remove	X	
1643	*Quercus virginiana*	Southern Live Oak	10	14	18	254	65%	Remove	X	
1644	*Sabal Palmetto*	Sabal Palm	9	15	8		50%	Remove	X	
1645	*Sabal Palmetto*	Sabal Palm	9	15	8		50%	Remove	X	
1646	*Sabal Palmetto*	Sabal Palm	9	15	8		50%	Remove	X	
1647	*Bursera simaruba*	Gumbo Limbo	6	14	14	154	65%	Remove		
1648	*Sabal Palmetto*	Sabal Palm	9	15	8		50%	Remove	X	
1649	*Sabal Palmetto*	Sabal Palm	9	15	8		50%	Remove	X	
1650	*Sabal Palmetto*	Sabal Palm	9	15	8		50%	Remove	X	
1651	*Sabal Palmetto*	Sabal Palm	9	15	8		50%	Remove	X	
1652	*Sabal Palmetto*	Sabal Palm	12	10	9		65%	Remove	X	
1653	*Sabal Palmetto*	Sabal Palm	12	12	10		55%	Remove	X	
1654	*Sabal Palmetto*	Sabal Palm	12	25	10		40%	Remove	X	
1655	*Sabal Palmetto*	Sabal Palm	12	24	10		45%	Remove	X	
1656	*Sabal Palmetto*	Sabal Palm	12	24	10		45%	Remove	X	
1657	*Sabal Palmetto*	Sabal Palm	12	24	10		45%	Remove	X	
1658	*Sabal Palmetto*	Sabal Palm	12	10	9		60%	Remove	X	
1659	*Sabal Palmetto*	Sabal Palm	12	24	10		45%	Remove	X	
1660	*Sabal Palmetto*	Sabal Palm	12	24	10		45%	Remove	X	
1661	*Quercus virginiana*	Southern Live Oak	20	25	20	314	60%	Remove	X	
1662	*Quercus virginiana*	Southern Live Oak	4	10	8	50	60%	Remove	X	
1663	*Sabal Palmetto*	Sabal Palm	12	24	10		45%	Remove	X	
1664	*Sabal Palmetto*	Sabal Palm	12	20	9		60%	Remove	X	
1665	*Sabal Palmetto*	Sabal Palm	12	15	9		60%	Remove	X	
1666	*Ligustrum japonicum*	Japanese Privet	8	10	12	113	65%	Remove		
1667	*Sabal Palmetto*	Sabal Palm	12	16	9		60%	Remove	X	
1668	*Sabal Palmetto*	Sabal Palm	12	16	9		60%	Remove	X	
1669	*Sabal Palmetto*	Sabal Palm	12	16	9		60%	Remove	X	
1669a	*Sabal Palmetto*	Sabal Palm	12	16	9		60%	Remove	X	
1669b	*Ligustrum japonicum*	Japanese Privet	8	10	12	113	65%	Remove		
1670	*Sabal Palmetto*	Sabal Palm	12	25	9		65%	Remove	X	

Tree Survey		7/17/2019							
#	Scientific Name	Common Name	DBH (in.)	Height (ft.)	Spread (ft.)		Condition	Disposition	Native
1671	*Sabal Palmetto*	Sabal Palm	12	25	9		65%	Remove	X
1672	*Sabal Palmetto*	Sabal Palm	12	25	9		65%	Remove	X
1673	*Sabal Palmetto*	Sabal Palm	12	20	9		65%	Remove	X
1674	*Sabal Palmetto*	Sabal Palm	12	20	9		65%	Remove	X
1675	*Sabal Palmetto*	Sabal Palm	12	20	9		65%	Remove	X
1676	*Sabal Palmetto*	Sabal Palm	12	20	9		65%	Remove	X
1677	*Roystonea regia*	Royal Palm	12	22	10		40%	Remove	X
1678	*Sabal Palmetto*	Sabal Palm	12	18	10		65%	Remove	X
1679	*Sabal Palmetto*	Sabal Palm	12	18	10		65%	Remove	X
1680	*Sabal Palmetto*	Sabal Palm	12	18	10		65%	Remove	X
1681				30	50		70%	Remove	
1682	*Quercus virginiana*	Southern Live Oak	12	20	20	314	65%	Remove	X
1683	*Quercus virginiana*	Southern Live Oak	12	20	20	314	65%	Remove	X
1683a	*Ficus benjamina*	Weeping Fig	9	25	20	314	50%	Remove	
1684	*Cupaniopsis anacardiopsis*	Carrotwood	6	20	10	79	60%	Remove	
1684a	*Sabal Palmetto*	Sabal Palm	12	20	9		60%	Remove	X
1685	*Quercus virginiana*	Southern Live Oak	10	30	18	254	40%	Remove	X
1686	*Quercus virginiana*	Southern Live Oak	10	30	18	254	40%	Remove	X
1687	*Sabal Palmetto*	Sabal Palm	12	20	9		60%	Remove	X
1688	*Bucida buseras*	Black Olive	10	30	18	254	50%	Remove	X
1689	*Sabal Palmetto*	Sabal Palm	12	20	9		60%	Remain	
1690	*Sabal Palmetto*	Sabal Palm	12	20	9		60%	Remain	
1691	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	
1692	*Quercus virginiana*	Southern Live Oak	10	30	18	254	40%	Remove	X
1693	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1694	*find*	Sabal Palm	12	12	9		60%	Remove	X
1695	*find*	Sabal Palm	12	12	9		60%	Remove	X
1696	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1697	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1698	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1699	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1700	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1701	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1702	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1703	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1704	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1705	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1706	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1707	*Sabal Palmetto*	Sabal Palm	12	12	9		60%	Remove	X
1708	*Ficus benjamina*	Weeping Fig	4	10	8		40%	Remain	
1710	*Pongamia pinnata*	Pongam	8	16	12		50%	Remain	
1711	*Pongamia pinnata*	Pongam	8	16	12		50%	Remain	
1712	*Pongamia pinnata*	Pongam	8	16	12		50%	Remain	
1713	*Pongamia pinnata*	Pongam	8	16	12		50%	Remain	
1714	*Pongamia pinnata*	Pongam	8	16	12		50%	Remain	
1715	*Pongamia pinnata*	Pongam	8	16	12		50%	Remain	
1716	*Sabal Palmetto*	Sabal Palm	24	12	12		55%	Remain	X
1717	*Bauhinia blakeana*	Hong Kong Orchid Tree	7	12	12		60%	Remain	
1718	*Bauhinia blakeana*	Hong Kong Orchid Tree	5	12	12		60%	Remain	
						18808			

TREE MITIGATION	
	41 Trees and 135 Palms have been proposed to be removed with a total canopy loss of 18,808 S.F. Please see breakdown of canopy replacement as follows:
	Shade tree 1 (500 S.F. each) 187 trees x 500 = 93,500 S.F.
	Shade tree 2 (300 S.F. each) 100 trees x 300 = 30,000 S.F.
	Small tree (200 S.F. each) 93 trees x 200 = 18,600 S.F.
	Total canopy replacement = 142,100 S.F.
PALM TREE MITIGATION (Palm replacement to be 1:1)	
	135 Palms proposed to be removed
	378 Palms proposed on the landscape plan



Existing Tree(s) Protection Detail

NTS

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, It's free, it's the law.
Call 811 two business days before digging

INITIAL SITE PLAN SUBMITTAL

AAL Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
TEL: H.J.O.N.S.O.N@bellsouth.net EMAIL:

REGISTERED LANDSCAPE ARCHITECT H. J. JOHNSON LA0000855 STATE OF FLORIDA

Revision Dates
03-30-2021

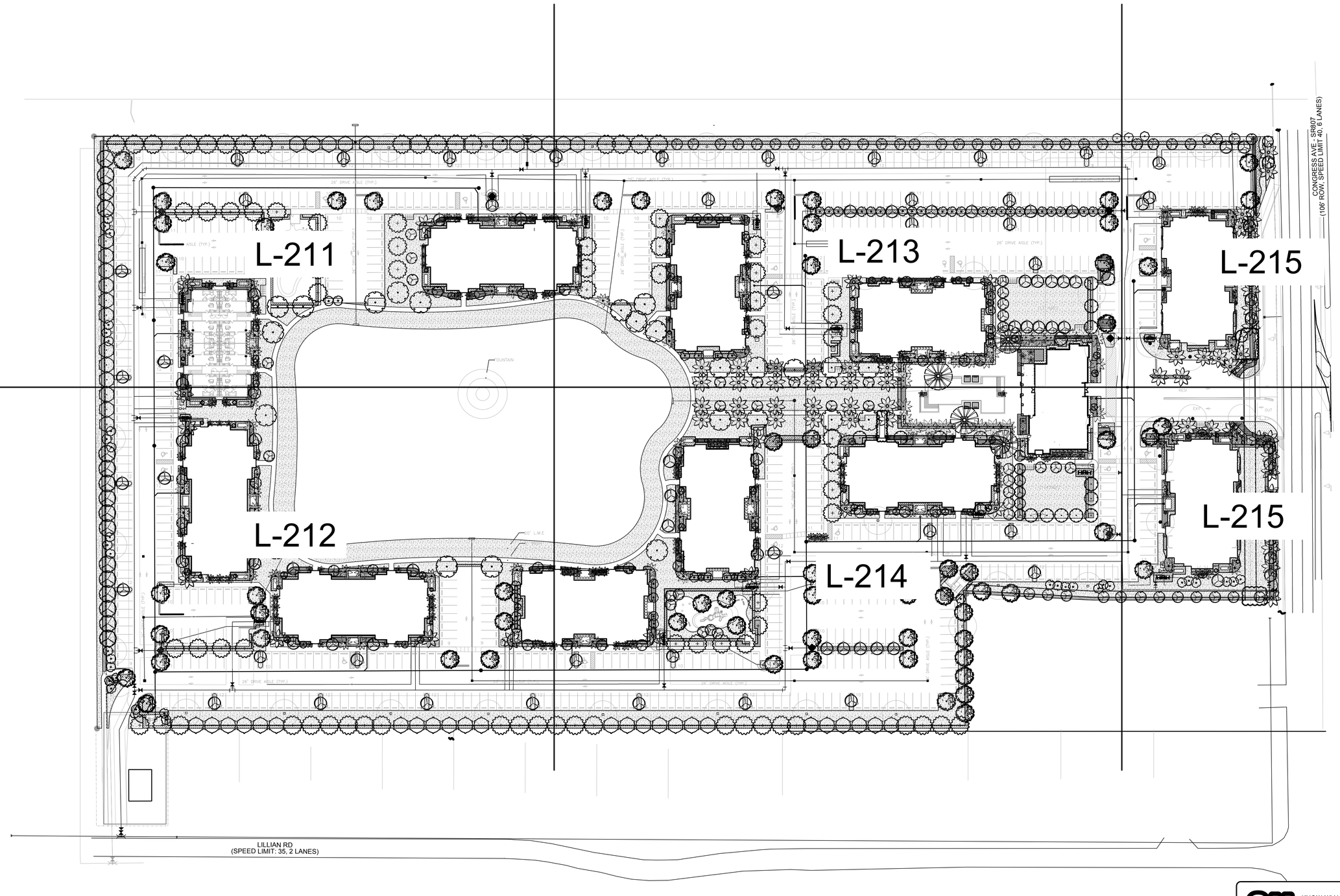
TREE DISPOSITION PLAN
PALM SPRINGS RESIDENCES
PALM SPRINGS, FLORIDA

Sheet Description
TREE DISPOSITION PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-201
TREE DISPOSITION



KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

It's fast, it's free, it's the law.

Call 811 two business days before digging

SCALE: 1"=50'-00"

0' 25' 50' 100' 150'

NORTH

INITIAL SITE PLAN SUBMITTAL

Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
TEL: H.J.O.H.N.S.O.N.@.C.H.A.I.L.E.T.
EMAIL:

HUGH F. JOHNSON
LICENSED LANDSCAPE ARCHITECT
LA0000855
STATE OF FLORIDA

REV. 1 02-24-2021
REV. 2 03-30-2021
Revision Dates

LANDSCAPE PLANS

PALM SPRINGS RESIDENCES

PALM SPRINGS, FLORIDA

Sheet Description
LANDSCAPE KEY PLAN

Release Date
01-22-21

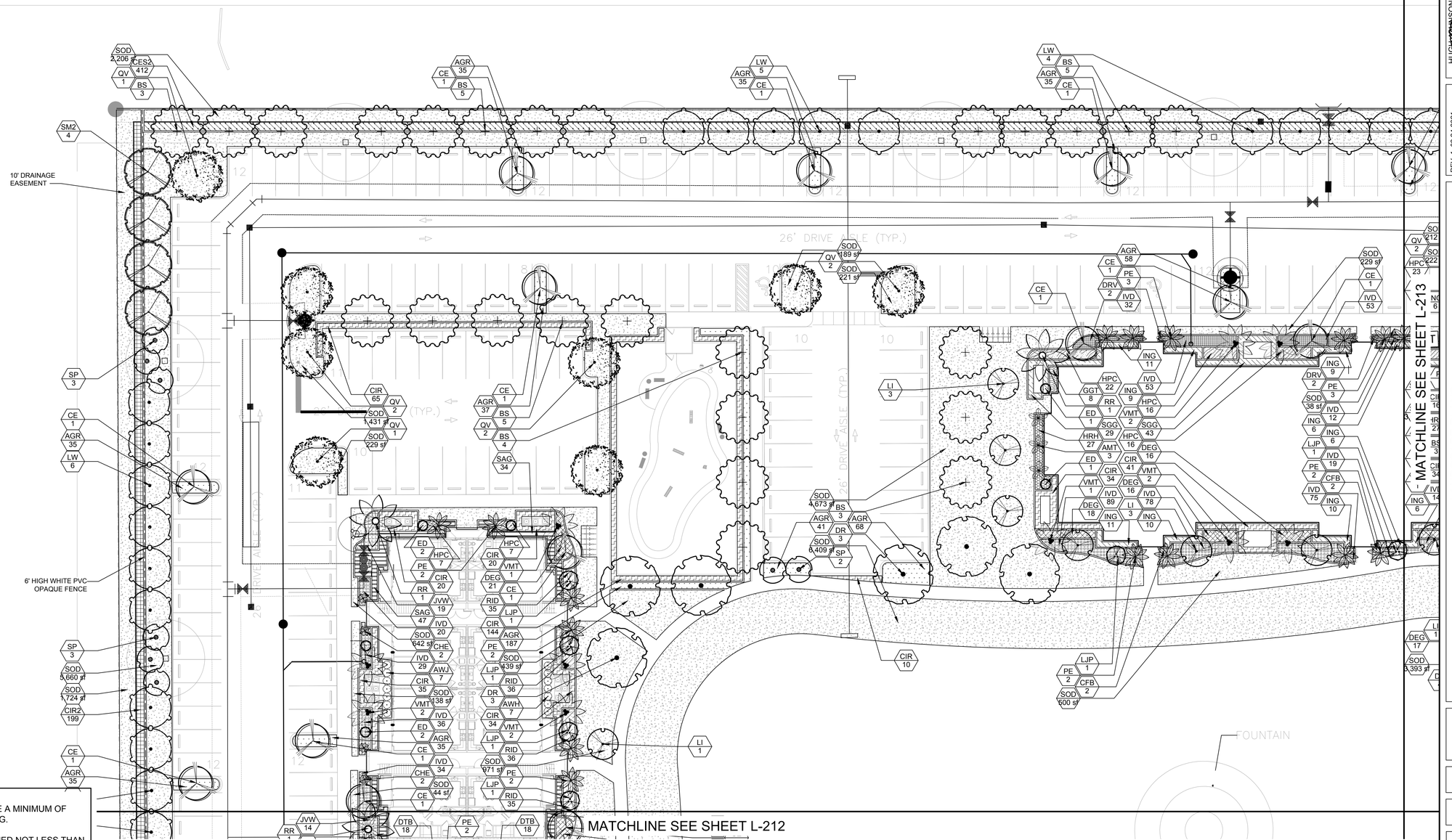
Project Number
2105

Drawing Number
L-210
LANDSCAPE PLANS

KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

It's fast, it's free, it's the law.

Call 811 two business days before digging



NOTE:
1. PERIMETER HEDGE MATERIAL SHALL BE A MINIMUM OF THREE FEET HEIGHT AT TIME OF PLANTING.

2. PERIMETER HEDGE SHALL BE MAINTAINED NOT LESS THAN THREE FEET IN HEIGHT.

3. A ROOT BARRIER NO LESS THAN 5 FEET SQUARE SHALL BE PROVIDED FOR TREES PLANTED CLOSER THAN 12 FEET FROM PUBLIC WORKS INFRASTRUCTURE.

INITIAL SITE PLAN SUBMITTAL

SCALE: 1"=20'-00"
0' 10' 20' 40' 60'

NORTH

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
TEL: 954-764-8858 EMAIL: HJohnson@aalla.com

HUGH F. JOHNSON
REGISTERED LANDSCAPE ARCHITECT
LA0000855
STATE OF FLORIDA

Revision Dates
REV. 1. 02-24-2021
REV. 2. 03-30-2021

LANDSCAPE PLANS

PALM SPRINGS RESIDENCES

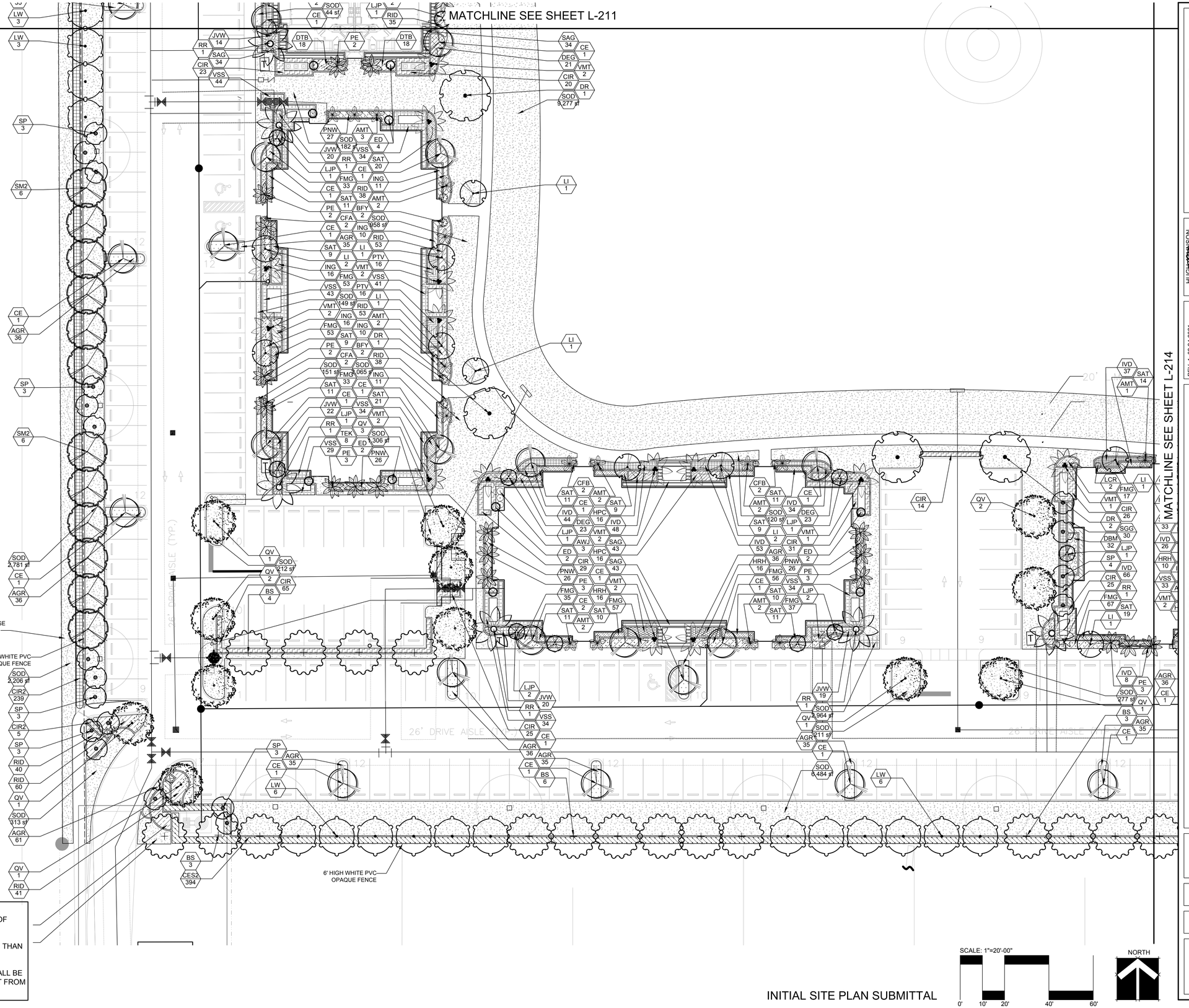
PALM SPRINGS, FLORIDA

Sheet Description
LANDSCAPE PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-211
LANDSCAPE PLANS



811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

It's fast, it's free, it's the law.

Call 811 two business days before digging

NOTE:
1. PERIMETER HEDGE MATERIAL SHALL BE A MINIMUM OF THREE FEET HEIGHT AT TIME OF PLANTING.

2. PERIMETER HEDGE SHALL BE MAINTAINED NOT LESS THAN THREE FEET IN HEIGHT.

3. A ROOT BARRIER NO LESS THAN 5 FEET SQUARE SHALL BE PROVIDED FOR TREES PLANTED CLOSER THAN 12 FEET FROM PUBLIC WORKS INFRASTRUCTURE.

INITIAL SITE PLAN SUBMITTAL

SCALE: 1"=20'-00"

0' 10' 20' 40' 60'

NORTH

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
TEL: 954-764-8858 EMAIL: hjohnson@aalla.com

HUGH F. JOHNSON
LICENSED LANDSCAPE ARCHITECT
LA0000855
STATE OF FLORIDA

REV. 1. 02-24-2021
REV. 2. 03-30-2021
Revision Dates

LANDSCAPE PLANS
PALM SPRINGS RESIDENCES
PALM SPRINGS, FLORIDA

Sheet Description
LANDSCAPE PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-212
LANDSCAPE PLANS

811
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

26' DRIVE AISLE (TYP.)

MATCHLINE SEE SHEET L-211

MATCHLINE SEE SHEET L-214

MATCHLINE SEE SHEET L-215

NOTE:
1. PERIMETER HEDGE MATERIAL SHALL BE A MINIMUM OF THREE FEET HEIGHT AT TIME OF PLANTING.

2. PERIMETER HEDGE SHALL BE MAINTAINED NOT LESS THAN THREE FEET IN HEIGHT.

3. A ROOT BARRIER NO LESS THAN 5 FEET SQUARE SHALL BE PROVIDED FOR TREES PLANTED CLOSER THAN 12 FEET FROM PUBLIC WORKS INFRASTRUCTURE.

INITIAL SITE PLAN SUBMITTAL

SCALE: 1"=20'-00"
0' 10' 20' 40' 60'

NORTH

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
TEL: 954-764-8858 EMAIL: HJohnson@aalla.com

HUGH F. JOHNSON
LICENSED LANDSCAPE ARCHITECT
HUGH F. JOHNSON
LA0000855
STATE OF FLORIDA

Revision Dates
REV. 1. 02-24-2021
REV. 2. 03-30-2021

LANDSCAPE PLANS
PALM SPRINGS RESIDENCES
PALM SPRINGS, FLORIDA

Sheet Description
LANDSCAPE PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-213
LANDSCAPE PLANS

MATCHLINE SEE SHEET L-213

MATCHLINE SEE SHEET L-212

MATCHLINE SEE SHEET L-215

26' DRIVE AISLE (TYP.)

6' HIGH WHITE PVC OPAQUE FENCE

6' HIGH WHITE PVC OPAQUE FENCE

NOTE:
1. PERIMETER HEDGE MATERIAL SHALL BE A MINIMUM OF THREE FEET HEIGHT AT TIME OF PLANTING.

2. PERIMETER HEDGE SHALL BE MAINTAINED NOT LESS THAN THREE FEET IN HEIGHT.

3. A ROOT BARRIER NO LESS THAN 5 FEET SQUARE SHALL BE PROVIDED FOR TREES PLANTED CLOSER THAN 12 FEET FROM PUBLIC WORKS INFRASTRUCTURE.

KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

It's fast, it's free, it's the law.

Call 811 two business days before digging

INITIAL SITE PLAN SUBMITTAL

SCALE: 1"=20'-00"

0' 10' 20' 40' 60'

NORTH

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858 EMAIL:
TEL: H.J.O'HALLORAN@ARCHITECTURALALLIANCE.COM

HUGH JAMES O'HALLORAN
LICENSED LANDSCAPE ARCHITECT
HUGH F. JOHNSON
LA0000855
STATE OF FLORIDA

Revision Dates
REV. 1. 02-24-2021
REV. 2. 03-30-2021

LANDSCAPE PLANS

PALM SPRINGS RESIDENCES

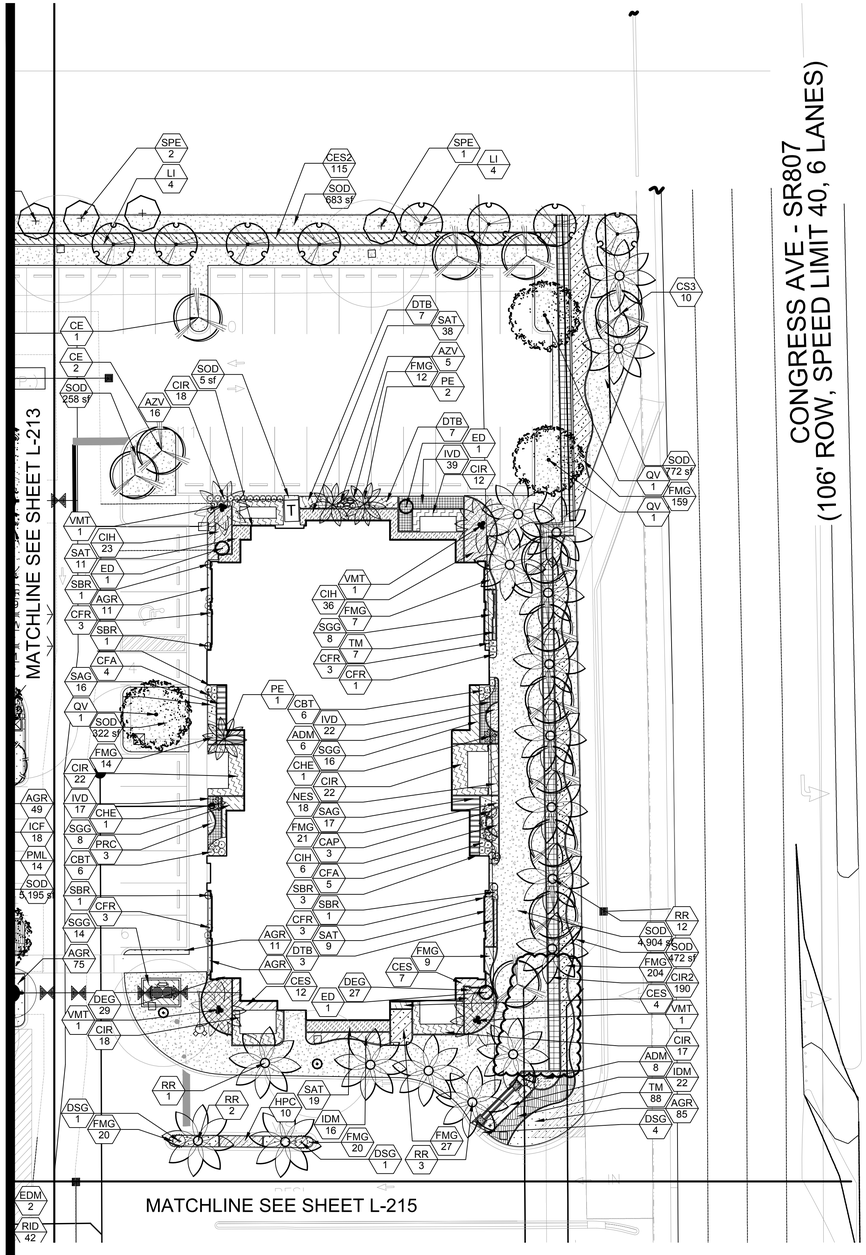
PALM SPRINGS, FLORIDA

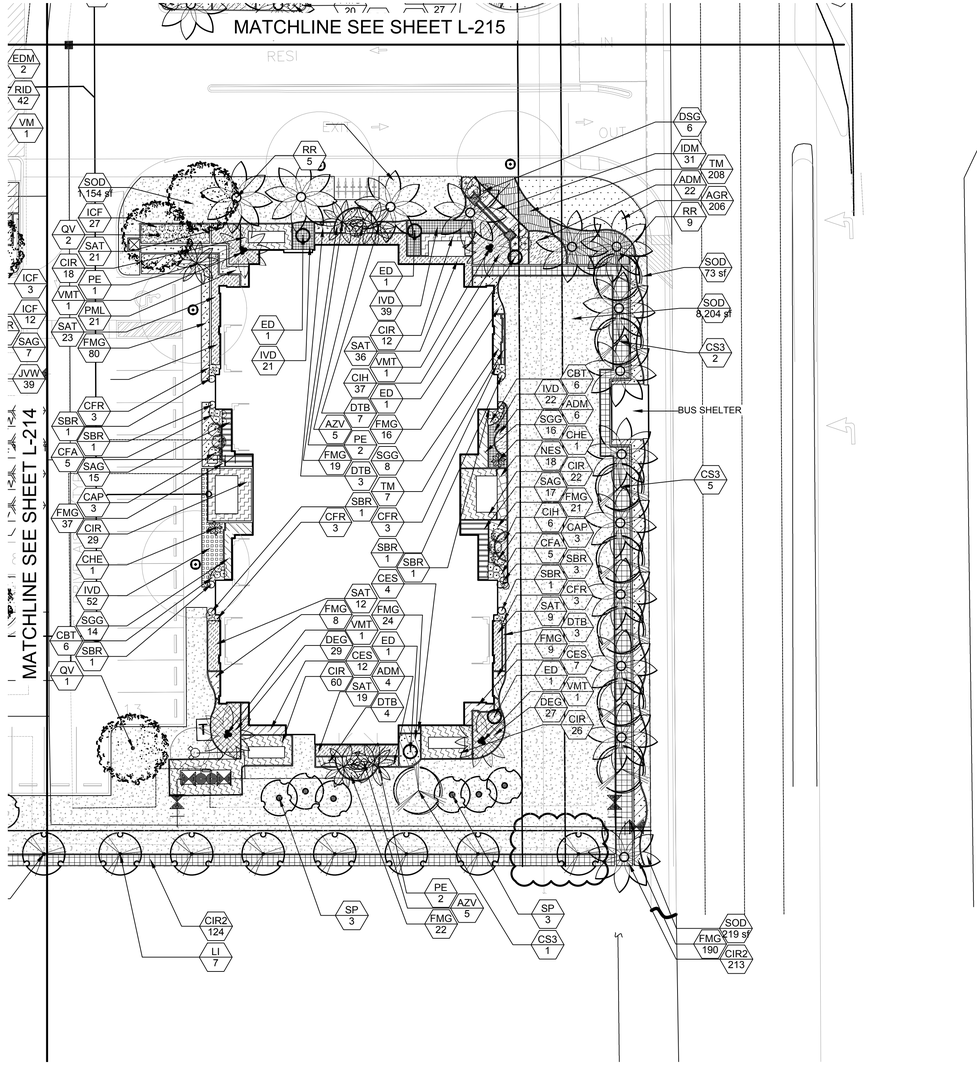
Sheet Description
LANDSCAPE PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-214
LANDSCAPE PLANS





NOTE:
1. PERIMETER HEDGE MATERIAL SHALL BE A MINIMUM OF THREE FEET HEIGHT AT TIME OF PLANTING.

2. PERIMETER HEDGE SHALL BE MAINTAINED NOT LESS THAN THREE FEET IN HEIGHT.

3. A ROOT BARRIER NO LESS THAN 5 FEET SQUARE SHALL BE PROVIDED FOR TREES PLANTED CLOSER THAN 12 FEET FROM PUBLIC WORKS INFRASTRUCTURE.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

INITIAL SITE PLAN SUBMITTAL

SCALE: 1"=20'-00"
0' 10' 20' 40' 60'

NORTH

AAL Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
TEL: 954-764-8858 EMAIL: hugh@aalla.com

HUGH F. JOHNSON LICENSED LANDSCAPE ARCHITECT LA0000855 STATE OF FLORIDA

REV. 1. 02-24-2021
REV. 2. 03-30-2021
Revision Dates

LANDSCAPE PLANS
PALM SPRINGS RESIDENCES
PALM SPRINGS, FLORIDA

Sheet Description
LANDSCAPE PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-215
LANDSCAPE PLANS

NOTES:

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material as included herein shall be warrantied by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Architectural Alliance.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.

NOTES:

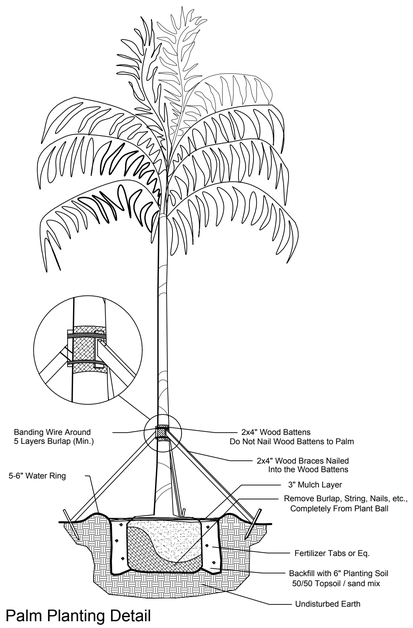
1. FOR SPECIFICATIONS OF RELOCATED LEGACY TREES REFER TO UDKS LANDSCAPE PERMIT DRAWINGS ALREADY APPROVED.
2. ALL SOD AND LANDSCAPE RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE.
3. IRRIGATION SYSTEM SHALL ALSO BE EQUIPPED WITH RAIN SENSOR
4. SEE SHEETS L-210 THROUGH L-217 FOR THE PLANTING PLANS
5. ALL PLANTED MATERIAL ADJACENT TO CURBING SHALL BE PLANTED 3' BACK OF SAID CURB.
6. A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR PRIOR TO ANY INSTALLATION ON THE SITE.
7. ALL SHADE AND MEDIUM TREES INSTALLED WITHIN CLOSE PROXIMITY OF A PUBLIC INFRASTRUCTURE SHALL UTILIZE A ROOT BARRIER SYSTEM PER CODE REQUIREMENTS OF THE CITY.
8. TREE PROTECTION FENCE TO BE CONSTRUCTED TO PROTECT LEGACY TREES DURING CONSTRUCTION.

NOTE:
1. PERIMETER HEDGE MATERIAL SHALL BE A MINIMUM OF THREE FEET HEIGHT AT TIME OF PLANTING.

2. PERIMETER HEDGE SHALL BE MAINTAINED NOT LESS THAN THREE FEET IN HEIGHT.

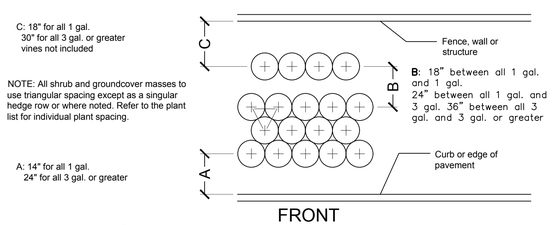
3. A ROOT BARRIER NO LESS THAN 5 FEET SQUARE SHALL BE PROVIDED FOR TREES PLANTED CLOSER THAN 12 FEET FROM PUBLIC WORKS INFRASTRUCTURE.

4. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED BY LANDSCAPE MATERIAL IN COMPLIANCE WITH CODE.



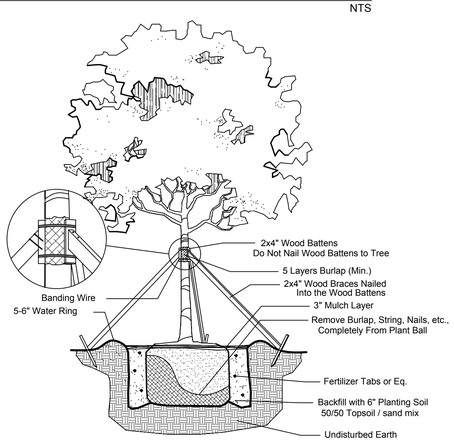
Palm Planting Detail

NTS



Typical Plant Spacing

NTS



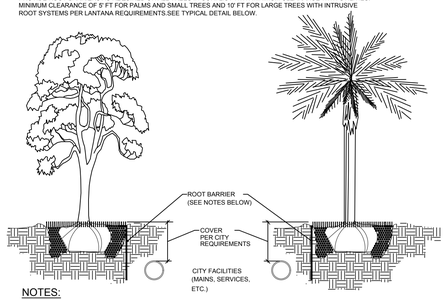
Large Tree Planting Detail

NTS

PLANT SCHEDULE PALM SPRINGS

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL.	SIZE	NATIVE	DROUGHT		REMARKS
BS	80	BURSERA SIMARUBA	GUMBO LIMBO	FG/B&B	2" CAL.	12' HT X 5' SPR, 5' CT	YES	HIGH		
CE	90	CONOCARPUS ERECTUS	BUTTONWOOD	FG/B&B	2" CAL.	12' HT, X 5' SPR., 5' CT, STD.	YES	HIGH		
CS3	18	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD	FG/B&B	2.5"CAL	12' HT. X 5' SPR., STD.	YES	HIGH		
LJP	47	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	FG/B&B	MULTI-STEM	12' OA	NO	HIGH		TREE UP MULTI-STEM
LW	48	LYSILOMA LATISILIQUUM	WILD TAMARIND	FG/B&B	2" CAL.	12' HT X 5' SPR, 5' CT	YES	HIGH		
QV	65	QUERCUS VIRGINIANA	LIVE OAK	FG/B&B	2" CAL.	12' HT X 5' SPR, 5' CT	YES	HIGH		
SM2	16	SWIETENIA MAHOGANY	MAHOGANY	FG/B&B	2" CAL.	12' HT X 5' SPR, 5' CT	YES	HIGH		
ACCENT TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL.	SIZE	NATIVE	DROUGHT		REMARKS
ED	41	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	100 GAL		12' HT X 4' SPR .5' CT., FULL CANOPY	NO	HIGH		
FLOWERING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL.	SIZE	NATIVE	DROUGHT		REMARKS
CF	16	CASSIA FISTULA	GOLDEN SHOWER	FG/B&B	2" CAL.	12' HT X 6' SPR	NO	HIGH		
DR	24	DELONIX REGIA	ROYAL POINCIANA	B&B FIELD GROWN	4"CAL	14' HT X 6' SPR	NO	MEDIUM		
LI	107	LAGERSTROEMIA INDICA `TUSCARORA`	TUSCARORA CRAPE MYRTLE `STANDARD`	FG/B&B	2" CAL.	12' HT X 5' SPR, STD	NO	HIGH		
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL.	SIZE	NATIVE	DROUGHT		REMARKS
PD	4	PHOENIX DACTYLIFERA `MEDJOOL`	MEDJOOL DATE PALM	FG/B&B		14` CT, NUT INCLUDED, MATCHED	NO	HIGH		
PE3	2	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	B&B FIELD GROWN		25`-30` OA., TRIPLE	NO	MED.		
PE	89	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	FG/B&B		16`-20` OA, SINGLE TRUNK	NO	HIGH		
RR	71	ROYSTONEA REGIA	ROYAL PALM	FG/B&B		8` GW, 20`-22` OA	YES	MEDIUM		
SPE	4	SABAL PALMETTO	CABBAGE PALMETTO	EXISTING TO REMAIN			YES	HIGH		
SP	83	SABAL PALMETTO	CABBAGE PALMETTO	FG/B&B		14`-20` OA, VARY HEIGHTS	YES	HIGH		
VM	22	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	B&B FIELD GROWN		6` GW., MATCHED	NO	HIGH		
VMT	59	VEITCHIA MONTGOMERYANA	MONTGOMERY PALM	FG/B&B		12-16` OA, TRIPLE TRUNK	NO	MEDIUM		
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT		REMARKS
AWH	43	ACALYPHA WILKESIANA `HOFFMANII`	RED COPPERLEAF	3 GAL.		20" HT X 20" SPR, FULL	NO	HIGH		
AWJ	43	ACALYPHA WILKESIANA `JAVA WHITE`	JAVA WHITE WILKES` COPPERLEAF	3 GAL.		20" HT X 20" SPR, FULL	NO	HIGH		
AZV	31	ALPINIA ZERUMBET `VARIEGATA`	VARIEGATED SHELL GINGER	7 GAL.		30" OA	NO	HIGH		
CHE	8	CHAMAEROPS HUMILIS CERIFERA	MEDITERRANEAN FAN PALM	FG/B&B		MULTI-STEM 4-6` OA., SPECIMEN	NO	HIGH		
EDM	2	ELAEOCARPUS DECIPIENS `MONPROUD`	JAPANESE BLUEBERRY TREE DWARF	25 GAL		5-6` OA, FULL TO BASE	NO	HIGH		
HSP	4	HIBISCUS ROSA-SINENSIS `SEMINOLE`	PINK HIBISCUS	25 GAL		6` HT OA, STANDARD	NO	MEDIUM		
ACCENT PLANT	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT		REMARKS
AMT	50	ADONIDIA MERRILLII	ADONIDIA PALM	25 GAL		6` OA, TRIPLE TRUNKS	NO	HIGH		
AIR	2	ALCANTAREA IMPERIALIS `RUBRA`	RUBRA IMPERIAL BROMELIAD	3 GAL		30-36" OA	NO	HIGH		
BFY	9	BRUNFELSIA PAUCIFLORA `FLORIBUNDA`	YESTERDAY, TODAY, AND TOMORROW	7 GAL		30-36" OA	NO	MEDIUM		
CFA	38	CORDYLINE FRUTICOSA `AUNTIE LOU`	PINK TI PLANT	3 GAL		30" HT. X 24" SPR.	NO	HIGH		
CFB	22	CORDYLINE FRUTICOSA `BLACK MAGIC`	BLACK MAGIC TI	3 GAL		30" HT. X 24" SPR.	NO	HIGH		
CBT	24	CORDYLINE FRUTICOSA `BOLERO`	BOLERO TI PLANT	3 GAL		30" HT. X 24" SPR.	NO	MEDIUM		
CFR	25	CORDYLINE FRUTICOSA `RED SISTER`	RED SISTER TI	3 GAL		30" HT. X 24" SPR.	NO	HIGH		
CAP	9	CRINUM AUGUSTUM `QUEEN EMMA`	`QUEEN EMMA` CRINUM	7 GAL.		36" HT. X 30" SPR.	NO	HIGH		
DSG	12	DIOON SPINULOSUM	CYCAD	15 GAL		30-36" OA	NO	HIGH		
DRV	8	DRACAENA REFLEXA `VARIEGATA`	SONG OF INDIA	7 GAL.		5` OA, 3`-4` SPR	NO	MEDIUM		
LCR	4	LEEA COCCINEA `RUBRA`	RED LEEA	7 GAL	MULTI-STEM	30-36" OA	NO	MEDIUM		
SBR	17	SANSEVIERIA TRIFASCIATA `BLACK ROBUSTA`	BLACK ROBUSTA SANSEVIERIA	3 GAL.		30" OA	NO	HIGH		
TRF	6	THRINAX RADIATA	FLORIDA THATCH PALM	25 GAL		5` OA	YES	HIGH		
SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
CIR	1,949	CHRYSOBALANUS ICACO `REDTIP`	RED TIP COCOPLUM	7 GAL.		30"HT X 24"SPR	YES	MEDIUM	24" o.c.	
CGS2	64	CLUSIA GUTTIFERA	SMALL-LEAF CLUSIA	7 GAL.		36" HT X 24" SPR	YES	HIGH	24" o.c.	
CES	46	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD	7 GAL.		30" HT. X 24" SPR.	YES	HIGH	24" o.c.	
DEG	360	DURANTA ERECTA `GOLD MOUND`	GOLD MOUND DURANTA	3 GAL.		18" HT. X 18" SPD.	YES	MEDIUM	24" o.c.	
GGT	8	GALPHIMIA GLAUCA	THRYALIS	3 GAL.,		16" HT X 16" SPR	NO	MEDIUM	24" o.c.	
HPC	482	HAMELIA PATENS `COMPACTA`	DWARF SCARLET BUSH	3 GAL.,		16" HT X 16" SPR	YES	HIGH	24" o.c.	
HRH	137	HIBISCUS ROSA-SINENSIS `RED HOT`	RED HOT HIBISCUS	3 GAL.,		20" HT. X 20" SPR, FULL	NO	MEDIUM	24" o.c.	
ICF	239	IXORA COCCINEA `FRANKIE HIPP` PP9200	WHITE IXORA	3 GAL.,		18" HT. X 18" SPD.	NO	HIGH	24" o.c.	
ING	427	IXORA COCCINEA `NORA GRANT`	RED IXORA	3 GAL.,		20" HT X 20" SPR	NO	HIGH	24" o.c.	
IDM	100	IXORA MAUI	DWARF MAUI IXORA	3 GAL.		30" HT. X 24" SPR.	NO	MEDIUM	24" o.c.	
PRC	3	PHILODENDRON X `ROJO CONGO`	ROJO CONGO PHILODENDRON	3 GAL.		30" HT. X 24" SPR.	NO	MEDIUM	24" o.c.	
PTV	96	PITTOSPORUM TOBIRA `VARIEGATA`	VARIEGATED PITTOSPORUM	3 GAL.,		24"HT X 24"SPR	NO	MEDIUM	24" o.c.	
PML	376	PODOCARPUS MACROPHYLLUS MAKI	SHRUBBY YEW	7 GAL.		36" HT X 24" SPR	NO	HIGH	24" o.c.	
PNW	298	PSYCHOTRIA NERVOSA	WILD COFFEE	3 GAL.		20" HT. X 20" SPR.	YES	HIGH	24" o.c.	
RID	929	RAPHIOLEPIS INDICA `DWARF`	DWARF INDIA HAWTHORN	3 GAL.,		14" HT X 16" SPR	NO	HIGH	18" o.c.	
SAG	443	SCHEFFLERA ARBORICOLA `DWARF`	DWARF SCHEFFLERA	3 GAL.,		30" HT. X 24" SPR.	NO	HIGH	24" o.c.	
SGG	433	SCHEFFLERA ARBORICOLA `GOLD CAPELLA`	GOLD CAPELLA ARBORICOLA	3 GAL.,		30" HT. X 24" SPR.	NO	HIGH	24" o.c.	
SAT	574	SCHEFFLERA ARBORICOLA `TRINETTE`	SCHEFFLERA	3 GAL.,		30" HT. X 24" SPR.	NO	HIGH	24" o.c.	
TEK	8	THUNBERGIA ERECTA	KING`S MANTLE	3 GAL		16" HT X 16" SPR	NO	MEDIUM	24" o.c.	
VSS	389	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	7 GAL.		24" HT X 24" SPR	NO	LOW	24" o.c.	
PERIMETER	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
CIR2	1,215	CHRYSOBALANUS ICACO `REDTIP`	RED TIP COCOPLUM	7 GAL.		36" HT X 24" SPR	YES	MEDIUM	24" o.c.	
CES2	1,767	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTON WOOD	7 GAL.		36" HT X 24" SPR	YES	HIGH	24" o.c.	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
AGR	3,773	ARACHIS GLABRATA	PERENNIAL PEANUT	1 GAL		6" HT. X 12" SPR.	NO	HIGH	18" o.c.	
ADM	46	ASPARAGUS DENSIFLORUS `MYERS`	MYERS ASPARAGUS	3 GAL.		18" HT X 18" SPR	NO	MEDIUM	24" o.c.	
CME	115	CARISSA MACROCARPA `EMERALD BLANKET`	EMERALD BLANKET CARISSA	3 GAL.		12" HT. X 12" SPR	NO	HIGH	18" o.c.	
CIH	833	CHRYSOBALANUS ICACO `HORIZONTALIS`	HORIZONTAL COCOPLUM	3 GAL.,		16" HT X 16" SPR	YES	HIGH	24" o.c.	
DTB	94	DIANELLA TASMANICA	BLUEBERRY FLAX LILY	3 GAL.		16" HT. X 16" SPR.	NO	MEDIUM	24" o.c.	
DBM	49	DIETES BICOLOR `MORAEA`	FORTNIGHT LILY	3 GAL		12"HT X 12"SPR @	NO	HIGH	20" o.c.	
FMG	2,058	FICUS MICROCARPA `GREEN ISLAND`	GREEN ISLAND FICUS	3 GAL		12" HT. X 12" SPD.	NO	HIGH	18" o.c.	
IVD	2,047	ILEX VOMITORIA `STOKES DWARF`	DWARF YAUPON HOLLY	3 GAL.,		14" HT X 16" SPR	YES	HIGH	18" o.c.	
JVW	889	JASMINUM VOLUBILE	WAX JASMINE	3 GAL.		14" HT X 16" SPR	NO	MEDIUM	24" o.c.	
MFS	155	MICROSORUM SCOLOPENDRUM	WART FERN	1 GAL.,		4" HT. X 12" SPR.	NO	MEDIUM	18" o.c.	
NBN	34	NEOREGELIA X `BOSSA NOVA`	GREEEN & WHITE BROMELIAD	1 GAL.			NO	HIGH	20" o.c.	
NES	36	NEPHROLEPIS EXALTATA	BOSTON FERN	3 GAL		12" HT. X 12" SPR	YES	HIGH	18" o.c.	
TM	475	TRACHELOSPERMUM ASIATICUM `MINIMA`	MINIMA JASMINE	1 GAL.		4" HT. X 12" SPD.	NO	MEDIUM	15" o.c.	
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DROUGHT	SPACING	REMARKS
SOD	144,695 SF	STENOTAPHRUM SECUNDATUM `FLORITAM`	`FLORITAM` ST. AUGUSTINE SOD	SOD						

NOTE:
PROVIDE ROOT BARRIERS AS REQUIRED ON ALL TREES IN CONFLICT WITH MINIMUM CLEARANCE WITH UTILITIES.
MINIMUM CLEARANCE OF 5' FT FOR PALMS AND SMALL TREES AND 10' FT FOR LARGE TREES WITH INTRUSIVE
ROOT SYSTEMS PER LANTANA REQUIREMENTS.SEE TYPICAL DETAIL BELOW.

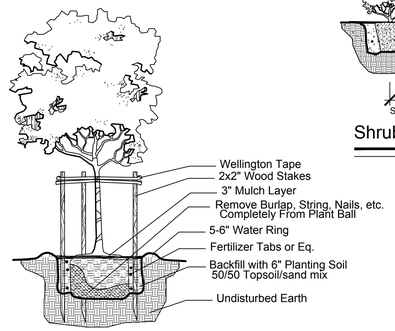


NOTES:

1. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
2. ROOT BARRIERS SHALL HAVE MINIMUM DEEP PER CITY REQUIREMENTS. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER.
3. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

Root Barrier Detail

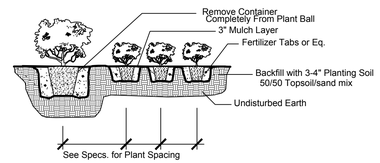
NTS



Small Tree Planting Detail

NTS

A six-inch clear space must be left for air between plant bases and the mulch.



Shrub & Ground Cover Planting Detail

NTS

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

INITIAL SITE PLAN SUBMITTAL

AAL Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
TEL: H J O H N S O N @ A A L L A N D . C O M EMAIL:

HUGH F. JOHNSON
LICENSED LANDSCAPE ARCHITECT
LA0000855
STATE OF FLORIDA

REV. 1 02-24-2021
REV. 2 03-30-2021
Revision Dates

LANDSCAPE PLANS
PALM SPRINGS RESIDENCE
PALM SPRINGS, FLORIDA

Sheet Description
PLANTING DETAILS AND NOTES

Release Date
01-22-21

Project Number
2105

Drawing Number
L-216
LANDSCAPE PLANS

LANDSCAPE CALCULATIONS			
ZONING: RESIDENTIAL - MULTIFAMILY APARTMENTS			
TOTAL SITE AREA		774,065 S.F.	
	Building Area	150,442 S.F.	
	Impervious Areas	306,230 S.F.	
	Pervious Area / Landscape Area	225,650 S.F.	
	Lake Area	87,164 S.F.	
Sec. 34-161. - REQUIRED LANDSCAPING		**REQUIRED**	**PROVIDED**
MINIMUM LANDSCAPE REQUIREMENTS			
(a)(4)	Existing mature native trees should be used wherever possible in lieu of planting new trees. It may be counted as two trees for the purpose of establishing the total tree requirement within the landscaped areas by not more than 20 percent.		
(b)(1)	One tree shall be planted or preserved for every 1,500 square feet, or fraction thereof, of a parcel used for residential purposes, excluding only areas of vegetation required to be preserved by law and preservation areas.		
	686,901 S.F. / 1,500 = 455 (total site area minus Lake 87,082 S.F.)	**458**	**458**
VEHICULAR USE AREA			
(C)(1)	Off-street parking areas shall include 20 square feet of landscaping for		
(a)	1 Tree per each terminal island		
	58 Termial islands provided	58	58
(b)	1 Tree per interior island		
	42 Interior islands provided	42	42
(c)	1 Tree every 40 L.F. on median islands		
	680 L.F. / 40 = 23.5 = 17 TREES	17	17
(2)(a)	A hedge not less than four, nor more than 20 feet in height shall be provided along the perimeter.	HEDGE ALONG PERIMETER	HEDGE PROVIDED
(b)	1 Tree shall be provided for each 200 square feet of landscaped area and/or for each 40 linear feet of landscaped area.		
	825 spaces x 20 S.F. = 16,500 S.F. /200 = 83 min.		
	or 10% of VUA area min. 288,390 S.F. x 10% = 28,839 S.F. /200 = 144.2	**145**	**145**
(d)	**NONVEHICULAR USE AREAS**		
	Other areas adjacent to public streets or other properties shall be landscaped in addition to the specific requirements for vehicular use areas 25 feet wide - 1 Tree for each 25 L.F. of outside perimeter		
	North perimeter - 1,270 L.F. / 25 = 50.8 = 51	**51**	**51**
	West perimeter - 638 L.F. / 25 = 25.5 = 26	**26**	**26**
	South perimeter - 1,420 L.F. / 25 = 56.8 = 57	**57**	**57**
Sec. 34-162. - REQUIRED BUFFERS			
(b)	Category 5 Buffer: 15 Foot wide buffer area with trees spaced not more than 20 feet apart		
	Congress Avenue: 435 L.F. / 20 = 21.75 = 22	**22**	**22**
Sec. 34-164. - REQUIRED FOUNDATION PLANTING			
(a)	At least 25 percent of the linear feet of building façade facing a street shall be planted with trees, shrubs or hedges		
	Two building façades facing Congress Avenue: 280 L.F. x 25% = 70	**70 L.F.**	**280 L.F.**
(b)	1 tree or cluster of three palms per 30 linear feet		
	Two building façades facing Congress Avenue: 280 L.F. / 30 = 9.3 = 10	**10**	**10**
	TOTAL TREES REQUIRED	**886**	**886**
Sec. 34-183. - NATIVE PLANT MATERIALS			
	40% Of landscape material to be native		
	21,304 Landscape material provided x 40% = 8,522	8,522	9,103
	8,986 / 21,296 = 0.42 = 42%		
Sec. 34-186. - TREE SPECIES			
	Minimum of 50% of all trees shall be native or palm trees		
	886 Trees x 50% = 443	443	650

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, It's free, it's the law.
Call 811 two business days before digging

INITIAL SITE PLAN SUBMITTAL

AAL Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
TEL: H.J.Johnson@bellsouth.net EMAIL:

HUGH F. JOHNSON LICENSED LANDSCAPE ARCHITECT LA0000855 STATE OF FLORIDA

Revision Dates
REV. 1 02-24-2021
REV. 2 03-30-2021

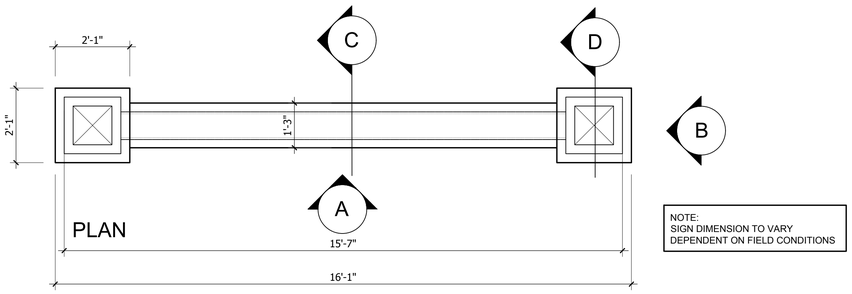
LANDSCAPE PLANS
PALM SPRINGS RESIDENCES
PALM SPRINGS, FLORIDA

Sheet Description
LANDSCAPE CALCULATIONS

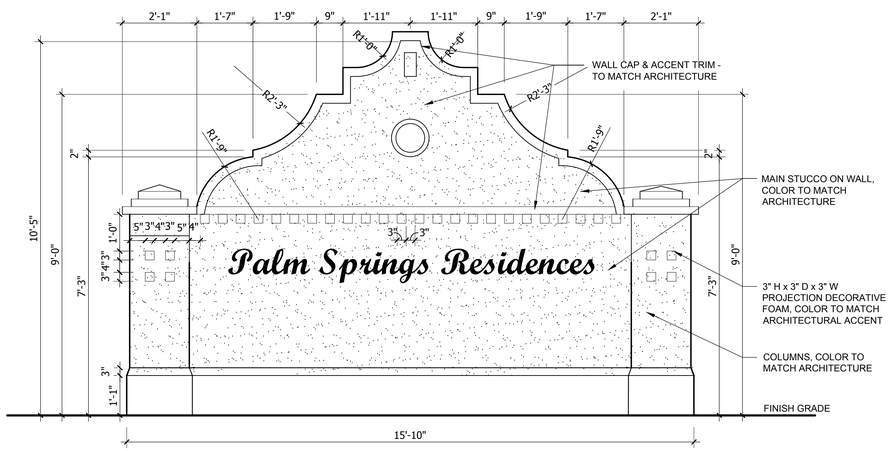
Release Date
01-22-21

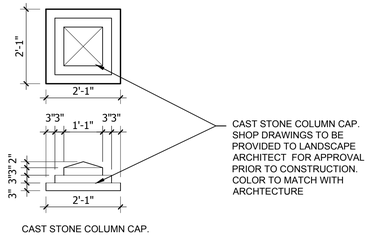
Project Number
2105

Drawing Number
L-217
LANDSCAPE PLANS

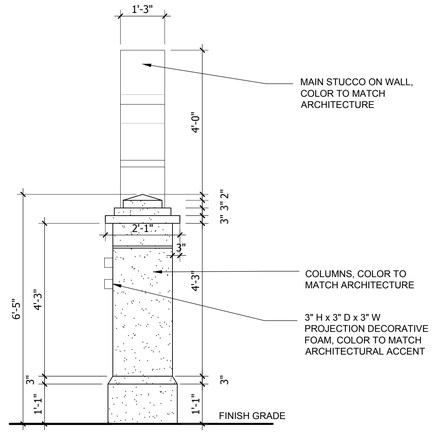


NOTE:
SIGN DIMENSION TO VARY
DEPENDENT ON FIELD CONDITIONS

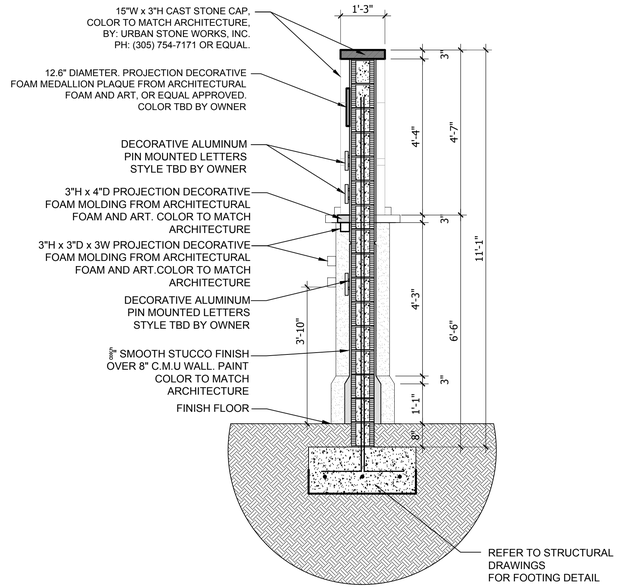




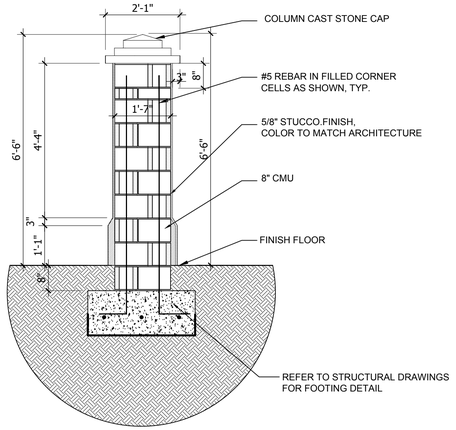
CAST STONE COLUMN CAP.



ELEVATION 'B'



SECTION 'C'



SECTION 'D'

01 - MONUMENT SIGN

PLAN / SECTION / ELEVATION

SCALE:1/2" = 1'-0"

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
TEL: H J o s h @ a a l l a n d . c o m EMAIL:

HUGH JOSHUA FERGUSON
REGISTERED LANDSCAPE ARCHITECT
HUGH F. JOHNSON
LA0000855
STATE OF FLORIDA

Revision Dates
03-30-2021

PALM SPRINGS RESIDENCES
SITE DETAILS
PALM SPRINGS, FLORIDA

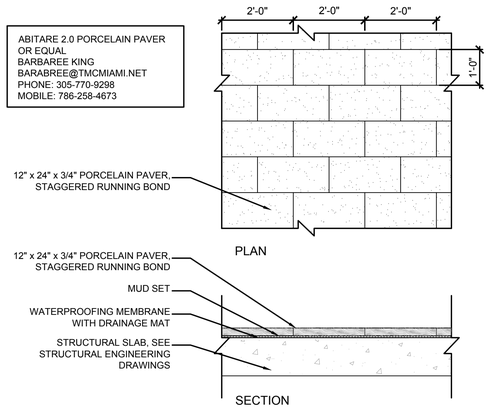
Sheet Description
SITE DETAILS

Release Date
01-22-21

Project Number
2105

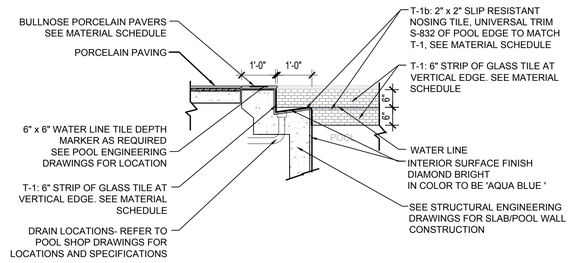
Drawing Number
L-500
SITE DETAILS

ABITARE 2.0 PORCELAIN PAVER
OR EQUAL
BARBAREE KING
BARABREE@TMCMIAMI.NET
PHONE: 305-770-9298
MOBILE: 786-258-4673



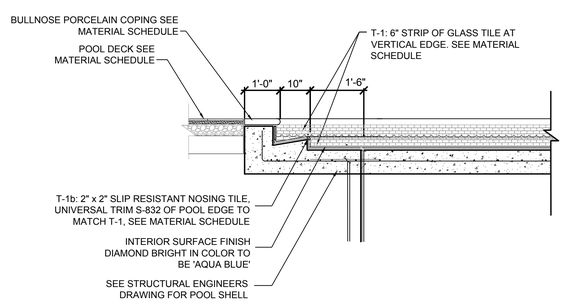
01 - POOL DECK PAVING

PLAN / SECTION — SCALE: 1/2" =1'-0"



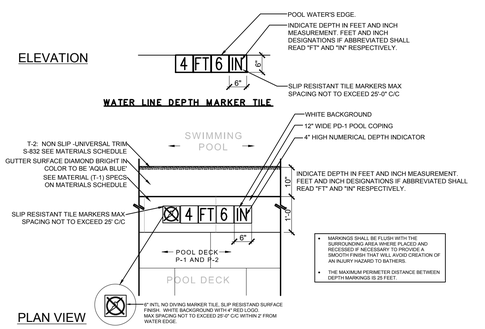
02 - POOL GUTTER

SECTION — SCALE: 1/2" =1'-0"



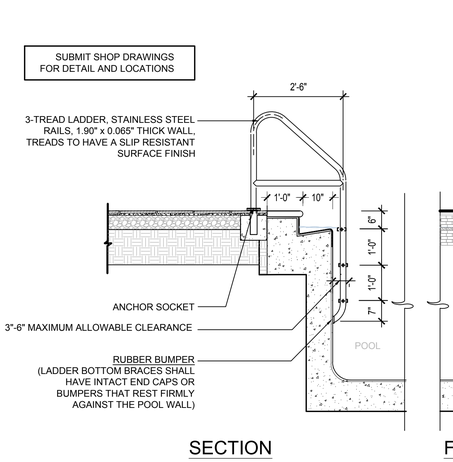
03 - POOL SEAT

SECTION — SCALE: 1/2" = 1'-0"



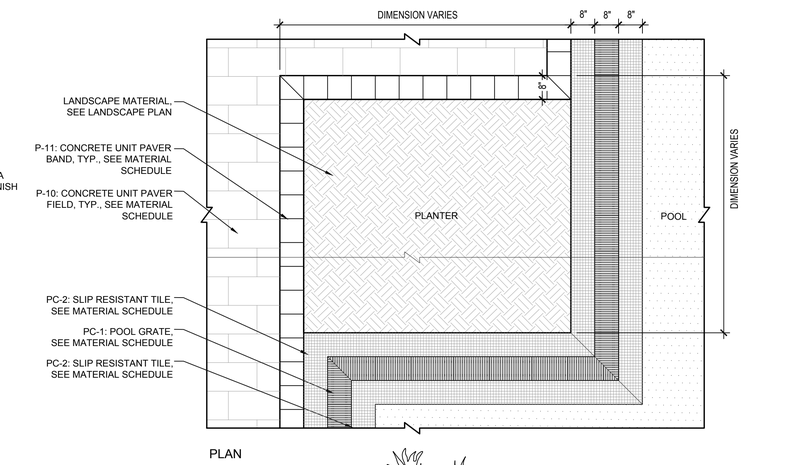
04 - WATERLINE TILE

PLAN / ELEVATION — SCALE: 3/4" =1'-0"



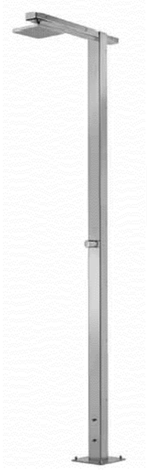
05 - POOL LADDER

SECTION — SCALE: 1/2" =1'-0"



06 - POOL STAIRS

IMAGE — SCALE: 1/2" =1'-0"



FREE STANDING SHOWER

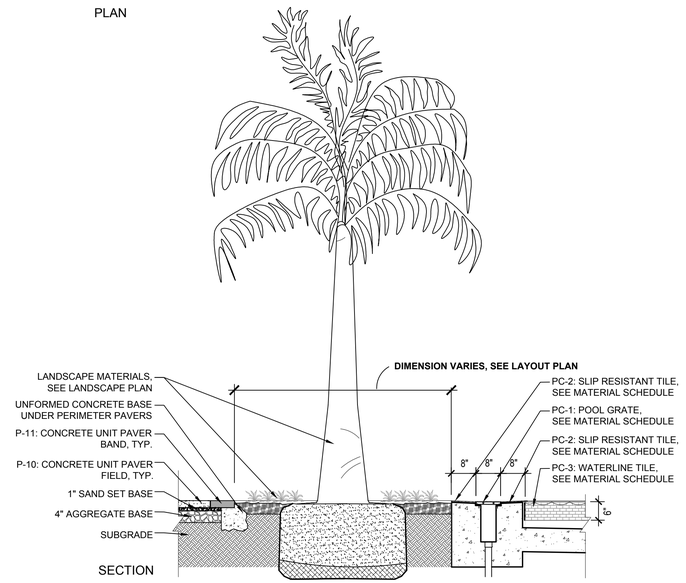
SINGLE SUPPLY SHOWER UNIT
ADA METERED PUSH VALVE
8" SQUARE SHOWER HEAD
MODEL: FTA-Q86T-C-ADA

- 316 MARINE GRADE STAINLESS STEEL
- AVAILABLE IN BRUSHED AND MIRROR FINISH

OUTDOOR SHOWER COMPANY
WWW.OUTDOORSHOWERCO.COM
INFO@OUTDOORSHOWERCO.COM
866-746-9371

07 - POOL SHOWER

IMAGE — SCALE: 1/2" =1'-0"



08 - POOL DECK PLANTER

PLAN / SECTION — SCALE: 1/2" =1'-0"

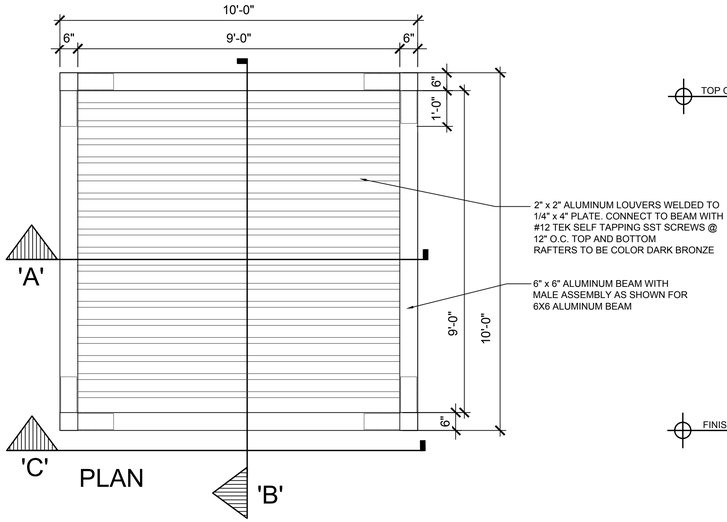
AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
TEL: H J o h n s o n @ a a l l a n d . c o m
EMAIL:

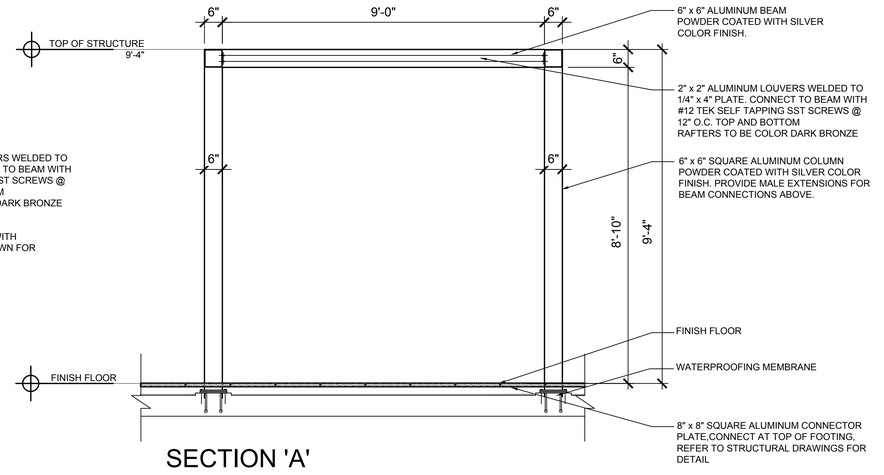
HUGH JOHNSON
REGISTERED LANDSCAPE ARCHITECT
HUGH F. JOHNSON
LA0000855
STATE OF FLORIDA

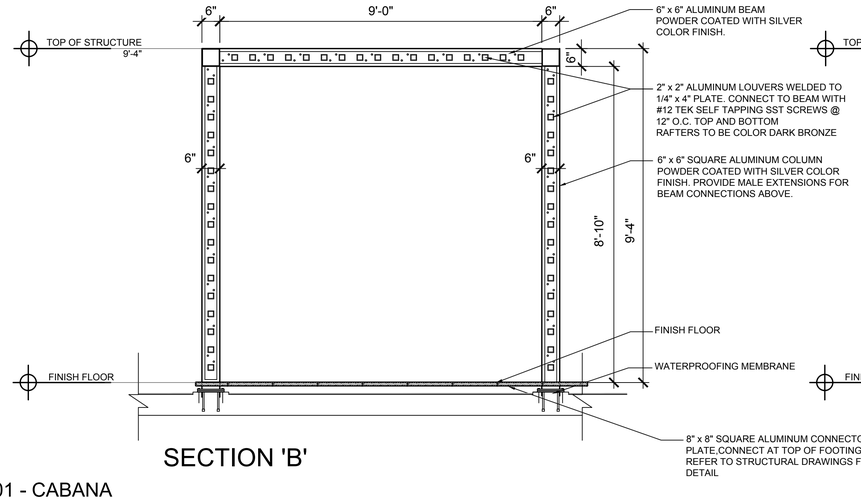
03-30-2021 — Revision Dates

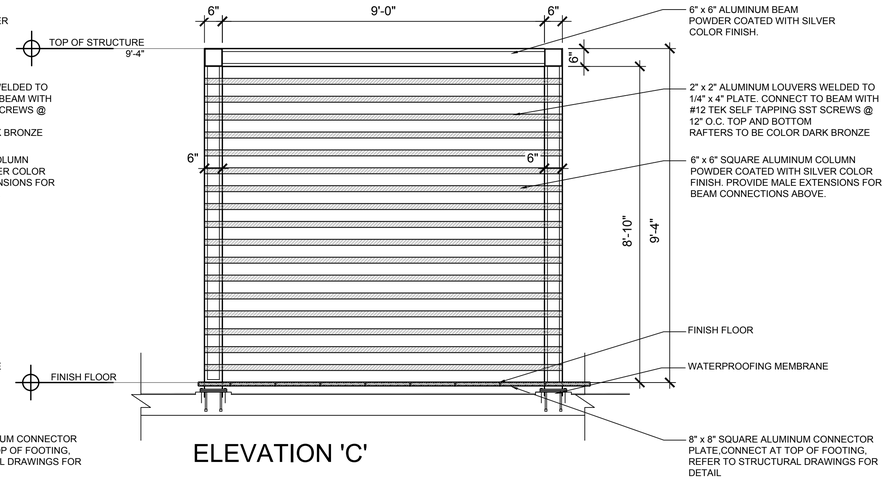
PALM SPRINGS RESIDENCES
SITE DETAILS
PALM SPRINGS, FLORIDA

Sheet Description: SITE DETAILS
Release Date: 01-22-21
Project Number: 2105
Drawing Number: L-501
SITE DETAILS





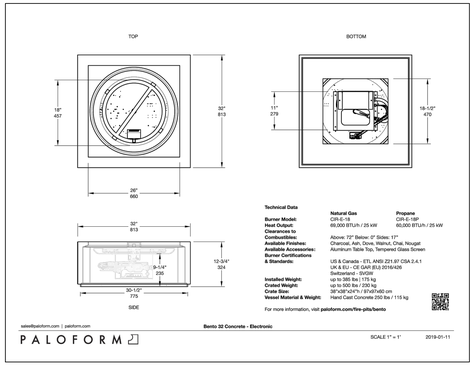




01 - CABANA

PLAN / SECTION / ELEVATION

SCALE:1/2" = 1'-0"



BENTO SQUARE FIRE TABLE
DIMENSIONS: 32" x 32" x 12 3/4"

NATURAL GAS HOOK UP
BURNER INCLUDED
ELECTRONIC IGNITION

CONCRETE COLOR: ASH
TOPPING: GREY RIVER ROCK

EMERGENCY SHUT OFF VALVE:
TO BE LOCATED BY
CONTRACTOR WITHIN PLANTING

PALOFORM
LARA AYDEIN
LARA@PALOFORM.COM
WWW.PALOFORM.COM
800-732-9765
1-888-823-8883

02 - FIRE TABLE

PLAN / SECTION

SCALE: NTS

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
TEL: H J o h n s o n @ a a l a n d s c a p e . n e t
EMAIL:

REGISTERED LANDSCAPE ARCHITECT HUGH F. JOHNSON LA0000855 STATE OF FLORIDA

HUGH JOHNSON

Revision Dates
03-30-2021

SITE DETAILS

PALM SPRINGS RESIDENCES

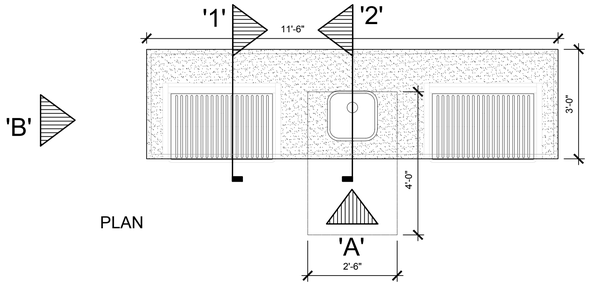
PALM SPRINGS, FLORIDA

Sheet Description
SITE DETAILS

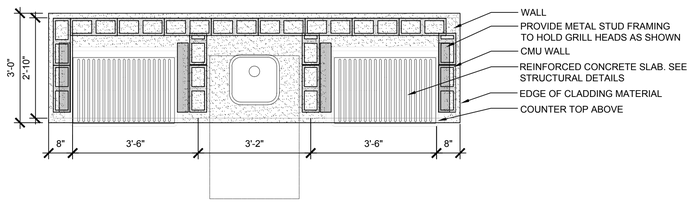
Release Date
01-22-21

Project Number
2105

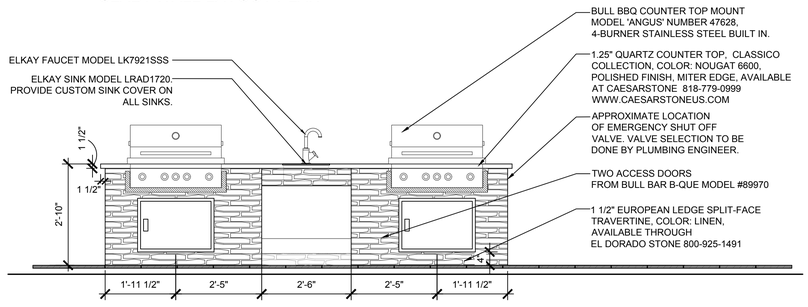
Drawing Number
L-502
SITE DETAILS



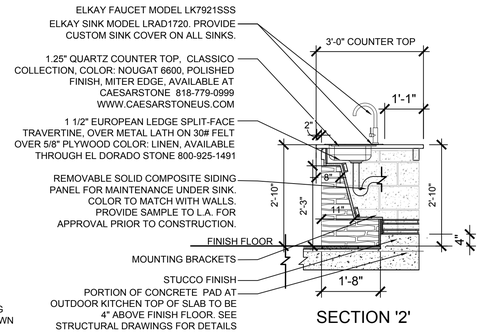
PLAN



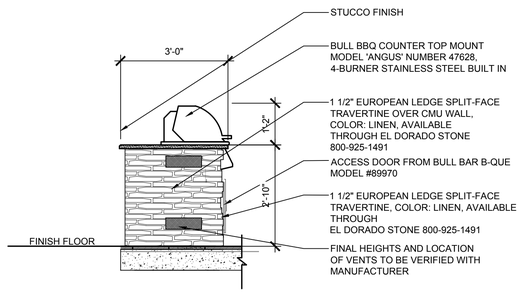
SLAB / WALL LAYOUT PLAN



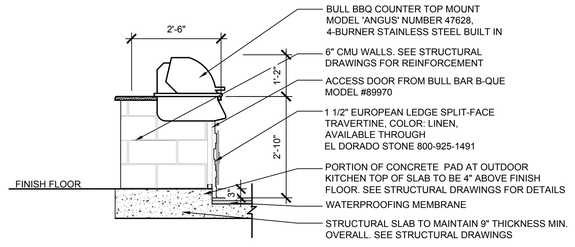
ELEVATION 'A'



SECTION '2'



ELEVATION 'B'



SECTION '1'

01 - OUTDOOR KITCHEN

PLAN / SECTION / ELEVATION

SCALE:1/2" = 1'-0"

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC#0002237
954-764-8858
TEL: H J o h n s o n @ a a l l a n d . c o m EMAIL:

HUGH JOHNSON
REGISTERED LANDSCAPE ARCHITECT
HUGH F. JOHNSON
LA0000855
STATE OF FLORIDA

Revision Dates
03-30-2021

PALM SPRINGS RESIDENCES

SITE DETAILS

PALM SPRINGS, FLORIDA

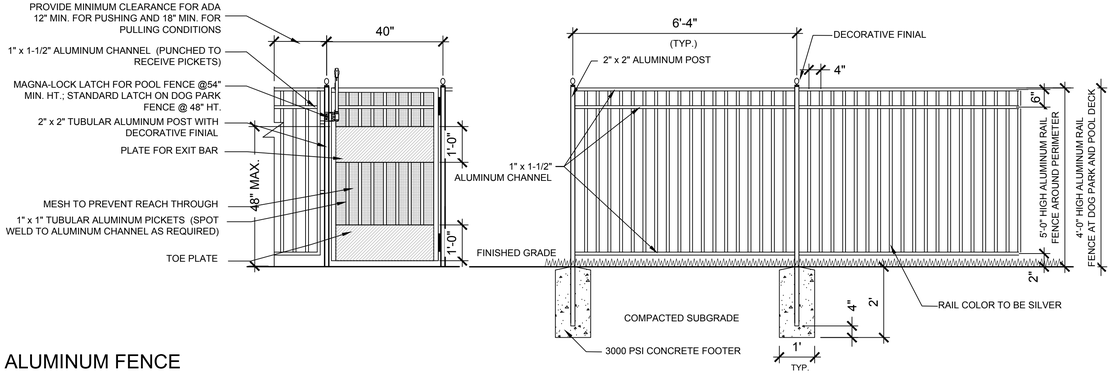
Sheet Description
SITE DETAILS

Release Date
01-22-21

Project Number
2105

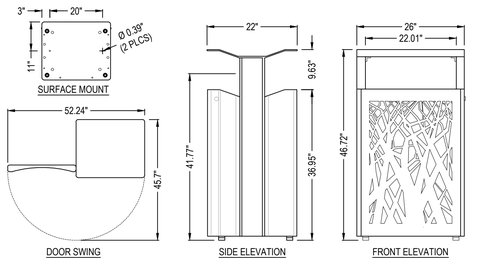
Drawing Number
L-503
SITE DETAILS

NOTE:
* ALL GATES SHALL BE SELF CLOSING WITH A SELF LATCHING MECHANISM.
* ALL GATES SHALL BE EQUIPPED WITH KEY FOB ENTRY ACCESS, PER ARCHITECT.
* ALL ALUMINUM RAIL FENCING SHALL BE COLOR SILVER.



01 - ALUMINUM FENCE

SECTION — SCALE: 1/2" =1'-0"



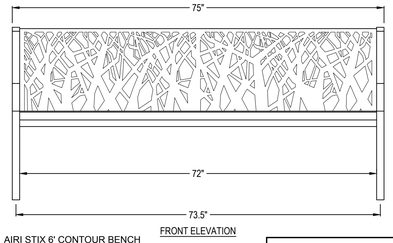
AIRI STIX 45-GALLON TRASH RECEPTACLE WITH SIDE DOOR

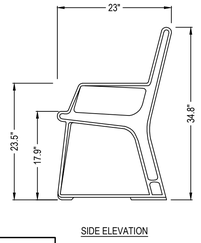
- MODEL: AE2645CT-STX
- DIMENSIONS: 47" H x 26" W x 22" D
- MATERIAL: HEAVY-GAUGE STEEL CONSTRUCTION WITH EXTRUDED ALUMINUM FRAME
- FINISH: FADE RESISTANT, POWDER COATED STEEL AND ALUMINUM COMPONENTS
- FRAME COLOR: TEXTURED CHARCOAL
- PANEL / LID COLOR: TEXTURED SILVER
- MOUNTING: SURFACE MOUNT
- INCLUDES BUILT-IN TOP, REUSABLE PLASTIC LINER AND ADJUSTABLE RUBBER FEET
- SIDE DOOR FEATURES MAGNETIC DOOR LATCH, CONTINUOUS GEARED HINGE AND CAM LOCK SYSTEM
- ADA COMPLIANT

ANOVA
MANUEL GIL-GOODMAN
786-385-7101
MANUEL.G@ANOVAFURNISINGS.COM
WWW.ANOVAFURNISHINGS.COM

03 - TRASH RECEPTACLE

PLAN / ELEVATION — SCALE: 1/2" =1'-0"





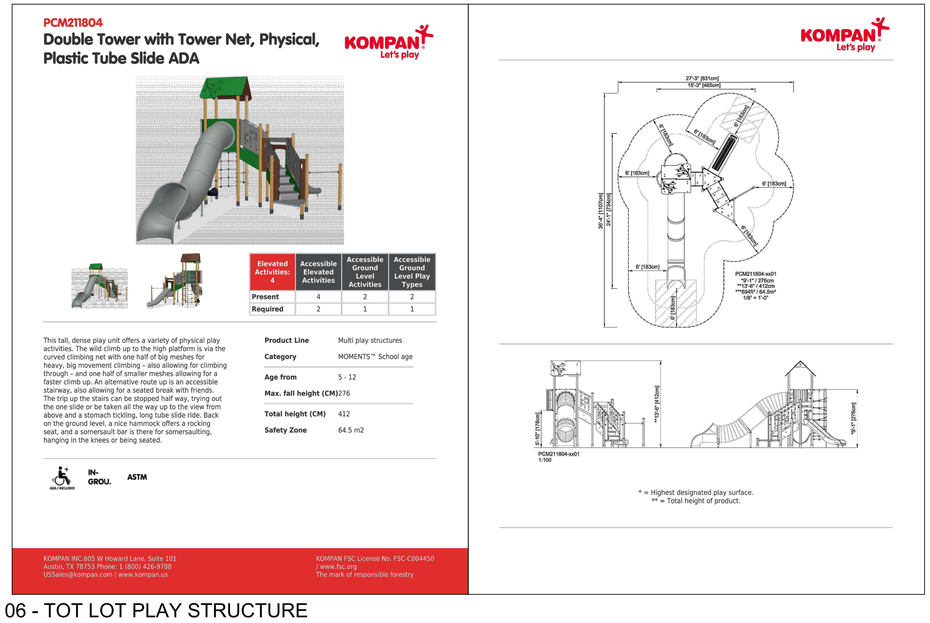
AIRI STIX 6' CONTOUR BENCH

- MODEL: AE2680STX
- DIMENSIONS: 35" H x 23" W x 75" L
- MATERIAL: HEAVY-GAUGE, PERFORATED STEEL SEAT CONSTRUCTION WITH CAST ALUMINUM ENDS
- FINISH: FADE RESISTANT, POWDER COATED STEEL AND ALUMINUM COMPONENTS
- FRAME COLOR: TEXTURED CHARCOAL
- SEAT COLOR: TEXTURED SILVER
- MOUNTING: SURFACE MOUNT

ANOVA
MANUEL GIL-GOODMAN
786-385-7101
MANUEL.G@ANOVAFURNISINGS.COM
WWW.ANOVAFURNISHINGS.COM

04 - BENCH

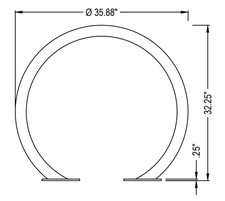
ELEVATION — SCALE: 1/2" =1'-0"



* = Highest designated play surface.
** = Total height of product.

06 - TOT LOT PLAY STRUCTURE

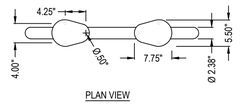
IMAGE — SCALE: NTS



CIRCLE POWDER COATED BIKE RACK, SURFACE MOUNT

- MODEL: CIRCLEBR
- DIMENSIONS: 32" H x 6" W x 36" D
- MATERIAL: POWDER COATED STEEL
- FRAME COLOR: TEXTURED CHARCOAL
- MOUNTING: SURFACE MOUNT

ANOVA
MANUEL GIL-GOODMAN
786-385-7101
MANUEL.G@ANOVAFURNISINGS.COM
WWW.ANOVAFURNISHINGS.COM



02 - BIKE RACK

PLAN / ELEVATION — SCALE: 1/2" =1'-0"

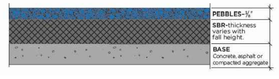
AVAILABLE AT:
LANDSCAPE STRUCTURES
888-438-6574
WWW.PLAYLSI.COM
INFO@PLAYLSI



Uncompromising Safety

Protection that measures up to industry requirements.

Safety and play go hand-in-hand at Landscape Structures. That's why PebbleFlex 2.0 is tested to accommodate fall heights of up to and including 12 feet, and meets all safety and accessibility standards. This high-impact attenuation is the result of SBR recycled rubber. The thickness of the SBR varies depending upon the fall height requirements. (See diagram below, illustrating the layering system.) The recycled rubber allows for natural expansion and contraction and is water permeable.



PEBBLEFLEX 2.0 BY SURFACE AMERICA

- POROUS THERMOPLASTIC ALIPHATIC POLYURETHANE DESIGNED TO BE USED AS THE IMPACT ATTENUATING SURFACE FOR PLAY AREAS OVER CONCRETE, ASPHALT, AND CRUSHED STONE AGGREGATE BASE
- WILL BOND TO MOST SURFACES AND WILL RESIST SURFACE MOVEMENT
- LIGHT-STABLE
- ASTM 1028 SKID RESISTANCE TEST
- ASTM 1291 STANDARD SPECIFICATION FOR IMPACT ATTENUATION OF SURFACE SYSTEMS UNDER AND AROUND PLAYGROUND EQUIPMENT
- SURFACE THICKNESS WILL VARY IN THE IMPACT LAYER
- FINISH TEXTURE PEBBLE GRAIN
- COLOR TBD
- INSTALL PER MANUFACTURER'S SPECIFICATIONS



05 - TOT LOT PLAY SURFACE

IMAGE — SCALE: NTS

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
EMAIL: HJohnson@aal-arch.com

REGISTERED LANDSCAPE ARCHITECT HUGH F. JOHNSON LA0000855 STATE OF FLORIDA

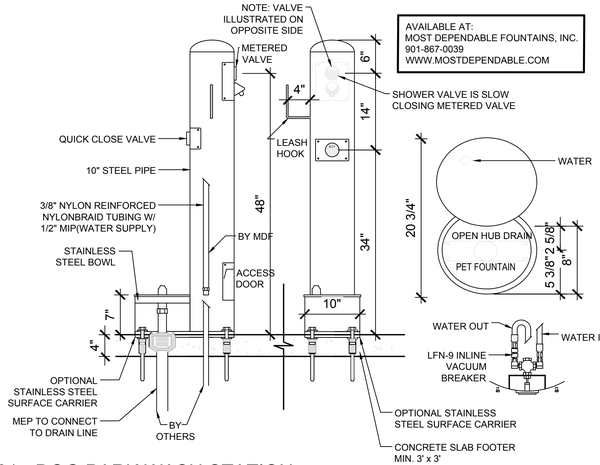
03-30-2021 Revision Dates

SITE DETAILS

PALM SPRINGS RESIDENCES

PALM SPRINGS, FLORIDA

Sheet Description: SITE DETAILS
Release Date: 01-22-21
Project Number: 2105
Drawing Number: L-504
SITE DETAILS



AVAILABLE AT:
MOST DEPENDABLE FOUNTAINS, INC.
901-867-0039
WWW.MOSTDEPENDABLE.COM

325 SM PEDESTAL SURFACE MOUNT PET COMFORT STATION WITH ONE BOWL ON BOTTOM OF THE COLUMN, METERED PET SHOWER AND LEASH HOOK SHOWN WITH OPTIONAL SS SURFACE CARRIER 10

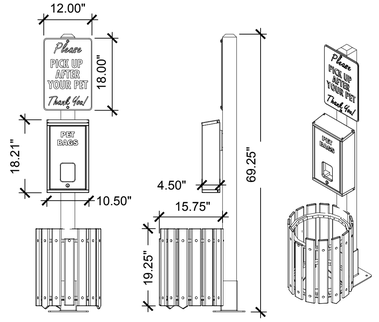
DIMENSIONS:
MATERIAL: POWDER-COATED STAINLESS STEEL
OPTIONAL 8" STAINLESS STEEL SURFACE CARRIER
COLOR: TBD

METERED VALVE WITH 45 SECOND RUNTIME VACUUM BREAKER INCLUDED FOR PET FOUNTAIN
HOSE HOOK / LEASH HOOK INCLUDED
SUPPLY CONNECTION STOPS ABOVE GRADE BEHIND THE ACCESS DOOR

NOTES:
1. PET FOUNTAIN IS PROVIDED WITH AN INLINE VACUUM BREAKER PLUS A 1 GPM FLOW RESTRICTOR.
2. SHOWN WITH STAINLESS STEEL SURFACE CARRIER TEMPLATE 10.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. DO NOT SCALE DRAWING.
5. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
6. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
7. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 3354-9.3.

01 - DOG PARK WASH STATION

PLAN / SECTION — SCALE: 1/2" =1'-0"



FRONT VIEW SIDE VIEW ISOMETRIC VIEW

HEADER BAG PET WASTE STATION AND SIGN
5 GALLON RECEPTACLE, POST, SIGN
ITEM NUMBER: APW1470 (SURFACE MOUNT)

DIMENSIONS: 17" (L) x 22" (W) x 69" (H)
SIGN DIMENSIONS: 12" x 18"
MATERIAL: 100% RECYCLED PLASTIC
MOUNTING: SURFACE MOUNTED
HARDWARE: STAINLESS STEEL
COLOR: EVERGREEN
DISPENSER: HOLDS UP TO 800 BAGS

INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS

AVAILABLE AT:
KIRBY BUILT
1-866-526-0178
INFO@KIRBYBUILT.COM
WWW.KIRBYBUILT.COM

02 - DOG PARK WASTE STATION

ELEVATION — SCALE: 1/2" =1'-0"



THE FIRE HYDRANT IS ROTATIONALLY CAST USING GLASS-FIBER-REINFORCED RESIN, WITH AN ACRYLIC COLOR COAT AND HAND-PAINTED ACCENTS.

APPROXIMATE DIMENSIONS ARE 32" HIGH X 19" WIDE, WITH A 12-INCH-DIAMETER CIRCULAR BASE.

SHIPPING WEIGHT IS 64 POUNDS.

BASE IS FACTORY DRILLED TO ACCEPT (4) STAINLESS-STEEL ANCHOR BOLTS, UP TO ½-INCH DIAMETER.

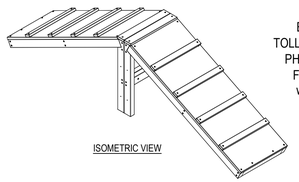
FOR ORDERING INFORMATION, PLEASE CONTACT:
DOG-ON-IT-PARKS
TOLL-FREE: 877-FIT-DOGS (877-348-3647),
TELL: 425-512-8489
(OR EQUAL .)

PLAN SYMBOL

03 - DOG PARK FIRE HYDRANT

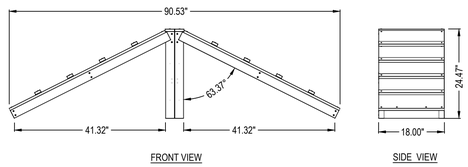
IMAGE — SCALE: NTS

☑ SELECT DESIRED COLOR:
☐ CEDAR/GREEN
☑ SELECT DESIRED MOUNT:
☐ PORTABLE
☐ IN-GROUND



ISOMETRIC VIEW

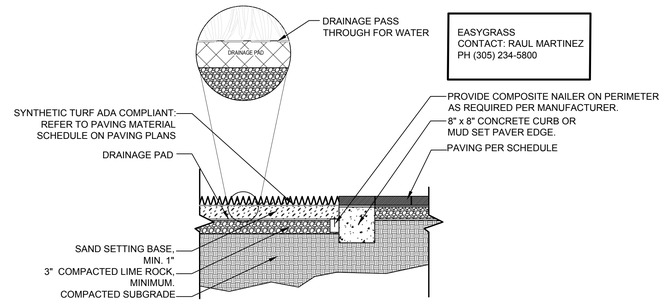
KIRBYBUILT
222 STATE ST.
BATAVIA, IL 60510
TOLL FREE: 1-855-888-7461
PHONE: (855) 888-7461
FAX: (630) 879-8687
www.kirbybuilt.com



FRONT VIEW SIDE VIEW

04 - DOG PARK RAMP

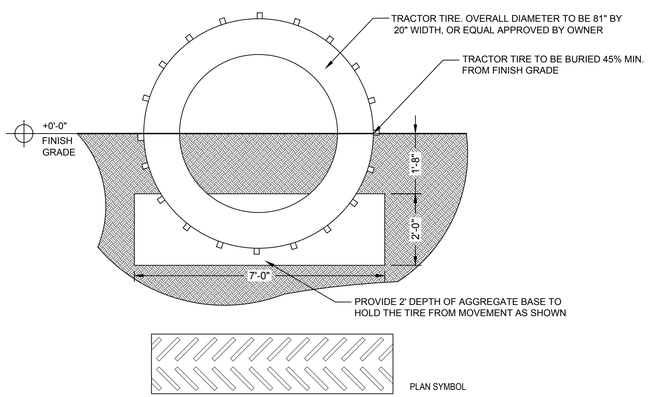
ELEVATION — SCALE: 1/2" =1'-0"



EASYGRASS
CONTACT: RAUL MARTINEZ
PH (305) 234-5800

05 - SYNTHETIC LAWN

SECTION — SCALE: NTS



06 - DOG PARK TIRE

PLAN / SECTION — SCALE: 1/2" =1'-0"

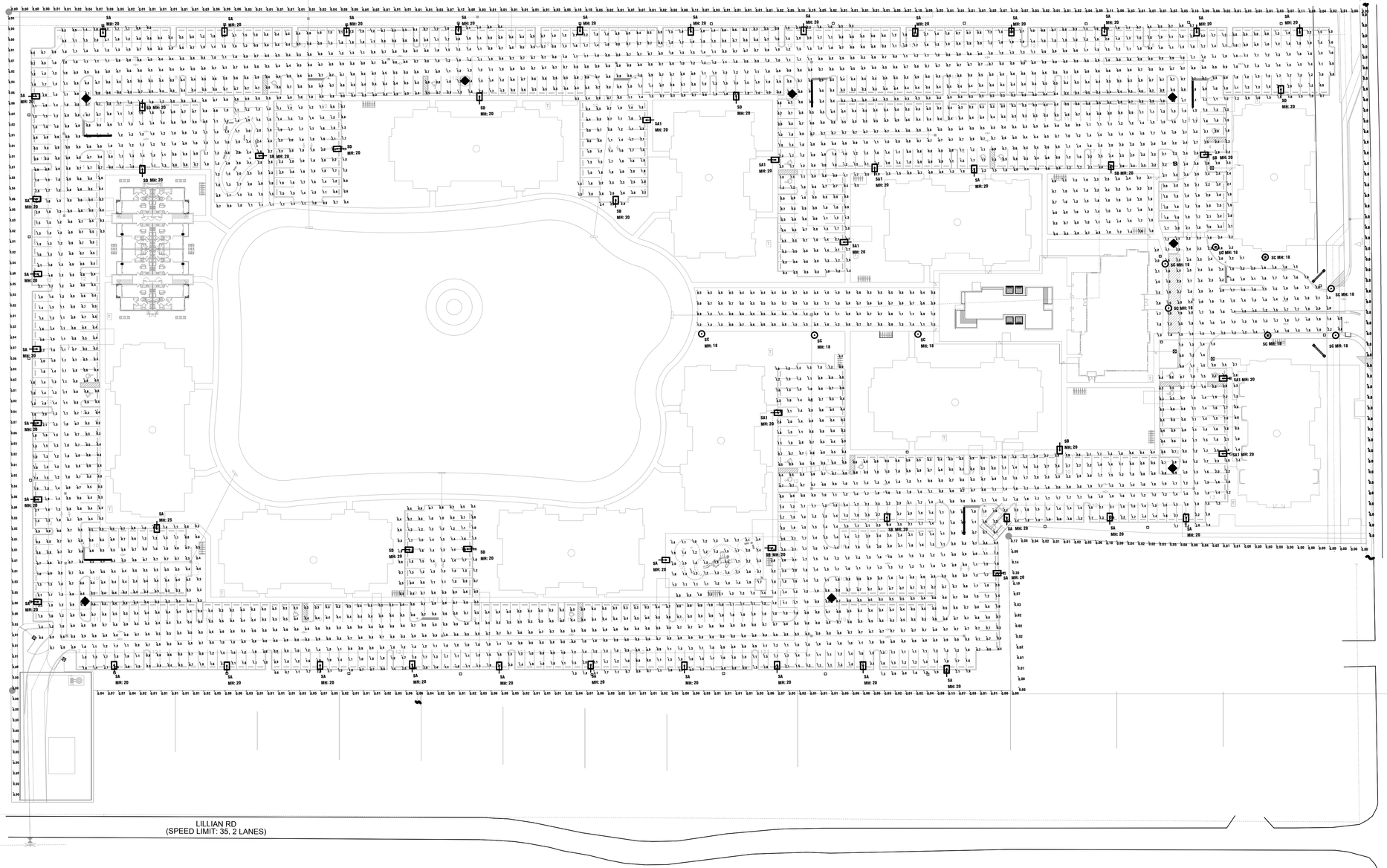
AAL Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8858
TEL: H J o h n s o n @ a a l l a n d . c o m EMAIL:

HUGH FRANKLIN JOHNSON — REGISTERED LANDSCAPE ARCHITECT — LA0000855 — STATE OF FLORIDA

Revision Dates
03-30-2021

SITE DETAILS
PALM SPRINGS RESIDENCES
PALM SPRINGS, FLORIDA

Sheet Description: SITE DETAILS
Release Date: 01-22-21
Project Number: 2105
Drawing Number: L-505
SITE DETAILS



Luminaire Schedule

Project: PALM SPRINGS RESIDENCES PALM SPRINGS , FL REV 3 1-22-2021

Symbol	Qty	Label	Description		Lamens/Lamp	LLF	Lum. Watts	Total Watts
	26	SA	GARDCO ECF-S-32L-530-NW-G2-4-WH	POLE MOUNT: 20' - 0" AFG	N.A.	0.900	56	2916
	7	SA1	GARDCO ECF-S-32L-530-NW-G2-4	POLE MOUNT: 20' - 0" AFG	N.A.	0.900	56	392
	7	SB	GARDCO ECF-S-48L-1_3A-NW-G2-5W	POLE MOUNT: 20' - 0" AFG	N.A.	0.900	183	1281
	8	SC	LUMEC MPTC-07W32LED40K-G2-LES	POLE MOUNT: 18' - 0" AFG	N.A.	0.900	104	832
	2	SC1	LUMEC MPTC-35W32LED40K-G2-L04-WS	POLE MOUNT: 18' - 0" AFG	N.A.	0.900	37	74
	8	SD	GARDCO ECF-S-32L-365-NW-G2-3	POLE MOUNT: 20' - 0" AFG	N.A.	0.900	40	320

Calculation Summary

Project: PALM SPRINGS RESIDENCES PALM SPRINGS , FL REV 3 1-22-2021

Label	Avg	Max	Min	Avg/Min	Max/Min
BUILDING 4 PLAYGROUND	1.54	2.5	1.0	1.54	2.50
FITNESS LAWN	1.48	2.8	0.4	3.70	7.00
LINEAR PARK	0.82	1.6	0.4	2.05	4.00
PARKING	1.10	3.0	0.3	3.67	10.00
SPILL EAST 0' AFG	0.00	0.0	0.0	N.A.	N.A.
SPILL NORTH 0' AFG	0.03	0.12	0.00	N.A.	N.A.
SPILL SOUTH 0' AFG	0.04	0.30	0.00	N.A.	N.A.
SPILL WEST 0' AFG	0.02	0.08	0.00	N.A.	N.A.

SESCO LIGHTING

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

SCALE: 1"=50'-00"
0' 25' 50' 100' 150'

NORTH

INITIAL SITE PLAN SUBMITTAL

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 Lcc0000237
954-764-8858
TEL: HJohnson@hallaal.com

REGISTERED LANDSCAPE ARCHITECT HUGH FRANKLIN JOHNSON LA0000855 STATE OF FLORIDA

HUGH JOHNSON

03-30-2021

Revision Dates

LANDSCAPE PLANS

PALM SPRINGS RESIDENCES

PALM SPRINGS, FLORIDA

Sheet Description
PHOTOMETRIC PLAN

Release Date
01-22-21

Project Number
2105

Drawing Number
L-PH
LANDSCAPE PLANS

GARDCO by Signify

Site & Area

EcoForm

ECF-S small area light

TYPE SA1

Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project:
Location:
Cat.No:
Type:
Lamps: Qty:
Notes:

Ordering guide

example: ECF-S-64L-900-NW-G2-AR-5-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage	Options: Dimming controls	Options: Motion sensing lens	Options: Photo-sensing	Options: Electrical	Options: Luminaire	Finish
ECF-S												
ECF-S EcoForm site and area, small	**32L** 32 LEDs (2 modules)[1]	**365** 365mA **530** 530mA **700** 700mA **1A** 1050mA **1.2A** 1200mA	**WW-G2** Warm White 3000K, 70 CRI Generation 2 **NW-G2** Neutral White 4000K, 70 CRI Generation 2 **CW-G2** Cool White 5000K, 70 CRI Generation 2	**AR** Arm Mount (standard)[2] *The following mounting kits must be ordered separately (See accessories)* **SF** Slip Fitter Mount[3] (fits to 2 ⅛" O.D. tenon) **WS** Wall mount with surface conduit rear entry permitted **RAM** Retrofit arm mount kit[3]	**Type 2** 2 Type 2 **2-90** Rotated left 90° **2-270** Rotated right 270° **Type 3** 3 Type 3 **3-90** Rotated left 90° **3-270** Rotated right 270° **Type 4** 4 Type 4 **4-90** Rotated left 90° **4-270** Rotated right 270° **Type 5** 5 Type 5 **5W** Type 5W **AFR** Auto Front Row **AFR-90** Auto Front Row, Rotated left 90° **AFR-270** Auto Front Row, Rotated right 270°	120 120V **208** 208V **240** 240V **277** 277V **347** 347V **480** 480V **UNV** 120-277V (50/60Hz) **HVU** 347-480V (50/60Hz)	**DD** 0-10V External dimming (by others)[4] **DCC** Dual Circuit Control[4][6] **FAWS** Field Adjustable Wattage Selector[4][5] **5W** Interface module for SiteWise[4][5] **LLC** Integral wireless module[4][5][7] **BL** Bi-level functionality[4][7] **DynaDimmer:** Automatic Profile Dimming **CS50** Safety 50% Dimming, 7 hours[7][8] **CM50** Median 50% Dimming, 8 hours[8] **CS30** Safety 30% Dimming, 7 hours[7][8] **CM30** Median 30% Dimming, 8 hours[7][8]	**IMR03** Integral with #3 lens[9] **IMR07** Integral with #7 lens[9]	**PCB** Photocontrol Button[10] **TLRDS** Twist Lock Receptacle 5 Pin[10] **TLRD7** Twist Lock Receptacle 7 Pin[10] **TLRPC** Twist Lock Receptacle w/ Photocell[10]	**Fusing** **F1** Single (120, 277, 347VAC)[11] **F2** Double (208, 240, 480VAC)[11] **Pole Mount Fusing** **FP1** Single (120, 277, 347VAC)[11] **FP2** Double (208, 240, 480VAC)[11] **FP3** Canadian Double Pull (208, 240, 480VAC)[11] **Surge Protection** (10kA standard) **SP2** Increased 20kA[12]	Square Pole Adapter Included in standard product **TB** Terminal Block[13] **RPA** Round Pole Adapter (fits to 3"- 3.9" O.D. poles)[13] **HIS** Internal Housing Side Shield[14]	**Textured** **BK** Black **WH** White **BZ** Bronze **DGY** Dark Gray **MGY** Medium Gray **Customer specified** **RAL** Specify optional color or RAL (ex: RAL7024) **CC** Custom color (Must supply color chip for required factory quote)
	48L 48 LEDs (3 modules)	**900** 900mA **1A** 1050mA **1.2A** 1200mA										
	64L 64 LEDs (4 modules)	**900** 900mA **1A** 1050mA										

1. BL=IMR03/7 equipped with out-boarded sensor housing when voltage is HVU (347–480V)
2. Mounts to a 4" round pole with adapter included for square poles.
3. Limited to a maximum of 45 degrees aiming above horizontal.
4. Not available with other dimming control options.
5. Not available with motion sensor.
6. Not available with photocontrol.
7. Available only in 120 or 277V.
8. Not available in 347 or 480V
9. Must specify input voltage.
10. Dimming will not be connected to NEMA receptacle if ordering with other control options.
11. Not available in 480V. Order photocell separately with TLRDS/7.
12. Not available with DCC.
13. Not available with SF and WS. RPAs provided with black finish standard.
14. HIS not available with Type 5 and SW optics.
15. Not available with DD, DCC, and FAWS dimming control options.
16. Not available with DD, DCC, FAWS and LLC dimming control options.
17. Must specify a motion sensor lens.

GARDCO by Signify

Site & Area

EcoForm

ECF-S small area light

TYPE SA

Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project:
Location:
Cat.No:
Type:
Lamps: Qty:
Notes:

Ordering guide

example: ECF-S-64L-900-NW-G2-AR-5-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage	Options: Dimming controls	Options: Motion sensing lens	Options: Photo-sensing	Options: Electrical	Options: Luminaire	Finish
ECF-S												
ECF-S EcoForm site and area, small	**32L** 32 LEDs (2 modules)[1]	**365** 365mA **530** 530mA **700** 700mA **1A** 1050mA **1.2A** 1200mA	**WW-G2** Warm White 3000K, 70 CRI Generation 2 **NW-G2** Neutral White 4000K, 70 CRI Generation 2 **CW-G2** Cool White 5000K, 70 CRI Generation 2	**AR** Arm Mount (standard)[2] *The following mounting kits must be ordered separately (See accessories)* **SF** Slip Fitter Mount[3] (fits to 2 ⅛" O.D. tenon) **WS** Wall mount with surface conduit rear entry permitted **RAM** Retrofit arm mount kit[3]	**Type 2** 2 Type 2 **2-90** Rotated left 90° **2-270** Rotated right 270° **Type 3** 3 Type 3 **3-90** Rotated left 90° **3-270** Rotated right 270° **Type 4** 4 Type 4 **4-90** Rotated left 90° **4-270** Rotated right 270° **Type 5** 5 Type 5 **5W** Type 5W **AFR** Auto Front Row **AFR-90** Auto Front Row, Rotated left 90° **AFR-270** Auto Front Row, Rotated right 270°	120 120V **208** 208V **240** 240V **277** 277V **347** 347V **480** 480V **UNV** 120-277V (50/60Hz) **HVU** 347-480V (50/60Hz)	**DD** 0-10V External dimming (by others)[4] **DCC** Dual Circuit Control[4][6] **FAWS** Field Adjustable Wattage Selector[4][5] **5W** Interface module for SiteWise[4][5] **LLC** Integral wireless module[4][5][7] **BL** Bi-level functionality[4][7] **DynaDimmer:** Automatic Profile Dimming **CS50** Safety 50% Dimming, 7 hours[7][8] **CM50** Median 50% Dimming, 8 hours[8] **CS30** Safety 30% Dimming, 7 hours[7][8] **CM30** Median 30% Dimming, 8 hours[7][8]	**IMR03** Integral with #3 lens[9] **IMR07** Integral with #7 lens[9]	**PCB** Photocontrol Button[10] **TLRDS** Twist Lock Receptacle 5 Pin[10] **TLRD7** Twist Lock Receptacle 7 Pin[10] **TLRPC** Twist Lock Receptacle w/ Photocell[10]	**Fusing** **F1** Single (120, 277, 347VAC)[11] **F2** Double (208, 240, 480VAC)[11] **Pole Mount Fusing** **FP1** Single (120, 277, 347VAC)[11] **FP2** Double (208, 240, 480VAC)[11] **FP3** Canadian Double Pull (208, 240, 480VAC)[11] **Surge Protection** (10kA standard) **SP2** Increased 20kA[12]	Square Pole Adapter Included in standard product **TB** Terminal Block[13] **RPA** Round Pole Adapter (fits to 3"- 3.9" O.D. poles)[13] **HIS** Internal Housing Side Shield[14]	**Textured** **BK** Black **WH** White **BZ** Bronze **DGY** Dark Gray **MGY** Medium Gray **Customer specified** **RAL** Specify optional color or RAL (ex: RAL7024) **CC** Custom color (Must supply color chip for required factory quote)
	48L 48 LEDs (3 modules)	**900** 900mA **1A** 1050mA **1.2A** 1200mA										
	64L 64 LEDs (4 modules)	**900** 900mA **1A** 1050mA										

1. BL=IMR03/7 equipped with out-boarded sensor housing when voltage is HVU (347–480V)
2. Mounts to a 4" round pole with adapter included for square poles.
3. Limited to a maximum of 45 degrees aiming above horizontal.
4. Not available with other dimming control options.
5. Not available with motion sensor.
6. Not available with photocontrol.
7. Available only in 120 or 277V.
8. Not available in 347 or 480V
9. Must specify input voltage.
10. Dimming will not be connected to NEMA receptacle if ordering with other control options.
11. Not available in 480V. Order photocell separately with TLRDS/7.
12. Not available with DCC.
13. Not available with SF and WS. RPAs provided with black finish standard.
14. HIS not available with Type 5 and SW optics.
15. Not available with DD, DCC, and FAWS dimming control options.
16. Not available with DD, DCC, FAWS and LLC dimming control options.
17. Must specify a motion sensor lens.

GARDCO by Signify

Site & Area

EcoForm

ECF-S small area light

TYPE SB

Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project:
Location:
Cat.No:
Type:
Lamps: Qty:
Notes:

Ordering guide

example: ECF-S-64L-900-NW-G2-AR-5-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage	Options: Dimming controls	Options: Motion sensing lens	Options: Photo-sensing	Options: Electrical	Options: Luminaire	Finish
ECF-S												
ECF-S EcoForm site and area, small	**32L** 32 LEDs (2 modules)[1]	**365** 365mA **530** 530mA **700** 700mA **1A** 1050mA **1.2A** 1200mA	**WW-G2** Warm White 3000K, 70 CRI Generation 2 **NW-G2** Neutral White 4000K, 70 CRI Generation 2 **CW-G2** Cool White 5000K, 70 CRI Generation 2	**AR** Arm Mount (standard)[2] *The following mounting kits must be ordered separately (See accessories)* **SF** Slip Fitter Mount[3] (fits to 2 ⅛" O.D. tenon) **WS** Wall mount with surface conduit rear entry permitted **RAM** Retrofit arm mount kit[3]	**Type 2** 2 Type 2 **2-90** Rotated left 90° **2-270** Rotated right 270° **Type 3** 3 Type 3 **3-90** Rotated left 90° **3-270** Rotated right 270° **Type 4** 4 Type 4 **4-90** Rotated left 90° **4-270** Rotated right 270° **Type 5** 5 Type 5 **5W** Type 5W **AFR** Auto Front Row **AFR-90** Auto Front Row, Rotated left 90° **AFR-270** Auto Front Row, Rotated right 270°	120 120V **208** 208V **240** 240V **277** 277V **347** 347V **480** 480V **UNV** 120-277V (50/60Hz) **HVU** 347-480V (50/60Hz)	**DD** 0-10V External dimming (by others)[4] **DCC** Dual Circuit Control[4][6] **FAWS** Field Adjustable Wattage Selector[4][5] **5W** Interface module for SiteWise[4][5] **LLC** Integral wireless module[4][5][7] **BL** Bi-level functionality[4][7] **DynaDimmer:** Automatic Profile Dimming **CS50** Safety 50% Dimming, 7 hours[7][8] **CM50** Median 50% Dimming, 8 hours[8] **CS30** Safety 30% Dimming, 7 hours[7][8] **CM30** Median 30% Dimming, 8 hours[7][8]	**IMR03** Integral with #3 lens[9] **IMR07** Integral with #7 lens[9]	**PCB** Photocontrol Button[10] **TLRDS** Twist Lock Receptacle 5 Pin[10] **TLRD7** Twist Lock Receptacle 7 Pin[10] **TLRPC** Twist Lock Receptacle w/ Photocell[10]	**Fusing** **F1** Single (120, 277, 347VAC)[11] **F2** Double (208, 240, 480VAC)[11] **Pole Mount Fusing** **FP1** Single (120, 277, 347VAC)[11] **FP2** Double (208, 240, 480VAC)[11] **FP3** Canadian Double Pull (208, 240, 480VAC)[11] **Surge Protection** (10kA standard) **SP2** Increased 20kA[12]	Square Pole Adapter Included in standard product **TB** Terminal Block[13] **RPA** Round Pole Adapter (fits to 3"- 3.9" O.D. poles)[13] **HIS** Internal Housing Side Shield[14]	**Textured** **BK** Black **WH** White **BZ** Bronze **DGY** Dark Gray **MGY** Medium Gray **Customer specified** **RAL** Specify optional color or RAL (ex: RAL7024) **CC** Custom color (Must supply color chip for required factory quote)
	48L 48 LEDs (3 modules)	**900** 900mA **1A** 1050mA **1.2A** 1200mA										
	64L 64 LEDs (4 modules)	**900** 900mA **1A** 1050mA										

1. BL=IMR03/7 equipped with out-boarded sensor housing when voltage is HVU (347–480V)
2. Mounts to a 4" round pole with adapter included for square poles.
3. Limited to a maximum of 45 degrees aiming above horizontal.
4. Not available with other dimming control options.
5. Not available with motion sensor.
6. Not available with photocontrol.
7. Available only in 120 or 277V.
8. Not available in 347 or 480V
9. Must specify input voltage.
10. Dimming will not be connected to NEMA receptacle if ordering with other control options.
11. Not available in 480V. Order photocell separately with TLRDS/7.
12. Not available with DCC.
13. Not available with SF and WS. RPAs provided with black finish standard.
14. HIS not available with Type 5 and SW optics.
15. Not available with DD, DCC, and FAWS dimming control options.
16. Not available with DD, DCC, FAWS and LLC dimming control options.
17. Must specify a motion sensor lens.

LUMEC by Signify

Urbain

MetroScape

MPTR Post Top

TYPE SC1

Lumec **MetroScape LED** post top luminaire features flexible, robust energy-saving solutions for heritage-styled urban architectural lighting. Crowned with an ornamental hood, the post top model comes with a flat lens to highlight the thinness of the LEDs. The luminaire provides attractive lighting at night, adding appeal to the surroundings and promoting safe use of the environment. Includes Service Tag, innovative way to provide assistance throughout the life of the product

Project:
Location:
Cat.No:
Type:
Lamps: Qty:
Notes:

Luminaire ordering guide

Example: MPTR-55W32LED4K-T-LE3-120-CDMGM25-PHB-BKTX

Series	LED Module	CCT	Gen.	Optical System	Voltage	Driver	Luminaire option	Mounting	Pole	Finish
MPTR										
MPTR[1] MetroScape LED post top luminaire	**35W32LED**[2] **55W32LED**[2] **72W32LED** **97W32LED**[2] **55W48LED** **80W48LED** **108W48LED** **140W48LED**[2] **70W64LED** **110W64LED** **90W80LED** **135W80LED**	**3K** 3000K **4K** 4000K	**G2** Gen 2	**LE2** Type II (ASYM) flat lens **LE3** Type III (ASYM) flat lens **LE3W**[3] Type III (ASYM) wide flat lens **LE4** Type IV (ASYM) flat lens **LE5** Type V (SYMM) flat lens	**120** 120V **208** 208V **240** 240V **277** 277V **347** 347V **480** 480V	**CDMG**[2] Dynadimmer for standard dimming (consult complete Dynadimmer scenarios on pg 3) **CLO**[3] Pre-set driver to manage lumen depreciation **AST**[3] Pre-set driver for progressive start-up **OTL**[3] Pre-set driver to signal end of life of the lamp **DALI**[3] Pre-set driver compatible with the DALI control system **DMG** 0-10 volt **SRD**[3] Sensor ready driver (standard configuration) **SRD1**[3] Sensor ready driver (alternate configuration)	**HS** House Side Shield **OVR** Dynadimmer override function **PHB** Photoelectric cell **PHXL**[2] Photoelectric cell, extended life **RCD**[4] 5–Pin receptacle for dimming photoelectric cell **RCD7**[4] 7-Pin receptacle for photoelectric cell **TN3**[5] Fitter to fit over a 3" (76 mm) O.D. by 4" (102 mm) long tenon **TN3.5**[5] Fitter to fit over a 3½" (89 mm) O.D. by 4" (102 mm) long tenon	Consult the Signify web site for details and the complete line of Mountings	Consult the Signify web site for details and the complete line of Poles	**BE2TX** **BE6TX** **BE8TX** **BG2TX** **BKTX** **BRTX** **GN4TX** **GN6TX** **GN8TX** **GNTX** **GR** **GY3TX** **NP** **RD2TX** **RD4TX** **TG** **TS** **WHTX** (see pg 4 for codes)

1. DMG 0-10V driver come standard.
2. Not available with 347V and 480V.
3. Not available with HS option.
4. Use of photoelectric cell or shorting cap is required to ensure proper illumination.
5. Not available with Motion Response.

LUMEC by Signify

Urbain

MetroScape

MPTR Post Top

TYPE SC

Lumec **MetroScape LED** post top luminaire features flexible, robust energy-saving solutions for heritage-styled urban architectural lighting. Crowned with an ornamental hood, the post top model comes with a flat lens to highlight the thinness of the LEDs. The luminaire provides attractive lighting at night, adding appeal to the surroundings and promoting safe use of the environment. Includes Service Tag, innovative way to provide assistance throughout the life of the product

Project:
Location:
Cat.No:
Type:
Lamps: Qty:
Notes:

Luminaire ordering guide

Example: MPTR-55W32LED4K-T-LE3-120-CDMGM25-PHB-BKTX

Series	LED Module	CCT	Gen.	Optical System	Voltage	Driver	Luminaire option	Mounting	Pole	Finish
MPTR										
MPTR[1] MetroScape LED post top luminaire	**35W32LED**[2] **55W32LED**[2] **72W32LED** **97W32LED**[2] **55W48LED** **80W48LED** **108W48LED** **140W48LED**[2] **70W64LED** **110W64LED** **90W80LED** **135W80LED**	**3K** 3000K **4K** 4000K	**G2** Gen 2	**LE2** Type II (ASYM) flat lens **LE3** Type III (ASYM) flat lens **LE3W**[3] Type III (ASYM) wide flat lens **LE4** Type IV (ASYM) flat lens **LE5** Type V (SYMM) flat lens	**120** 120V **208** 208V **240** 240V **277** 277V **347** 347V **480** 480V	**CDMG**[2] Dynadimmer for standard dimming (consult complete Dynadimmer scenarios on pg 3) **CLO**[3] Pre-set driver to manage lumen depreciation **AST**[3] Pre-set driver for progressive start-up **OTL**[3] Pre-set driver to signal end of life of the lamp **DALI**[3] Pre-set driver compatible with the DALI control system **DMG** 0-10 volt **SRD**[3] Sensor ready driver (standard configuration) **SRD1**[3] Sensor ready driver (alternate configuration)	**HS** House Side Shield **OVR** Dynadimmer override function **PHB** Photoelectric cell **PHXL**[2] Photoelectric cell, extended life **RCD**[4] 5–Pin receptacle for dimming photoelectric cell **RCD7**[4] 7-Pin receptacle for photoelectric cell **TN3**[5] Fitter to fit over a 3" (76 mm) O.D. by 4" (102 mm) long tenon **TN3.5**[5] Fitter to fit over a 3½" (89 mm) O.D. by 4" (102 mm) long tenon	Consult the Signify web site for details and the complete line of Mountings	Consult the Signify web site for details and the complete line of Poles	**BE2TX** **BE6TX** **BE8TX** **BG2TX** **BKTX** **BRTX** **GN4TX** **GN6TX** **GN8TX** **GY3TX** **NP** **RD2TX** **RD4TX** **TG** **TS** **WHTX** (see pg 4 for codes)

1. DMG 0-10V driver come standard.
2. Not available with 347V and 480V.
3. Not available with HS option.
4. Use of photoelectric cell or shorting cap is required to ensure proper illumination.
5. Not available with Motion Response.

GARDCO by Signify

Site & Area

EcoForm

ECF-S small area light

TYPE SD

Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project:
Location:
Cat.No:
Type:
Lamps: Qty:
Notes:

Ordering guide

example: ECF-S-64L-900-NW-G2-AR-5-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage	Options: Dimming controls	Options: Motion sensing lens	Options: Photo-sensing	Options: Electrical	Options: Luminaire	Finish
ECF-S												
ECF-S EcoForm site and area, small	**32L** 32 LEDs (2 modules)[1]	**365** 365mA **530** 530mA **700** 700mA **1A** 1050mA **1.2A** 1200mA	**WW-G2** Warm White 3000K, 70 CRI Generation 2 **NW-G2** Neutral White 4000K, 70 CRI Generation 2 **CW-G2** Cool White 5000K, 70 CRI Generation 2	**AR** Arm Mount (standard)[2] *The following mounting kits must be ordered separately (See accessories)* **SF** Slip Fitter Mount[3] (fits to 2 ⅛" O.D. tenon) **WS** Wall mount with surface conduit rear entry permitted **RAM** Retrofit arm mount kit[3]	**Type 2** 2 Type 2 **2-90** Rotated left 90° **2-270** Rotated right 270° **Type 3** 3 Type 3 **3-90** Rotated left 90° **3-270** Rotated right 270° **Type 4** 4 Type 4 **4-90** Rotated left 90° **4-270** Rotated right 270° **Type 5** 5 Type 5 **5W** Type 5W **AFR** Auto Front Row **AFR-90** Auto Front Row, Rotated left 90° **AFR-270** Auto Front Row, Rotated right 270°	120 120V **208** 208V **240** 240V **277** 277V **347** 347V **480** 480V **UNV** 120-277V (50/60Hz) **HVU** 347-480V (50/60Hz)	**DD** 0-10V External dimming (by others)[4] **DCC** Dual Circuit Control[4][6] **FAWS** Field Adjustable Wattage Selector[4][5] **5W** Interface module for SiteWise[4][5] **LLC** Integral wireless module[4][5][7] **BL** Bi-level functionality[4][7] **DynaDimmer:** Automatic Profile Dimming **CS50** Safety 50% Dimming, 7 hours[7][8] **CM50** Median 50% Dimming, 8 hours[8] **CS30** Safety 30% Dimming, 7 hours[7][8] **CM30** Median 30% Dimming, 8 hours[7][8]	**IMR03** Integral with #3 lens[9] **IMR07** Integral with #7 lens[9]	**PCB** Photocontrol Button[10] **TLRDS** Twist Lock Receptacle 5 Pin[10] **TLRD7** Twist Lock Receptacle 7 Pin[10] **TLRPC** Twist Lock Receptacle w/ Photocell[10]	**Fusing** **F1** Single (120, 277, 347VAC)[11] **F2** Double (208, 240, 480VAC)[11] **Pole Mount Fusing** **FP1** Single (120, 277, 347VAC)[11] **FP2** Double (208, 240, 480VAC)[11] **FP3** Canadian Double Pull (208, 240, 480VAC)[11] **Surge Protection** (10kA standard) **SP2** Increased 20kA[12]	Square Pole Adapter Included in standard product **TB** Terminal Block[13] **RPA** Round Pole Adapter (fits to 3"- 3.9" O.D. poles)[13] **HIS** Internal Housing Side Shield[14]	**Textured** **BK** Black **WH** White **BZ** Bronze **DGY** Dark Gray **MGY** Medium Gray **Customer specified** **RAL** Specify optional color or RAL (ex: RAL7024) **CC** Custom color (Must supply color chip for required factory quote)
	48L 48 LEDs (3 modules)	**900** 900mA **1A** 1050mA										
	64L 64 LEDs (4 modules)	**900** 900mA **1A** 1050mA										

1. BL=IMR03/7 equipped with out-boarded sensor housing when voltage is HVU (347–480V)
2. Mounts to a 4" round pole with adapter included for square poles.
3. Limited to a maximum of 45 degrees aiming above horizontal.
4. Not available with other dimming control options.
5. Not available with motion sensor.
6. Not available with photocontrol.
7. Available only in 120 or 277V.
8. Not available in 347 or 480V
9. Must specify input voltage.
10. Dimming will not be connected to NEMA receptacle if ordering with other control options.
11. Not available in 480V. Order photocell separately with TLRDS/7.
12. Not available with DCC.
13. Not available with SF and WS. RPAs provided with black finish standard.
14. HIS not available with Type 5 and SW optics.
15. Not available with DD, DCC, and FAWS dimming control options.
16. Not available with DD, DCC, FAWS and LLC dimming control options.
17. Must specify a motion sensor lens..

INITIAL SITE PLAN SUBMITTAL

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL 33315 LC0000237
954-764-8458
TEL: H a l l E M A I L:

HUGH ALEXANDER JOHNSON ARCHITECT LA0000857 STATE OF FLORIDA REGISTERED

Revision Dates
03-30-2021

LANDSCAPE PLANS

PALM SPRINGS RESIDENCES

PALM SPRINGS, FLORIDA

SESCO LIGHTING

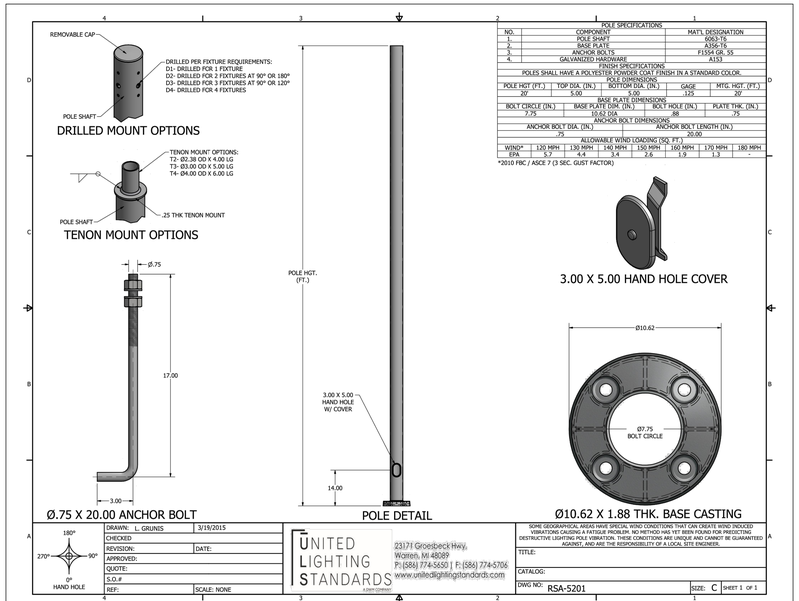
811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

Sheet Description
LIGHTING CUT-SHEETS

Release Date
03-30-21

Project Number
2105

Drawing Number
L-PH2
LANDSCAPE PLANS



POLE SPECIFICATIONS		
NO.	COMPONENT	MAT'L DESIGNATION
1.	POLE SHAFT	6063-T6
2.	BASE PLATE	A356-T6
3.	ANCHOR BOLTS	F1554 GR. 55
4.	GALVANIZED HARDWARE	A153

FINISH SPECIFICATIONS

POLES SHALL HAVE A POLYESTER POWDER COAT FINISH IN A STANDARD COLOR.

POLE DIMENSIONS

POLE HGT (FT.)	TOP DIA. (IN.)	BOTTOM DIA. (IN.)	GAGE	MTG. HGT. (FT.)
20'	5.00	5.00	.125	20'

BASE PLATE DIMENSIONS

BOLT CIRCLE (IN.)	BASE PLATE DIM. (IN.)	BOLT HOLE (IN.)	PLATE THK. (IN.)
7.75	10.62 DIA	.88	.75

ANCHOR BOLT DIMENSIONS

ANCHOR BOLT DIA. (IN.)	ANCHOR BOLT LENGTH (IN.)
.75	20.00

ALLOWABLE WIND LOADING (SQ. FT.)

WIND*	120 MPH	130 MPH	140 MPH	150 MPH	160 MPH	170 MPH	180 MPH
EPA	5.7	4.4	3.4	2.6	1.9	1.3	-

*2010 FBC / ASCE 7 (3 SEC. GUST FACTOR)

DRAWN:	L. GRUNIS	3/19/2015
CHECKED		
REVISION:		DATE:
APPROVED:		
QUOTE:		
S.O.#		
REF:		SCALE: NONE

UNITED LIGHTING STANDARDS
A ZOHO COMPANY

23171 Groesbeck Hwy,
Warren, MI 48089
P: (586) 774-5650 | F: (586) 774-5706
www.unitedlightingstandards.com

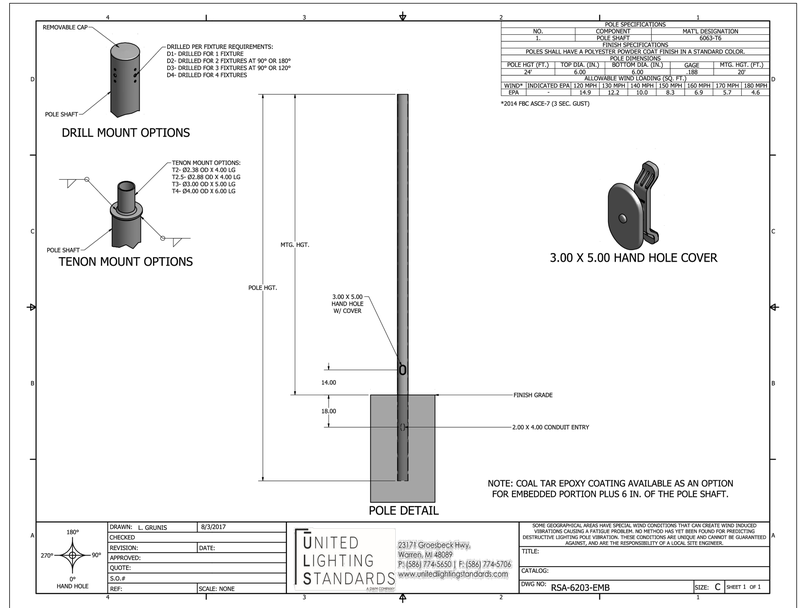
SOME GEOGRAPHICAL AREAS HAVE SPECIAL WIND CONDITIONS THAT CAN CREATE WIND INDUCED VIBRATIONS CAUSING A FATIGUE PROBLEM. NO METHOD HAS YET BEEN FOUND FOR PREDICTING DESTRUCTIVE LIGHTING POLE VIBRATION. THESE CONDITIONS ARE UNIQUE AND CANNOT BE GUARANTEED AGAINST, AND ARE THE RESPONSIBILITY OF A LOCAL SITE ENGINEER.

TITLE:

CATALOG:

DWG NO: RSA-5201 SIZE: C SHEET 1 OF 1

POLES WITH CONCRETE FOOTING OPTION



POLE SPECIFICATIONS		
NO.	COMPONENT	MAT'L DESIGNATION
1.	POLE SHAFT	6063-T6

FINISH SPECIFICATIONS

POLES SHALL HAVE A POLYESTER POWDER COAT FINISH IN A STANDARD COLOR.

POLE DIMENSIONS

POLE HGT (FT.)	TOP DIA. (IN.)	BOTTOM DIA. (IN.)	GAGE	MTG. HGT. (FT.)
24'	6.00	6.00	.188	20'

ALLOWABLE WIND LOADING (SQ. FT.)

WIND*	INDICATED EPA	120 MPH	130 MPH	140 MPH	150 MPH	160 MPH	170 MPH	180 MPH
EPA	-	14.9	12.2	10.0	8.3	6.9	5.7	4.6

*2014 FBC ASCE-7 (3 SEC. GUST)

DRAWN:	L. GRUNIS	8/3/2017
CHECKED		
REVISION:		DATE:
APPROVED:		
QUOTE:		
S.O.#		
REF:		SCALE: NONE

UNITED LIGHTING STANDARDS
A ZOHO COMPANY

23171 Groesbeck Hwy,
Warren, MI 48089
P: (586) 774-5650 | F: (586) 774-5706
www.unitedlightingstandards.com

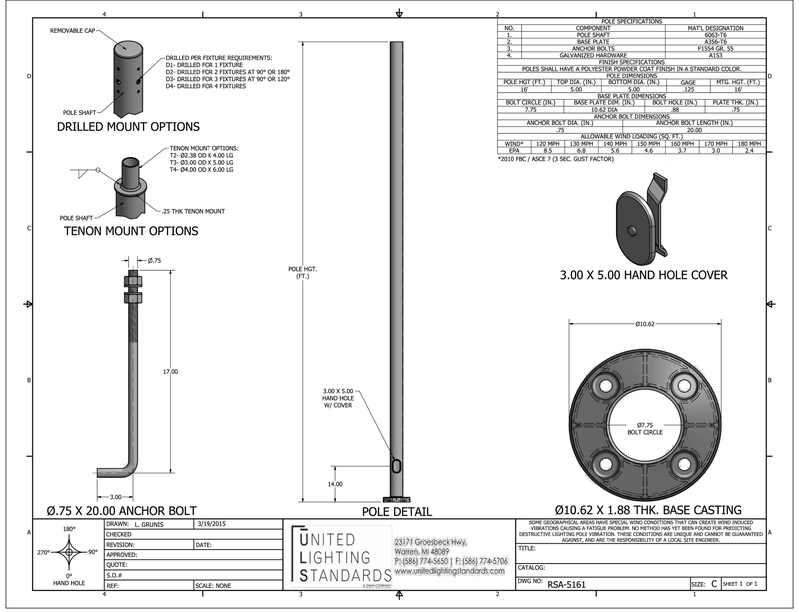
SOME GEOGRAPHICAL AREAS HAVE SPECIAL WIND CONDITIONS THAT CAN CREATE WIND INDUCED VIBRATIONS CAUSING A FATIGUE PROBLEM. NO METHOD HAS YET BEEN FOUND FOR PREDICTING DESTRUCTIVE LIGHTING POLE VIBRATION. THESE CONDITIONS ARE UNIQUE AND CANNOT BE GUARANTEED AGAINST, AND ARE THE RESPONSIBILITY OF A LOCAL SITE ENGINEER.

TITLE:

CATALOG:

DWG NO: RSA-6203-EMB SIZE: C SHEET 1 OF 1

POLES WITH DIRECT BURY OPTION



POLE SPECIFICATIONS		
NO.	COMPONENT	MAT'L DESIGNATION
1.	POLE SHAFT	6063-T6
2.	BASE PLATE	A356-T6
3.	ANCHOR BOLTS	F1554 GR. 55
4.	GALVANIZED HARDWARE	A153

FINISH SPECIFICATIONS

POLES SHALL HAVE A POLYESTER POWDER COAT FINISH IN A STANDARD COLOR.

POLE DIMENSIONS

POLE HGT (FT.)	TOP DIA. (IN.)	BOTTOM DIA. (IN.)	GAGE	MTG. HGT. (FT.)
16'	5.00	5.00	.125	16'

BASE PLATE DIMENSIONS

BOLT CIRCLE (IN.)	BASE PLATE DIM. (IN.)	BOLT HOLE (IN.)	PLATE THK. (IN.)
7.75	10.62 DIA	.88	.75

ANCHOR BOLT DIMENSIONS

ANCHOR BOLT DIA. (IN.)	ANCHOR BOLT LENGTH (IN.)
.75	20.00

ALLOWABLE WIND LOADING (SQ. FT.)

WIND*	120 MPH	130 MPH	140 MPH	150 MPH	160 MPH	170 MPH	180 MPH
EPA	8.5	6.8	5.6	4.6	3.7	3.0	2.4

*2010 FBC / ASCE 7 (3 SEC. GUST FACTOR)

DRAWN:	L. GRUNIS	3/19/2015
CHECKED		
REVISION:		DATE:
APPROVED:		
QUOTE:		
S.O.#		
REF:		SCALE: NONE

UNITED LIGHTING STANDARDS
A ZOHO COMPANY

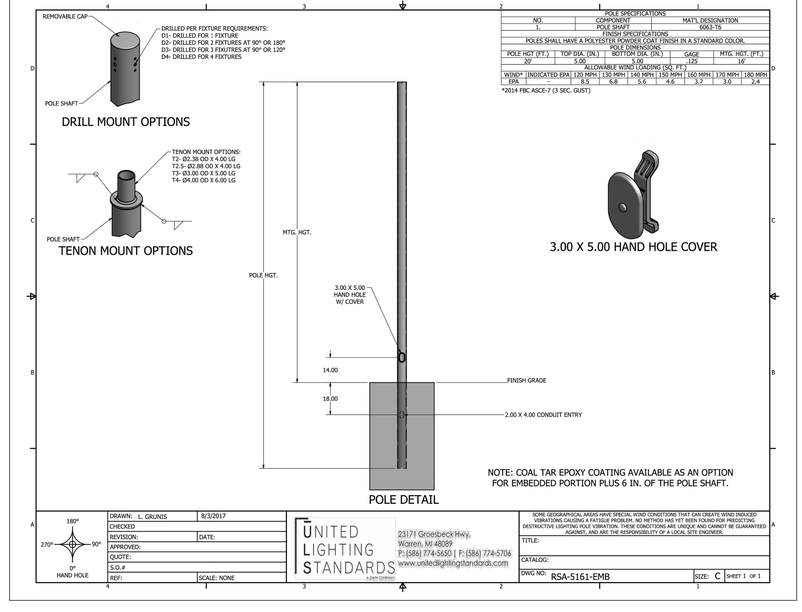
23171 Groesbeck Hwy,
Warren, MI 48089
P: (586) 774-5650 | F: (586) 774-5706
www.unitedlightingstandards.com

SOME GEOGRAPHICAL AREAS HAVE SPECIAL WIND CONDITIONS THAT CAN CREATE WIND INDUCED VIBRATIONS CAUSING A FATIGUE PROBLEM. NO METHOD HAS YET BEEN FOUND FOR PREDICTING DESTRUCTIVE LIGHTING POLE VIBRATION. THESE CONDITIONS ARE UNIQUE AND CANNOT BE GUARANTEED AGAINST, AND ARE THE RESPONSIBILITY OF A LOCAL SITE ENGINEER.

TITLE:

CATALOG:

DWG NO: RSA-5161 SIZE: C SHEET 1 OF 1



POLE SPECIFICATIONS		
NO.	COMPONENT	MAT'L DESIGNATION
1.	POLE SHAFT	6063-T6

FINISH SPECIFICATIONS

POLES SHALL HAVE A POLYESTER POWDER COAT FINISH IN A STANDARD COLOR.

POLE DIMENSIONS

POLE HGT (FT.)	TOP DIA. (IN.)	BOTTOM DIA. (IN.)	GAGE	MTG. HGT. (FT.)
20'	5.00	5.00	.125	16'

ALLOWABLE WIND LOADING (SQ. FT.)

WIND*	INDICATED EPA	120 MPH	130 MPH	140 MPH	150 MPH	160 MPH	170 MPH	180 MPH
EPA	-	8.5	6.8	5.6	4.6	3.7	3.0	2.4

*2014 FBC ASCE-7 (3 SEC. GUST)

DRAWN:	L. GRUNIS	8/3/2017
CHECKED		
REVISION:		DATE:
APPROVED:		
QUOTE:		
S.O.#		
REF:		SCALE: NONE

UNITED LIGHTING STANDARDS
A ZOHO COMPANY

23171 Groesbeck Hwy,
Warren, MI 48089
P: (586) 774-5650 | F: (586) 774-5706
www.unitedlightingstandards.com

SOME GEOGRAPHICAL AREAS HAVE SPECIAL WIND CONDITIONS THAT CAN CREATE WIND INDUCED VIBRATIONS CAUSING A FATIGUE PROBLEM. NO METHOD HAS YET BEEN FOUND FOR PREDICTING DESTRUCTIVE LIGHTING POLE VIBRATION. THESE CONDITIONS ARE UNIQUE AND CANNOT BE GUARANTEED AGAINST, AND ARE THE RESPONSIBILITY OF A LOCAL SITE ENGINEER.

TITLE:

CATALOG:

DWG NO: RSA-5161-EMB SIZE: C SHEET 1 OF 1

POLES WITH DIRECT BURY OPTION

INITIAL SITE PLAN SUBMITTAL

AAL
Architectural Alliance Landscape
612 SW 4th Ave., Fort Lauderdale, FL. 33315 LC0000237
954-764-8558
TEL: | EMAIL:

HUGH FREDERICK JOHNSON
REGISTERED LANDSCAPE ARCHITECT
LA0000855
STATE OF FLORIDA

Revision Dates
03-30-2021

LANDSCAPE PLANS

PALM SPRINGS RESIDENCES

PALM SPRINGS, FLORIDA

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

Sheet Description: LIGHTING CUT-SHEETS
Release Date: 03-30-21
Project Number: 2105
Drawing Number: L-PH3 LANDSCAPE PLANS

SURFACE WATER MANAGEMENT CALCULATIONS

Palm Springs Residences

PALM SPRINGS, FLORIDA

HSQ PROJECT No.: 190321

Prepared For:

The Spear Group

Prepared By:

HSQ GROUP, INC.

Engineers ● Planners ● Surveyors

1001 Yamato Road, Suite 105

Boca Raton, Florida 33431

(561) 392-0221 Phone

Zachary Todd, P.E.

Fl Reg # 84179

DATE: February 24th, 2021 REV March 23rd, 2021

GIVEN: **Pre- Development**

A. LAND USE SUMMARY:

1.	Lake Area =	1.760	ac.	
2.	Buildings =	0.770	ac.	
3.	Impervious Areas =	2.600	ac.	
4.	Pervious Areas =	12.630	ac.	PRE DEVELOPMENT CALCS
5.	**Total =**	**17.760**		
		17.76		

B. PROPOSED improvements:

Construcion of a commercial self storage facility

DESIGN CRITERIA:

A. WATER QUALITY CRITERIA:

1. If a wet detention system, then whichever is the greater of the following:
   a. The first inch of runoff from the entire project site.
   b. The amount of 2.5 inches times the percent impervious for the project site.
2. If a dry detention system, then 75% of the volume required for the wet detention system.
3. If a retention system, then 50% of the volume required.
4. If the property is zoned "Commercial", at least 0.5 inches of retention or dry detention pre-treatment will be required.
5. Any detention system shall be designed to discharge no more than 0.5 inches of the detained volume per day.

B. WATER QUANTITY CRITERIA:

1. DESIGN EVENTS AND RAINFALL AMOUNTS:

a. Design Event for Minimum Road Elevation:

Frequency:	5	year
Duration:	1	day
Amount:	7.00	inches

b. Design Event for Minimum Discharge Elevation:

Frequency:	10	year
Duration:	3	day
Amount:	11.00	inches

c. Design Event for Minimum Finish Floor Elevation:

Frequency:	100	year
Duration:	3	day
Amount:	16.00	inches

2. ADDITIONAL DESIGN INFORMATION:

a.	Design Water / Control Elevation:	8.50	NGVD.
b.	Drainage Basin / Canal Number:	L-8 LWDD canal	35 CSM 10 year

COMPUTATIONS:

A. WATER QUALITY COMPUTATIONS:

1. Compute the first inch of runoff from the entire developed project site:
   = 1.00 inch X 17.760 acres X (1 foot / 12 inches)
   = **1.480 ac-ft for the first inch of runoff**

2. Compute 2.5 inches times the percent impervious for the developed project site:
   a. Site area for water quality pervious / impervious calculations only:
      = Total Project - (Lake Area + Buildings)
      = 17.760 acres - (1.760 acres + 0.770 acres)
      = **15.230 acres of site area for water quality calculations**

   b. Impervious area for water quality pervious / impervious calculations only:
      = Site area for water quality - Pervious area
      = 15.230 acres - 12.630 acres
      = **2.600 acres of impervious area for water quality calculations**

   c. Percentage of impervious area for water quality:
      = Impervious area for water quality / Site area for water quality X 100%
      = 2.600 acres / 15.230 acres X 100%
      = **17.07 % Impervious**

   d. For 2.5 inches times the percentage of impervious area:
      = 2.5 inches X 17.07 %
      = **0.427 inches to be treated**

   e. Compute volume required for quality detention:
      = Inches to be treated X (Total Site Area - Lake Area)
      = 0.427 inches X (17.760 acres - 1.760 acres) X (1 foot / 12 inches)
      = **0.569 ac-ft required for detention storage**

3. The first inch of runoff from the entire developed site = 1.480 ac-ft
   2.5 inches times the percentage of impervious area = 0.569 ac-ft

   The volume of 1.480 ac-ft controls

4. If the project is zoned "Commercial" or if the project were discharging directly to a sensitive receiving body and is more than 40% impervious, 0.5 inches of dry detention pre-treatment must be provided:

   = 0.5 inches X (Total Site Area - Lake Area)
   = 0.5 inches X (17.760 acres - 1.760 acres) X (1 foot / 12 inches)
   = **0.667 ac-ft required for pre-treatment**

5. Compute credit for using one of the following systems:

   a. Wet detention volume to be provided:
      = Total required detention - Pre-treatment
      = 1.480 ac-ft - 0.667 ac-ft
      = **0.813 ac-ft of volume required for wet detention**

   b. Dry detention volume to be provided (75% of the total required detention volume):
      = Total required detention volume X 75%
      = 1.480 ac-ft X 75%
      = **1.110 ac-ft of volume required for dry detention**

   c. Dry retention volume to be provided (50% of the total required detention volume):
      = Total required detention volume X 50%
      = 1.480 ac-ft X 50%
      = **0.740 ac-ft of volume required for dry retention**

B. SUMMARY OF WATER QUALITY COMPUTATIONS:

Item:	Description:	Quantity:	
A.1	First inch of runoff from entire project site =	1.480	ac-ft
A.2	2.5 inches times percent impervious =	0.569	ac-ft
A.3	Volume to be treated =	1.480	ac-ft
A.4	Pre-treatment required for commercial site =	0.667	ac-ft
A.5.a	Wet detention volume required =	0.813	ac-ft
A.5.b	Dry detention volume required =	1.110	ac-ft
A.5.c	Dry retention volume required =	0.740	ac-ft
A.5.d	Exfiltration trench volume required =	1.480	ac-ft

C. STAGE ELEVATION INFORMATION:

Item:	Description:	S type	Area ac.	Low ft.	High ft.	I %	C %	Total Area %
1	lake	V	1.760	8.50	8.50	100	100	9.96
2	LAKE BANK	L	0.260	8.50	11.50	0	100	1.47
3	lake	V				100		0.00
4	SWALE	L	0.000	15.00	17.00	0	100	0.00
5	n / a	V	0.000					0.00
6	Berm area	L	0.000	18.00	19.00	0	100	0.00
7	n / a	L						0.00
8	upland green area	L	12.280	11.50	13.50	0	100	69.50
9	sidewalk	L	0.000	13.00	13.50	100	100	0.00
10	pavement area	L	2.600	12.50	13.80	100	100	14.71
11	Building Coverage Areas	V	0.770	14.00	14.00	100	100	4.36
	Total:		**17.670**	**8.50**	**19.00**	**29.03**	**100.00**	**100.0**

* Abbreviations: S = Storage; (V = Vertical Storage & L = Linear Storage)
I = Impervious
C = Compaction; (Use the following compaction factors: 0%, 50%, 100%)

D. SCS CURVE NUMBER AND SOIL STORAGE CALCULATIONS:

1. Soil Moisture Storage Table:

Existing Soil Type: 1 **COASTAL**

Depth to Water Table ft.	Cumulative Water Storage (Pre.-Dev.) in.	Compacted Water Storage (Post 50%) in.	Compacted Water Storage (Post 100%) in.
1	0.60	0.53	0.45
2	2.50	2.19	1.88
3	6.60	5.78	4.95
4	10.90	9.54	8.18

2. Available Soil Storage Calculation:

Item:	Description:	Elev. ft.	S in.	Area acres	Stored ac-in
1	lake	8.50	0.00	0.000	0.00
2	LAKE BANK	10.00	1.16	0.260	0.30
3	lake	0.00	0.00	0.000	0.00
4	SWALE	16.00	8.18	0.000	0.00
5	n / a	0.00	0.00	0.000	0.00
6	Berm area	18.50	8.18	0.000	0.00
7	n / a	0.00	0.00	0.000	0.00
8	upland green area	12.50	8.18	12.280	100.39
9	sidewalk	13.25	8.18	0.000	0.00
10	pavement area	13.15	8.18	0.000	0.00
11	Building Coverage Areas	14.00	8.18	0.000	0.00
	Total:	**12.45**	**50.21**	**12.540**	**100.69**

* Abbreviations: S = Soil Storage
P = Pervious

3. Moisture Storage Calculation (S):
= Available soil storage / Total Site Area
= 100.69 ac-in / 17.760 acres
= **5.67 inches**

4. SCS Curve Number Calculation (CN):
= 1000 / (S + 10)
= 1000 / (5.670 + 10)
= **64**

E. SURFACE STORAGE CALCULATIONS:

1. Stage vs. Storage Calculations:

		STORAGE (ac-ft)											
Stage ft.	Item:	1 ac-ft	2 ac-ft	3 ac-ft	4 ac-ft	5 ac-ft	6 ac-ft	7 ac-ft	8 ac-ft	9 ac-ft	10 ac-ft	T ac-ft	Total ac-ft
8.50		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9.00		0.88	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.89
9.50		1.76	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.80
10.00		2.64	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.74
10.50		3.52	0.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.69
11.00		4.40	0.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.67
11.50		5.28	0.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.67
12.00		6.16	0.52	0.00	0.00	0.00	0.00	0.00	0.77	0.00	0.00	0.00	7.45
12.50		7.04	0.65	0.00	0.00	0.00	0.00	0.00	3.07	0.00	0.00	0.00	10.76
12.90		7.74	0.75	0.00	0.00	0.00	0.00	0.00	6.02	0.00	0.16	0.00	**14.68**
13.40		8.62	0.88	0.00	0.00	0.00	0.00	0.00	11.08	0.00	0.81	0.00	21.40
13.90		9.50	1.01	0.00	0.00	0.00	0.00	0.00	17.19	0.00	1.95	0.00	29.66
14.40		10.38	1.14	0.00	0.00	0.00	0.00	0.00	23.33	0.00	3.25	0.00	38.11
14.90		11.26	1.27	0.00	0.00	0.00	0.00	0.00	29.47	0.00	4.55	0.00	46.56
15.40		12.14	1.40	0.00	0.00	0.00	0.00	0.00	35.61	0.00	5.85	0.00	55.01
15.90		13.02	1.53	0.00	0.00	0.00	0.00	0.00	41.75	0.00	7.15	0.00	63.46
16.40		13.90	1.66	0.00	0.00	0.00	0.00	0.00	47.89	0.00	8.45	0.00	71.91
16.90		14.78	1.79	0.00	0.00	0.00	0.00	0.00	54.03	0.00	9.75	0.00	80.36
17.40		15.66	1.92	0.00	0.00	0.00	0.00	0.00	60.17	0.00	11.05	0.00	88.81
17.90		16.54	2.05	0.00	0.00	0.00	0.00	0.00	66.31	0.00	12.35	0.00	97.26

* Abbreviations: T = Exfiltration Trench

G. S.F.W.M.D. C-51 BASIN RULE (STORAGE - NEW CRITERIA):

1. C-51 Basin Rule (Sub-Basin 32) Peak Flood Stage = **12.90 NGVD.**

2. Available On-Site Soil Storage = 8.39 ac-ft

3. Available On-Site Surface Storage @ Peak Flood Stage Elevation = 14.68 ac-ft

4. Total On-Site Storage Requirement per C-51 Basin Rules = **23.07 ac-ft** PRE DEVELOPMENT VOLUME

H. MINIMUM BUILDING FINISH FLOOR ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 100-Year, 3-Day storm event:
   = **16.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (16.00 in. - (0.2 X 5.67 in.)) ^2 / 16.00 in. + (0.8 X 5.67 in.))
   = **10.76 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 10.76 inches X 17.760 acres X (1 foot / 12 inches)
   = **15.93 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **15.93** ac-ft corresponds to elevation **12.99 NGVD.**

I. MINIMUM DISCHARGE ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 10-Year, 3-Day storm event:
   = **11.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (11.00 in. - (0.2 X 5.67 in.)) ^2 / 11.00 in. + (0.8 X 5.67 in.))
   = **6.27 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 6.27 inches X 17.760 acres X (1 foot / 12 inches)
   = **9.27 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **9.27** ac-ft corresponds to elevation **12.28 NGVD.**

I. MINIMUM ROAD CROWN ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 5-Year, 1-Day storm event:
   = **7.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (7.00 in. - (0.2 X 5.67 in.)) ^2 / 7.00 in. + (0.8 X 5.67 in.))
   = **2.98 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 2.98 inches X 17.760 acres X (1 foot / 12 inches)
   = **4.41 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **4.41** ac-ft corresponds to elevation **10.87 NGVD.**

I. EXFILTRATION TRENCH CALCULATIONS:

1. Design Formula: L = (FS ((%WQ*V1) + V2)) / (K((H2*W) + (2*H2*Du) - (Du^2) + (2*H2*Ds)) + (1.39x10^4*W*Du))

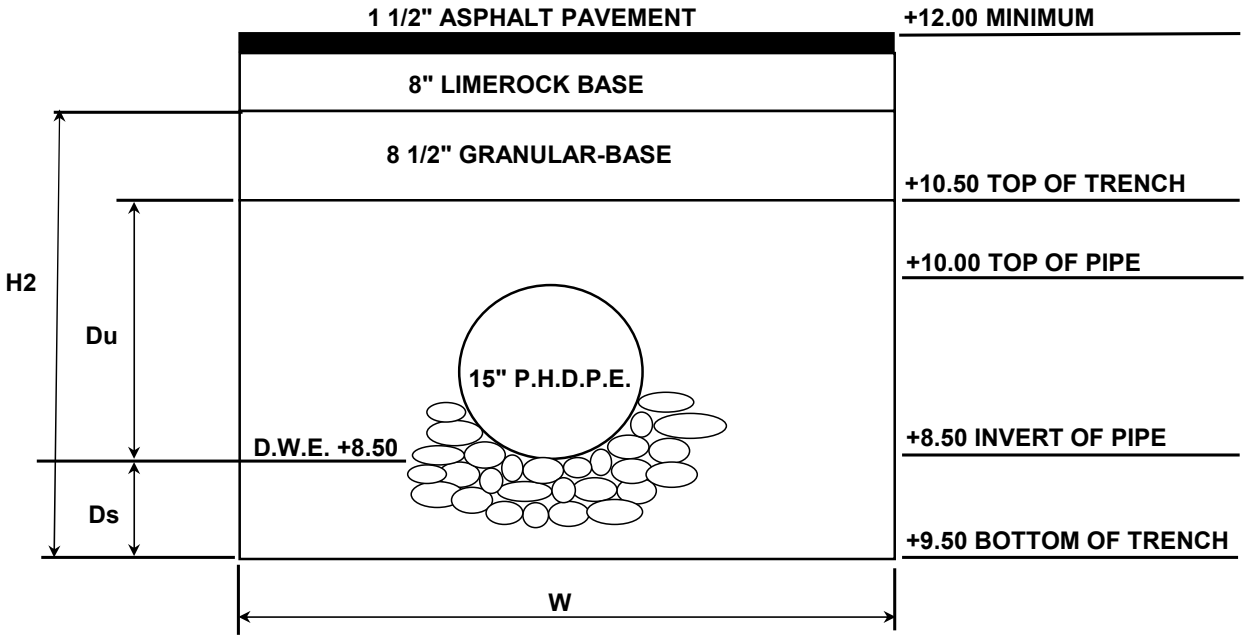
2. Design Information:

V1 = Exfiltrated Volume (Pre-treatment):	8.88	ac-in
V2 = Exfiltrated Volume (Additional Storage):	1.10	ac-in
W = Trench Width:	8.00	ft.
K = Hydraulic Conductivity:	1.10E-04	cfs/sq-ft per ft head
H2 = Depth of Water Table:	4.00	ft.
Du = Non-Saturated Trench Depth:	2.00	ft.
Ds = Saturated Trench Depth:	2.00	ft.

3. Exfiltration Trench Required: **2,262 ft.**

4. Exfiltration Trench Provided: **0 ft.**

5. Exfiltration Trench Storage Provided: **0.00 ac-in** or **0.00 ac-ft**



GIVEN: Post Development

A. LAND USE SUMMARY:

1.	Lake Area =	2.00	ac.	
2.	Buildings =	2.64	ac.	
3.	Impervious Areas =	7.15	ac.	
4.	Pervious Areas =	5.98	ac.	POST DEVELOPMENT CALCS
5.	**Total =**	**17.77**		
		17.66		Note: 17.77 ac - 0.11 ac = 17.66 ac will be consider for drainage calcs only. Where; 0.11 represents area to be dedicated

B. PROPOSED improvements:

Construction of a residential apartments

DESIGN CRITERIA:

A. WATER QUALITY CRITERIA:

1. If a wet detention system, then whichever is the greater of the following:
   a. The first inch of runoff from the entire project site.
   b. The amount of 2.5 inches times the percent impervious for the project site.
2. If a dry detention system, then 75% of the volume required for the wet detention system.
3. If a retention system, then 50% of the volume required.
4. If the property is zoned "Commercial", at least 0.5 inches of retention or dry detention pre-treatment will be required.
5. Any detention system shall be designed to discharge no more than 0.5 inches of the detained volume per day.

B. WATER QUANTITY CRITERIA:

1. DESIGN EVENTS AND RAINFALL AMOUNTS:

a. Design Event for Minimum Road Elevation:

Frequency:	3	year
Duration:	1	day
Amount:	5.50	inches

b. Design Event for Minimum Discharge Elevation:

Frequency:	10	year
Duration:	3	day
Amount:	11.00	inches

c. Design Event for Minimum Finish Floor Elevation:

Frequency:	100	year
Duration:	3	day
Amount:	16.00	inches

2. ADDITIONAL DESIGN INFORMATION:

a. Design Water / Control Elevation: 8.50 NGVD.

b. Drainage Basin / Canal Number: L-8 LWDD canal 35 CSM 10 year

COMPUTATIONS:

A. WATER QUALITY COMPUTATIONS:

1. Compute the first inch of runoff from the entire developed project site:
   = 1.00 inch X 17.770 acres X (1 foot / 12 inches)
   = **1.481 ac-ft for the first inch of runoff**

2. Compute 2.5 inches times the percent impervious for the developed project site:
   a. Site area for water quality pervious / impervious calculations only:
      = Total Project - (Lake Area + Buildings)
      = 17.770 acres - (2.000 acres + 2.640 acres)
      = **13.130 acres of site area for water quality calculations**

   b. Impervious area for water quality pervious / impervious calculations only:
      = Site area for water quality - Pervious area
      = 13.130 acres - 5.980 acres
      = **7.150 acres of impervious area for water quality calculations**

   c. Percentage of impervious area for water quality:
      = Impervious area for water quality / Site area for water quality X 100%
      = 7.150 acres / 13.130 acres X 100%
      = **54.46 % Impervious**

   d. For 2.5 inches times the percentage of impervious area:
      = 2.5 inches X 54.46 %
      = **1.361 inches to be treated**

   e. Compute volume required for quality detention:
      = Inches to be treated X (Total Site Area - Lake Area)
      = 1.361 inches X (17.770 acres - 2.000 acres) X (1 foot / 12 inches)
      = **1.789 ac-ft required for detention storage**

3. The first inch of runoff from the entire developed site = 1.481 ac-ft
   2.5 inches times the percentage of impervious area = 1.789 ac-ft

   The volume of 1.789 ac-ft controls

4. If the project is zoned "Commercial" or if the project were discharging directly to a sensitive receiving body and is more than 40% impervious, 0.5 inches of dry detention pre-treatment must be provided:

   = 0.5 inches X (Total Site Area - Lake Area)
   = 0.5 inches X (17.770 acres - 2.000 acres) X (1 foot / 12 inches)
   = **0.657 ac-ft required for pre-treatment**

5. Compute credit for using one of the following systems:

   a. Wet detention volume to be provided:
      = Total required detention - Pre-treatment
      = 1.789 ac-ft - 0.657 ac-ft
      = **1.132 ac-ft of volume required for wet detention**

   b. Dry detention volume to be provided (75% of the total required detention volume):
      = Total required detention volume X 75%
      = 1.789 ac-ft X 75%
      = **1.342 ac-ft of volume required for dry detention**

   c. Dry retention volume to be provided (50% of the total required detention volume):
      = Total required detention volume X 50%
      = 1.789 ac-ft X 50%
      = **0.895 ac-ft of volume required for dry retention**

B. SUMMARY OF WATER QUALITY COMPUTATIONS:

Item:	Description:	Quantity:	
A.1	First inch of runoff from entire project site =	1.481	ac-ft
A.2	2.5 inches times percent impervious =	1.789	ac-ft
A.3	Volume to be treated =	1.789	ac-ft
A.4	Pre-treatment required for commercial site =	0.657	ac-ft
A.5.a	Wet detention volume required =	1.132	ac-ft
A.5.b	Dry detention volume required =	1.342	ac-ft
A.5.c	Dry retention volume required =	0.895	ac-ft
A.5.d	Exfiltration trench volume required =	1.789	ac-ft

C. STAGE ELEVATION INFORMATION:

Item:	Description:	S type	Area ac.	Low ft.	High ft.	I %	C %	Total Area %
1	lake	V	2.001	8.50	8.50	100	100	11.27
2	LAKE BANK	L	0.555	8.50	12.50	0	100	3.13
3								
4								
5								
6								
7	Pool Deck	L	0.070	13.00	13.20	100	100	0.39
8	upland green area	L	5.380	11.50	13.00	0	100	30.30
9	sidewalk	L	0.670	11.90	13.50	100	100	3.77
10	pavement area	L	6.440	11.20	13.20	100	100	36.27
11	Building Coverage Areas	V	2.640	13.70	13.70	100	100	14.87
	Total:		**17.756**	**8.50**	**13.70**	**66.57**	**100.00**	**100.0**

* Abbreviations: S = Storage; (V = Vertical Storage & L = Linear Storage)
I = Impervious
C = Compaction; (Use the following compaction factors: 0%, 50%, 100%)

D. SCS CURVE NUMBER AND SOIL STORAGE CALCULATIONS:

1. Soil Moisture Storage Table:

Existing Soil Type: 1 **COASTAL**

Depth to Water Table ft.	Cumulative Water Storage (Pre.-Dev.) in.	Compacted Water Storage (Post 50%) in.	Compacted Water Storage (Post 100%) in.
1	0.60	0.53	0.45
2	2.50	2.19	1.88
3	6.60	5.78	4.95
4	10.90	9.54	8.18

2. Available Soil Storage Calculation:

Item:	Description:	Elev. ft.	S in.	Area acres	Stored ac-in
1	lake	8.50	0.00	0.000	0.00
2	LAKE BANK	10.50	1.88	0.555	1.04
3	0	0.00	0.00	0.000	0.00
4	0	0.00	0.00	0.000	0.00
5	0	0.00	0.00	0.000	0.00
6	0	0.00	0.00	0.000	0.00
7	Pool Deck	13.10	8.18	0.000	0.00
8	upland green area	12.25	7.37	5.380	39.64
9	sidewalk	12.70	8.18	0.000	0.00
10	pavement area	12.20	7.21	0.000	0.00
11	Building Coverage Areas	13.70	8.18	0.000	0.00
	Total:	**12.09**	**40.98**	**5.935**	**40.68**

* Abbreviations: S = Soil Storage
P = Pervious

3. Moisture Storage Calculation (S):

= Available soil storage / Total Site Area
= 40.68 ac-in / 17.770 acres
= **2.29 inches**

4. SCS Curve Number Calculation (CN):

= 1000 / (S + 10)
= 1000 / (2.290 + 10)
= **81**

E. SURFACE STORAGE CALCULATIONS:

1. Stage vs. Storage Calculations:

		STORAGE (ac-ft)											
Stage ft.	Item:	1 ac-ft	2 ac-ft	3 ac-ft	4 ac-ft	5 ac-ft	6 ac-ft	7 ac-ft	8 ac-ft	9 ac-ft	10 ac-ft	T ac-ft	Total ac-ft
8.50		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9.00		1.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.30	1.32
9.50		2.00	0.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.60	2.67
10.00		3.00	0.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	4.06
10.50		4.00	0.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.20	5.48
11.00		5.00	0.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.20	6.64
11.50		6.00	0.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.14	1.20	7.97
12.00		7.00	0.85	0.00	0.00	0.00	0.00	0.00	0.45	0.00	1.03	1.20	10.53
12.50		8.00	1.11	0.00	0.00	0.00	0.00	0.00	1.79	0.08	2.72	1.20	14.90
12.90		8.80	1.33	0.00	0.00	0.00	0.00	0.00	3.51	0.21	4.65	1.20	**19.71**
13.00		9.00	1.39	0.00	0.00	0.00	0.00	0.00	4.04	0.25	5.22	1.20	21.10
13.50		10.01	1.67	0.00	0.00	0.00	0.00	0.03	6.73	0.54	8.37	1.20	28.53
14.00		11.01	1.94	0.00	0.00	0.00	0.00	0.06	9.42	0.87	11.59	1.20	36.09

* Abbreviations: T = Exfiltration Trench

G. S.F.W.M.D. C-51 BASIN RULE (STORAGE - NEW CRITERIA):

1. C-51 Basin Rule (Sub-Basin 32) Peak Flood Stage = **12.90 NGVD.**

2. Available On-Site Soil Storage = 3.39 ac-ft

3. Available On-Site Surface Storage @ Peak Flood Stage Elevation = 19.71 ac-ft

4. Total On-Site Storage Requirement per C-51 Basin Rules = **23.10 ac-ft**

PRE DEVELOPMENT VOLUME 23.07
PLEASE SEE PRE DEVELOPMENT CALCULATIONS ABOVE

H. MINIMUM BUILDING FINISH FLOOR ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 100-Year, 3-Day storm event:
   = **16.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (16.00 in. - (0.2 X 2.29 in.)) ^2 / 16.00 in. + (0.8 X 2.29 in.))
   = **13.55 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 13.55 inches X 17.770 acres X (1 foot / 12 inches)
   = **20.06 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **20.06** ac-ft corresponds to elevation **12.93 NGVD**

Finish floors are at 13.20 NGVD

I. MINIMUM DISCHARGE ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 10-Year, 3-Day storm event:
   = **11.00 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (11.00 in. - (0.2 X 2.29 in.)) ^2 / 11.00 in. + (0.8 X 2.29 in.))
   = **8.66 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 8.66 inches X 17.770 acres X (1 foot / 12 inches)
   = **12.83 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **12.83** ac-ft corresponds to elevation **12.26 NGVD.**

Cascade Routing at 12.17 NGVD (min berm at 12.2 NGVD)

I. MINIMUM ROAD CROWN ELEVATION CALCULATIONS (ZERO DISCHARGE):

1. The rainfall amount for the 5-Year, 1-Day storm event:
   = **5.50 in.**

2. Compute inches of runoff, Q:
   = (P - (0.2 S)) ^2 / (P + (0.8 X S))
   = (5.50 in. - (0.2 X 2.29 in.)) ^2 / 5.50 in. + (0.8 X 2.29 in.))
   = **3.47 inches of runoff**

3. Compute volume of runoff:
   = (Inches of Runoff) X (Project Area)
   = 3.47 inches X 17.770 acres X (1 foot / 12 inches)
   = **5.13 ac-ft of storage required (zero discharge)**

4. From the stage vs storage curve, **5.13** ac-ft corresponds to elevation **10.38 NGVD.**

Minimum road grade 10.4 NGVD

I. EXFILTRATION TRENCH CALCULATIONS: TRECH PROVIDES WATER QUALITY AND ADDITIONAL STORAGE FOR C-51

1. Design Formula: L = (FS ((%WQ*V1) + V2)) / (K((H2*W) + (2*H2*Du) - (Du^2) + (2*H2*Ds)) + (1.39x10^4*W*Du))

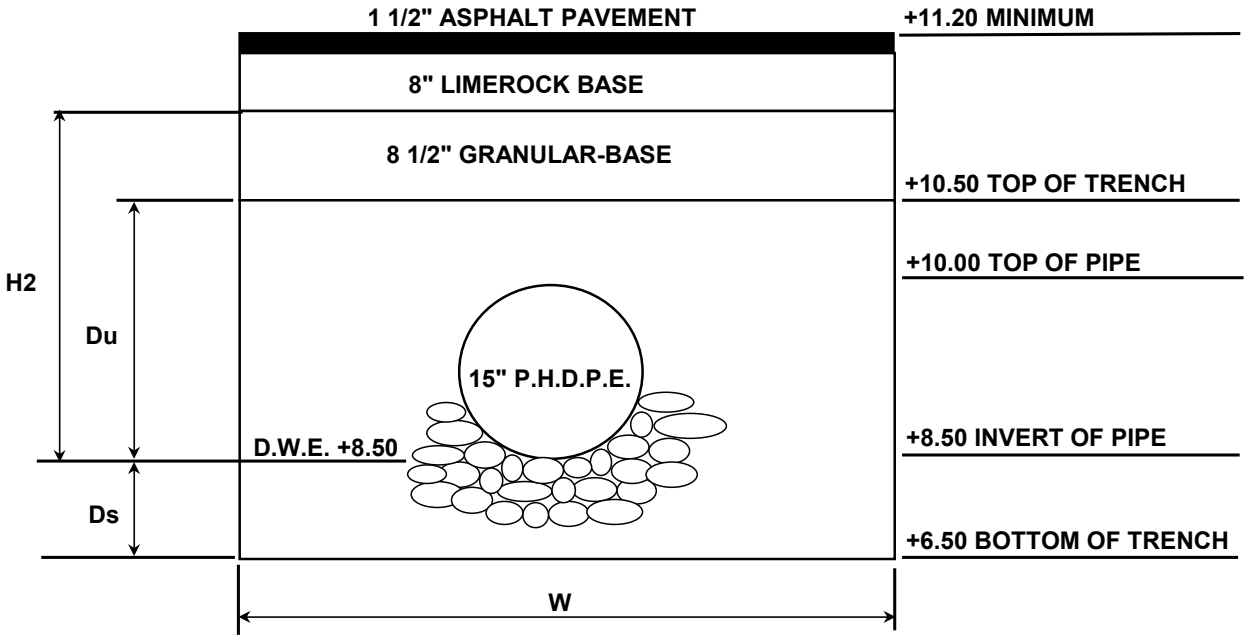
2. Design Information:

V1 = Exfiltrated Volume (Pre-treatment):	7.20	ac-in
V2 = Exfiltrated Volume (Additional Storage):		ac-in
W = Trench Width:	8.00	ft.
K = Hydraulic Conductivity:	3.28E-03	cfs/sq-ft per ft head
H2 = Depth of Water Table:	2.70	ft.
Du = Non-Saturated Trench Depth:	2.00	ft.
Ds = Saturated Trench Depth:	2.00	ft.

3. Exfiltration Trench Required: **110 ft.**

4. Exfiltration Trench Provided: **220 ft.**

5. Exfiltration Trench Storage Provided: **14.39 ac-in** or **1.20 ac-ft**



Project Name: 2805SCongressAve
Reviewer: Jay Huebner
Project Number: 190321
  Period Begin: Jul 23, 2019;0000 hr End: Jul 26, 2019;0000 hr Duration: 72 hr
  Time Step: 0.016 hr,   Iterations: 10

Basin 1: On-site

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 3day
  Design Frequency: 100 year
  3 Day Rainfall: 16.0001 inches
  Area: 17.66 acres
  Ground Storage: 2.29 inches
  Time of Concentration: 0.25 hours
  Initial Stage: 8.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
8.50	0.00
9.00	1.02
9.50	2.07
10.00	3.15
10.50	4.28
11.00	5.43
11.50	6.76
12.00	9.32
12.50	13.69
13.00	19.88
13.50	27.31

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	8.50
100.00	8.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
On-site	13.00	72.00	8.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
On-site	19.88	0.00	0.00	0.00	19.88	0.00

Project Name: 2805SCongressAve
Reviewer: Jay Huebner
Project Number: 190321
  Period Begin: Jul 23, 2019;0000 hr End: Jul 26, 2019;0000 hr Duration: 72 hr
  Time Step: 0.016 hr, Iterations: 10

Basin 1: On-site

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 3day
  Design Frequency: 10 year
  3 Day Rainfall: 11 inches
  Area: 17.66 acres
  Ground Storage: 2.29 inches
  Time of Concentration: 0.25 hours
  Initial Stage: 8.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
8.50	0.00
9.00	1.02
9.50	2.07
10.00	3.15
10.50	4.28
11.00	5.43
11.50	6.76
12.00	9.32
12.50	13.69
13.00	19.88
13.50	27.31

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	8.50
100.00	8.50

Structure: 1

  From Basin: On-site
  To Basin: Offsite1
  Structure Type: Gravity
    Weir: Sharp Crested, Crest Elev = 12.2 ft NGVD, Length = 2.5 ft
    Bleeder: Inv-Tri, Invert Elev = 8.5 ft NGVD, Height = 0.5 ft
      Width = 0.5 ft
      Default Coefs: Weir Coef = 2.5, Orifice Coef = 0.6
    Pipe: Diameter = 2.5 ft, Manning's n = 0.012, Length = 25 ft
      US Invert Elev = 8.5 ft NGVD, DS Invert Elev = 8 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	8.50	8.50
1.00	0.05	0.00	0.00	0.00	8.50	8.50
2.00	0.10	0.00	0.00	0.00	8.50	8.50
3.00	0.15	0.00	0.00	0.00	8.50	8.50
4.00	0.20	0.00	0.00	0.00	8.50	8.50
5.00	0.25	0.00	0.00	0.00	8.50	8.50
6.00	0.30	0.00	0.00	0.00	8.50	8.50
7.00	0.34	0.00	0.00	0.00	8.50	8.50
8.00	0.39	0.00	0.00	0.00	8.50	8.50
9.00	0.44	0.00	0.00	0.00	8.50	8.50
10.00	0.49	0.02	0.00	0.00	8.50	8.50
11.00	0.54	0.05	0.00	0.00	8.50	8.50
12.00	0.59	0.09	0.00	0.00	8.50	8.50
13.00	0.64	0.12	0.00	0.00	8.51	8.50
14.00	0.69	0.15	0.00	0.00	8.51	8.50

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
15.00	0.74	0.17	0.00	0.00	8.52	8.50
16.00	0.79	0.20	0.00	0.00	8.53	8.50
17.00	0.84	0.23	0.00	0.00	8.54	8.50
18.00	0.89	0.25	0.00	0.00	8.55	8.50
19.00	0.94	0.27	0.00	0.00	8.56	8.50
20.00	0.98	0.29	0.00	0.00	8.57	8.50
21.00	1.03	0.31	0.00	0.00	8.58	8.50
22.00	1.08	0.33	0.00	0.00	8.59	8.50
23.00	1.13	0.35	0.00	0.00	8.61	8.50
24.00	1.18	0.37	0.01	0.00	8.62	8.50
25.00	1.25	0.56	0.01	0.00	8.64	8.50
26.00	1.33	0.60	0.01	0.00	8.66	8.50
27.00	1.40	0.63	0.02	0.00	8.69	8.50
28.00	1.47	0.66	0.03	0.01	8.71	8.50
29.00	1.54	0.68	0.04	0.01	8.74	8.50
30.00	1.61	0.71	0.05	0.01	8.77	8.50
31.00	1.68	0.73	0.06	0.02	8.79	8.50
32.00	1.76	0.75	0.07	0.02	8.82	8.50
33.00	1.83	0.77	0.09	0.03	8.85	8.50
34.00	1.90	0.79	0.11	0.04	8.88	8.50
35.00	1.97	0.81	0.13	0.05	8.90	8.50
36.00	2.04	0.83	0.15	0.06	8.93	8.50
37.00	2.12	0.84	0.18	0.07	8.96	8.50
38.00	2.19	0.86	0.21	0.09	8.99	8.50
39.00	2.26	0.87	0.25	0.11	9.01	8.50
40.00	2.33	0.89	0.27	0.13	9.04	8.50
41.00	2.40	0.90	0.29	0.15	9.06	8.50
42.00	2.47	0.91	0.30	0.18	9.08	8.50
43.00	2.55	0.93	0.31	0.20	9.11	8.50
44.00	2.62	0.94	0.33	0.23	9.13	8.50
45.00	2.69	0.95	0.34	0.26	9.16	8.50
46.00	2.76	0.96	0.35	0.28	9.18	8.50
47.00	2.83	0.97	0.37	0.31	9.20	8.50
48.00	2.91	0.98	0.38	0.34	9.23	8.50
49.00	2.99	1.11	0.39	0.38	9.25	8.50
50.00	3.07	1.12	0.40	0.41	9.28	8.50
51.00	3.16	1.36	0.42	0.44	9.32	8.50
52.00	3.27	1.58	0.44	0.48	9.36	8.50
53.00	3.41	2.06	0.46	0.52	9.41	8.50
54.00	3.58	2.56	0.49	0.55	9.49	8.50
55.00	3.78	3.07	0.52	0.60	9.58	8.50
56.00	4.01	3.61	0.55	0.64	9.68	8.50
57.00	4.29	4.37	0.60	0.69	9.81	8.50
58.00	4.63	5.44	0.64	0.74	9.98	8.50
59.00	5.08	7.89	0.70	0.79	10.20	8.50
60.00	8.22	80.22	0.95	0.86	11.32	8.50
61.00	9.11	12.86	1.06	0.94	11.91	8.50
62.00	9.53	6.63	1.07	1.03	12.02	8.50
63.00	9.79	4.26	1.08	1.12	12.06	8.50
64.00	10.03	4.16	1.09	1.21	12.09	8.50
65.00	10.17	2.53	1.09	1.30	12.10	8.50
66.00	10.32	2.50	1.09	1.39	12.12	8.50
67.00	10.47	2.50	1.09	1.48	12.13	8.50
68.00	10.61	2.51	1.09	1.57	12.14	8.50
69.00	10.71	1.69	1.10	1.66	12.15	8.50
70.00	10.81	1.67	1.10	1.75	12.16	8.50
71.00	10.90	1.67	1.10	1.84	12.16	8.50
72.00	11.00	1.67	1.10	1.93	12.17	8.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	1.10	72.00	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)

On-site	12.17	72.00	8.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
On-site	12.71	0.00	1.93	0.00	10.77	0.00

Project Name: 2805SCongressAve
Reviewer: Jay Huebner
Project Number: 190321
  Period Begin: Jul 23, 2019;0000 hr End: Jul 24, 2019;0000 hr Duration: 24 hr
  Time Step: 0.016 hr, Iterations: 10

Basin 1: On-site

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 24 hr
  Design Frequency: 3 year
  1 Day Rainfall: 5.5 inches
  Area: 17.66 acres
  Ground Storage: 2.29 inches
  Time of Concentration: 0.25 hours
  Initial Stage: 8.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
8.50	0.00
9.00	1.02
9.50	2.07
10.00	3.15
10.50	4.28
11.00	5.43
11.50	6.76
12.00	9.32
12.50	13.69
13.00	19.88
13.50	27.31

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	8.50
24.00	8.50

Structure: 1

  From Basin: On-site
  To Basin: Offsite1
  Structure Type: Gravity
    Weir: Sharp Crested, Crest Elev = 12.5 ft NGVD, Length = 2.5 ft
    Bleeder: Inv-Tri, Invert Elev = 8.5 ft NGVD, Height = 0.5 ft
      Width = 0.5 ft
      Default Coefs: Weir Coef = 2.5, Orifice Coef = 0.6
    Pipe: Diameter = 2.5 ft, Manning's n = 0.012, Length = 25 ft
      US Invert Elev = 8.5 ft NGVD, DS Invert Elev = 8 ft NGVD, no flap gate

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	8.50	8.50
1.00	0.05	0.00	0.00	0.00	8.50	8.50
2.00	0.11	0.00	0.00	0.00	8.50	8.50
3.00	0.18	0.00	0.00	0.00	8.50	8.50
4.00	0.25	0.00	0.00	0.00	8.50	8.50
5.00	0.34	0.00	0.00	0.00	8.50	8.50
6.00	0.46	0.00	0.00	0.00	8.50	8.50
7.00	0.59	0.21	0.00	0.00	8.50	8.50
8.00	0.75	0.55	0.00	0.00	8.52	8.50
9.00	0.94	1.02	0.00	0.00	8.55	8.50
10.00	1.17	1.68	0.00	0.00	8.61	8.50
11.00	1.48	3.01	0.02	0.00	8.70	8.50
12.00	3.61	44.28	0.43	0.01	9.35	8.50
13.00	4.22	7.70	0.66	0.06	10.03	8.50
14.00	4.50	4.07	0.70	0.12	10.20	8.50

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
15.00	4.68	2.64	0.72	0.18	10.28	8.50
16.00	4.84	2.59	0.74	0.24	10.35	8.50
17.00	4.94	1.58	0.75	0.30	10.39	8.50
18.00	5.04	1.57	0.76	0.36	10.42	8.50
19.00	5.14	1.57	0.77	0.42	10.45	8.50
20.00	5.24	1.58	0.77	0.49	10.48	8.50
21.00	5.30	1.06	0.78	0.55	10.50	8.50
22.00	5.37	1.06	0.78	0.62	10.51	8.50
23.00	5.43	1.06	0.78	0.68	10.52	8.50
24.00	5.50	1.06	0.78	0.74	10.53	8.50

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	0.78	24.00	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
On-site	10.53	24.00	8.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
On-site	5.08	0.00	0.74	0.00	4.34	0.00

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAULT
SECRETARY

March 29, 2021

THIS PRE-APPLICATION LETTER IS VALID UNTIL – March 29, 2022
THIS LETTER IS NOT A PERMIT APPROVAL

Bryan Kelley
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3

Dear Bryan Kelley:
RE: Pre-application Review for **Category B Driveway,** Pre-application Meeting Date: **February 25, 2021**
Palm Beach County - Palm Springs; SR 807; Sec. # 93006000; MP: 4; Access Class - 5;
Posted Speed - 40; SIS - Influence Area; Ref. Project:
Request: Right-in/right-out/left-in driveway on west side of SR 807/Congress Avenue, approximately 530 feet North of Lillian Rd.

SITE SPECIFIC INFORMATION
Project Name & Address: **Palm Springs Residences – 2085 S. Congress Avenue, Palm Springs**
Applicant/Property Owner: Simmons and White on behalf of Developer; Parcel Size: **18.39 Acres**
Development Size: **264 Multifamily Residential**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- **A minimum driveway length of 100 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided. If a gate is installed a minimum driveway length of 100 feet is required.**
- **The proposed driveway shall have a maximum of one inbound lane and one outbound lane. A turnaround area before the gate shall be provided.**
- **A right turn lane is required and shall meet the minimum requirements in the Florida Design Manual (FDM) and provide a buffered bicycle lane.**
- **Coordination with Roadway Design is required prior to Permit to redesign the exiting median opening at the proposed driveway. The redesigned median opening shall be properly aligned to the existing driveway on the east side of SR 807 and shall prohibit left turns out of the proposed and existing driveways on the west and east sides of SR 807, respectively.**
- **A traffic study shall be provided to the Department prior to the time of Permit.**
  - **The study shall include operational analysis at the SR 807 at SR 882 intersection.**
  - **The study shall document the benefit of modifying the signal phasing to flashing yellow arrow protected/permissive signal phasing on both the northbound and southbound approaches.**
  - **Conduct a signal support structural analysis for Flashing Yellow Arrow conversion and confirm the existing signal support system can accommodate the added wind loading.**
  - **The applicant will provide all the information required by FDOT AND Palm Beach County to facilitate the evaluation and approval of the proposed conversion.**
  - **Upon FDOT's approval, Palm Beach County will perform the signal phasing conversion including the installation of the flashing yellow arrow utilizing funding provided by the developer. The developer will be required to make upfront payment to the County in the amount as determined by the Director of the Traffic Division.**
  - **Queuing analysis at the NB turn lane into the site and the SB left turn lane at Lillian Road shall also be included in the study.**

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval**. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://osp.fdot.gov; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications. Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

Dalila Fernandez, P.E.
District Access Management Manager

cc: Jonathan Overton, P.E., Jerry Dean
File: \\DOTSD4HQFS\Share\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2021-02-25\1. 93006000 MP 4 SR 807_Palm Springs Residences\93006 MP 4 SR 807_Palm Springs Residences.docx

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

KRISTIN K. GARRISON
DIRECTOR

WANDA F. PAUL, M.ED., MBA
CHIEF OPERATING OFFICER

PLANNING AND INTERGOVERNMENTAL RELATIONS
3661 INTERSTATE PARK RD. N., STE 200
RIVIERA BEACH, FL. 33404

PHONE: 561-434-8020 / FAX: 561-357-1193
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	**Submittal Date**	03/24/2021		
	SCAD No.	**21032401F - FLU and 21032401D - D. O.**		
	FLU /Rezoning/D.O. No.	202100211 - Village of Palm Springs		
	PCN No. / Address	70-43-44-18-05-010-0040 and 70-43-44-18-00-000-1040 / 3243 Lillian Road and 2085 S. Congress Ave.		
	Development Name	**Palm Springs Residences**		
	Owner / Agent Name	The Young Mens Christian Asso. of the Palm Beaches, Inc. / Beth Schrantz, Dunay, Miskel & Backman, LLP		
	SAC No.	183		
	Proposed Amendment **Proposed Unit No. & Type**	**Max. 349 Residential Units** - FLU **264 Apartment Units** - D. O.		
Impact Review		**CO Taylor-Kirklane** Elementary School	**Palm Springs** Middle School	**John I. Leonard** High School
	New Students Generated	22	9	11
	Capacity Available	119	81	**-654**
	Utilization Percentage	92%	95%	**121%**
School District Staff's Recommendation	**Based on the findings and evaluation of the proposed development, there will be negative impact on the public school system. Therefore, if the proposed development is approved by the Village Council, School District staff recommends the following condition to mitigate such impacts.** In order to address the school capacity deficiency generated by this proposed development at the District **high school level**, the property owner shall contribute **$151,910.00** to the School District of Palm Beach County prior to the issuance of first building permit. This school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied). Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Ordinance, which was adopted on April 16, 2019.			
Validation Period	1) This determination is valid from **03/25/2021** to **03/24/2022** or the expiration date of the site-specific development order approved during the validation period. 2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to **03/24/2022** or this determination will expire automatically on **03/24/2022**.			
Notice	1) The SCAD letter under case# 19080701F & 19080701D expired on August 22, 2020. 2) School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.			

Joyce Cai

School District Representative Signature

March 25, 2021

Date

Joyce C. Cai, Senior Planner

Print Name & Title

joyce.cai@palmbeachschools.org

Email Address

CC: Iramis Cabrera, PZ&B Interim Director, Village of Palm Springs
Joyell Shaw, PIR Manager, School District of Palm Beach County

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.
ADAM SWANEY, P.E., LEED AP
JENNIFER MALIN, P.S.M.

April 12, 2021

To: Iramis Cabrera, Village of Palm Springs Planner

From: Tara Bamber, PE

Re: Palm Springs Residences
Site Plan Approval Letter
Engenuity Group Project No. 6001.116

We have received the following through WeTransfer on 4-5-21:

1. Civil Plans, 9 sheets (CS-1, SP-1, WS-1, PD-1 to PD-3, FT-1, FT-2), signed & sealed 3-31-21, by HSQ Group, Inc.
2. Architectural Plans, 17 sheets, signed & sealed 3-25-21, by MSA Architects.
3. Landscape Plan, 25 sheets (L-110 to L-505, L-PH2, L-PH3, L-PH), revised 3-30-21, by Architectural Alliance Landscape (AAL)
4. Boundary Survey, 3 sheets, revised 1-20-21, by Wallace Surveying.
5. Surface Water Management Calculations, 21 sheets, revision 3-23-21, by HSQ Group, Inc.
6. Comment Response Memo, 8 sheets, dated 4-1-21, by Dunay Miskel Backman, LLP

We recommend Site Plan approval with the following conditions:

1. Provide Topographic Survey of property, LWDD canal and Congress Avenue.
2. Provide permits from applicable agencies including, but not limited to, SFWMD, LWDD, FDOT, etc.
3. Provide updated Village details and specifications (CAD files are available) for the water and sewer work.
4. Additional comments may be asked at time of Civil/Utility permit review.

If you should have any questions, please give me a call at 561-655-1151.

Cc: Kim Glas-Castro
Ed Horton
Chad Girard, PE
Lisa Tropepe, PE

MSA ARCHITECTS
ARCHITECTURE & PLANNING

Palm Springs Residences
4/28/2021

UNIT MIX PER BUILDING TYPE									
Unit Designation	Area	Bldg Types				# Units	% of Total	Leasable Area (NRSF)	Client's target
		Type I(3st)	**Type II(3st)**	**Type III (3st)**	**Type IV(3st)**				
1BD									
A1	710 sf	12	12	0	12	84	32%	59,640 sf	
A2	750 sf	12	0	0	0	12	5%	9,000 sf	
Sub-Total		**24 units**	**12 units**	**units**	**12 units**	**96 units**	**36%**	**68,640 sf**	***715 avg sf/du***
								715 avg sf/du	
2BD									
B1	1,035 sf	0	12	12	0	72	27%	74,520 sf	
B2	1,110 sf	0	0	12	0	48	18%	53,280 sf	
Sub-Total		**units**	**12 units**	**24 units**	**units**	**120 units**	**45%**	**127,800 sf**	***1,065 avg sf/du***
								1,065 avg sf/du	
3BD									
C1	1,210 sf	0	0	0	12	48	18%	58,080 sf	
Sub-Total		**units**	**units**	**units**	**12 units**	**48 units**	**18%**	**58,080 sf**	
								1,210 avg sf/du	***1,200 avg sf/du***
# of Unit/Bldg		24 units	24 units	24 units	24 units	264 units			
# of Bldgs		1 bldgs	2 bldgs	4 bldgs	4 bldgs	11 bldgs			
# Units Total		24 units	48 units	96 units	96 units	**264 units**	**100%**	**254,520 sf**	
								964 avg sf/du	

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.

2/4/2021

Hi again Iramis,

After reviewing these documents and my previous comments letter, LWDD will not require any additional right-of-way along the L-8 Canal. A design section has been developed and submitted to HSQ a year ago.

I do not believe I will need to attend the meeting on Friday morning – what are your thoughts?

Thanks – let me know.

Best regards,

Anne Perry Schreiner

Anne Perry Schreiner | Right-of-Way Specialist
Lake Worth Drainage District | 13081 Military Trail | Delray Beach, Florida 33484
Direct Line | 561.819.5577 | Main Line 561.498. 5363 | Fax | 561.495.9694

Please consider the environment before printing this email.
Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not sent electronic mail to this entity. Instead, contact this office by phone or in writing.

4/5/2021

Iramis:

The public-school bus stop location and label look fine.

Thank you.

Michael C. Owens
Senior Planner, Planning & Intergovernmental Relations
Division of Facilities Management

"I'll chase him 'round the moons of Nibia and 'round the Antares Maelstrom

and 'round perdition's flames before I give him up!"
-Khan Noonien Singh

School District of Palm Beach County - North County Support Center
3661 Interstate Park Road North, Suite 200
Riviera Beach, FL 33404
Phone 561.882.1938 PX 21938 FAX 561.882.1942 CELLULAR 561.342.1608
Michael.Owens.1@palmbeachschools.org
www.palmbeachschools.org/planning

4/8/2021

Previous comments have been corrected. No additional comments. Thank you.

Wesley Jolin, IAAI-CFI®
Fire Safety Specialist
Palm Beach County Fire Rescue
wjolin@pbcgov.org
561.233.2695
2300 North Jog Road: Suite 1E-40
West Palm Beach FL 33411

From: Wesley Jolin R.
Sent: Thursday, March 4, 2021 3:41 PM
To: Iramis Cabrera (icabrera@vpsfl.org) <icabrera@vpsfl.org>
Subject: Palm Springs Residences site plan (2085 S Congress Avenue)

Good afternoon Iramis,

Please share the following fire rescue comments with the design team:

1) Main entrance from Congress needs to be at least 20 feet in unobstructed width and indicated on the plans
2) Main exit onto Congress needs to be at least 18 feet in unobstructed width and indicated on the plans
3) Both sets of main entrance gates need to be equipped with a "Click2Enter" (primary) system and a Knox key switch (secondary) [not a Knox box] to allow fire department rapid entry into the complex
4) The southwest emergency entry needs to be equipped with a Knox box or a Knox padlock
5) Fire hydrants require a 5 foot clear radius. Several of the narrow landscape islands have hydrants located inside and do not provide the proper working clearances.
6) Fire hydrants are required to be located within 100 feet (hose lay) of building fire department connections

Wesley Jolin, IAAI-CFI®
Fire Safety Specialist
Palm Beach County Fire Rescue
wjolin@pbcgov.org
561.233.2695
2300 North Jog Road: Suite 1E-40
West Palm Beach FL 33411

3/5/2021

Good evening Iramis,

At this point the USPS does not unit addresses are assigned and the mailbox submittals are received. Please advise if both Bonnie and Beth are still the point of contact for this project.

Thank you,

Nikki Rudershausen
United States Postal Service
South Florida District
Delivery Programs
Growth Management Coordinator
2200 NW 72ND AVE STE 222
Miami, Fl 33152-9321

Direct Line 305-470-0553
Fax Line 305-470-0554

PALM SPRINGS RESIDENCES

SITE PLAN
LEVEL 1



N

MSA ARCHITECTS
ARCHITECTURE & PLANNING

DATE : 5/10/2021

SCALE: 1"=50'-0"

COPYRIGHT 2020 MSA ARCHITECTS, INC THE ARCHITECTURAL DESIGN AND DETAIL DWGS. FOR THIS BLDG. AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

BY

PALM SPRINGS RESIDENCES

FOR:
THE SPEAR GROUP
LOCATED AT:
PALM SPRINGS, FLORIDA

BEATRIZ M. HERNANDEZ
AR0094576

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 1515
MIAMI, FLORIDA 33156
(305) 273-9911

ARCHITECT'S BUILDING CODE STATEMENT: TO THE BEST OF THE ARCHITECT'S KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE SIXTH EDITION (2017) AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY AND CHAPTER 633 FLORIDA STATUTES.

COPYRIGHT @ 2019 MSA ARCHITECTS, INC. THE ARCHITECTURAL DESIGN AND DETAIL DRAWINGS FOR THIS BUILDING AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY THE ARCHITECT.

MSA ARCHITECTS
ARCHITECTURE & PLANNING

DRAWN	
DATE	01/22/2021
SCALE	AS SHOWN
JOB NO.	1857.PRJ

SHEET TITLE:
RENDERING

SHEET NUMBER:
EX - 1

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

KRISTIN K. GARRISON
DIRECTOR

WANDA F. PAUL, M.ED., MBA
CHIEF OPERATING OFFICER

PLANNING AND INTERGOVERNMENTAL RELATIONS
3661 INTERSTATE PARK RD. N., STE 200
RIVIERA BEACH, FL. 33404

PHONE: 561-434-8020 / FAX: 561-357-1193
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	**Submittal Date**	03/24/2021		
	SCAD No.	**21032401F - FLU and 21032401D - D. O.**		
	FLU /Rezoning/D.O. No.	202100211 - Village of Palm Springs		
	PCN No. / Address	70-43-44-18-05-010-0040 and 70-43-44-18-00-000-1040 / 3243 Lillian Road and 2085 S. Congress Ave.		
	Development Name	**Palm Springs Residences**		
	Owner / Agent Name	The Young Mens Christian Asso. of the Palm Beaches, Inc. / Beth Schrantz, Dunay, Miskel & Backman, LLP		
	SAC No.	183		
	Proposed Amendment **Proposed Unit No. & Type**	**Max. 349 Residential Units** - FLU **264 Apartment Units** - D. O.		
Impact Review		**CO Taylor-Kirklane** Elementary School	**Palm Springs** Middle School	**John I. Leonard** High School
	New Students Generated	22	9	11
	Capacity Available	119	81	**-654**
	Utilization Percentage	92%	95%	**121%**
School District Staff's Recommendation	**Based on the findings and evaluation of the proposed development, there will be negative impact on the public school system. Therefore, if the proposed development is approved by the Village Council, School District staff recommends the following condition to mitigate such impacts.** In order to address the school capacity deficiency generated by this proposed development at the District **high school level**, the property owner shall contribute **$151,910.00** to the School District of Palm Beach County prior to the issuance of first building permit. This school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied). Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Ordinance, which was adopted on April 16, 2019.			
Validation Period	1) This determination is valid from **03/25/2021** to **03/24/2022** or the expiration date of the site-specific development order approved during the validation period. 2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to **03/24/2022** or this determination will expire automatically on **03/24/2022**.			
Notice	1) The SCAD letter under case# 19080701F & 19080701D expired on August 22, 2020. 2) School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.			

Joyce Cai

School District Representative Signature

March 25, 2021

Date

Joyce C. Cai, Senior Planner

Print Name & Title

joyce.cai@palmbeachschools.org

Email Address

CC: Iramis Cabrera, PZ&B Interim Director, Village of Palm Springs
Joyell Shaw, PIR Manager, School District of Palm Beach County

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAULT
SECRETARY

March 29, 2021

THIS PRE-APPLICATION LETTER IS VALID UNTIL – March 29, 2022
THIS LETTER IS NOT A PERMIT APPROVAL

Bryan Kelley
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3

Dear Bryan Kelley:
RE: Pre-application Review for **Category B Driveway,** Pre-application Meeting Date: **February 25, 2021**
Palm Beach County - Palm Springs; SR 807; Sec. # 93006000; MP: 4; Access Class - 5;
Posted Speed - 40; SIS - Influence Area; Ref. Project:
Request: Right-in/right-out/left-in driveway on west side of SR 807/Congress Avenue, approximately 530 feet North of Lillian Rd.

SITE SPECIFIC INFORMATION
Project Name & Address: **Palm Springs Residences – 2085 S. Congress Avenue, Palm Springs**
Applicant/Property Owner: Simmons and White on behalf of Developer; Parcel Size: **18.39 Acres**
Development Size: **264 Multifamily Residential**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions:

- **A minimum driveway length of 100 feet, as measured from the ultimate right-of-way line to the first conflict point shall be provided. If a gate is installed a minimum driveway length of 100 feet is required.**
- **The proposed driveway shall have a maximum of one inbound lane and one outbound lane. A turnaround area before the gate shall be provided.**
- **A right turn lane is required and shall meet the minimum requirements in the Florida Design Manual (FDM) and provide a buffered bicycle lane.**
- **Coordination with Roadway Design is required prior to Permit to redesign the exiting median opening at the proposed driveway. The redesigned median opening shall be properly aligned to the existing driveway on the east side of SR 807 and shall prohibit left turns out of the proposed and existing driveways on the west and east sides of SR 807, respectively.**
- **A traffic study shall be provided to the Department prior to the time of Permit.**
  - **The study shall include operational analysis at the SR 807 at SR 882 intersection.**
  - **The study shall document the benefit of modifying the signal phasing to flashing yellow arrow protected/permissive signal phasing on both the northbound and southbound approaches.**
  - **Conduct a signal support structural analysis for Flashing Yellow Arrow conversion and confirm the existing signal support system can accommodate the added wind loading.**
  - **The applicant will provide all the information required by FDOT AND Palm Beach County to facilitate the evaluation and approval of the proposed conversion.**
  - **Upon FDOT's approval, Palm Beach County will perform the signal phasing conversion including the installation of the flashing yellow arrow utilizing funding provided by the developer. The developer will be required to make upfront payment to the County in the amount as determined by the Director of the Traffic Division.**
  - **Queuing analysis at the NB turn lane into the site and the SB left turn lane at Lillian Road shall also be included in the study.**

Comments:

- All driveways not approved in this letter must be fully removed and the area restored.
- A Drainage Permit is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).
- The applicant shall donate property to the Department if right-of-way dedication is required to implement the improvements.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway System and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval**. The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://osp.fdot.gov; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications. Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

Sincerely,

Dalila Fernandez, P.E.
District Access Management Manager

Date: 2021.03.29 11:31:14 -04'00'

cc: Jonathan Overton, P.E., Jerry Dean

File: \\DOTSD4HQFS\Share\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2021-02-25\1. 93006000 MP 4 SR 807_Palm Springs Residences\93006 MP 4 SR 807_Palm Springs Residences.docx

Z:\Projects\2019\190321-2085 S. CONGRESS AVE\Drawings\Exhibits & Presentations\190321-ROW.dgn

CONGRESS AVE - SR807
(106' ROW, SPEED LIMIT 40, 6 L

NOTE: MEDIAN IMPROVEMENTS TO BE COORDINATED WITH FDOT PRIOR TO FDOT PERMIT ISSUANCE

PROPOSED 7' BIKE LANE

PROPOSED TURN LANE

PROPOSED 5' SIDEWALK

PROPOSED TYPE F CURB

EXISTING MEDIAN TO BE MODIFIED (SEE PD-1 SHEET)

PROPOSED MEDIAN

15X15 SIGHT TRIANGLES

AREA TO BE DEDICATED 4630 SF (0.106 AC)

TRAFFIC DELINEATOR POSTS

PROPOSED PEDESTRIAN CROSSWALK

EXISTING & PROPOSED MEDIAN (SEE PD-1 SHEET)

24" STOP BAR
R1-1 STOP SIGN
R3-5R RIGHT-TURN ONLY SIGN

TRAFFIC DELINEATOR POSTS

PROPOSED MEDIAN

EXISTING MEDIAN TO BE MODIFIED (SEE PD-1 SHEET)

15X15 SIGHT TRIANGLES

EXISTING LANE STRIPING

CONGRESS AVE CENTERLINE

CATCH BASIN (TYP.)

26' DRIVE AISLE (TYP.)

S88°07'28"E 200.00'

N

0 20 40
FEET
SCALE: 1"=20'

PALM SPRINGS RESIDENCES

ENTRY MEDIAN IMPROVEMENT - EXHIBIT

SUBJECT TO FDOT APPROVAL

HSQ GROUP, INC.
Engineers · Planners · Surveyors
1001 Yamato Road, Suite 105
Boca Raton, Florida 33431 · 561.392.0221
C26258 · LB7924

NO	DATE	BY	REVISIONS
3			
2			
1	11/15/19	RM	FIRE DEPT COMMENTS

DATE: 07/19
DESIGNED BY: JH
DRAWN BY: RM
CHECKED BY: JH

STATE OF FLORIDA
PROFESSIONAL ENGINEER
JAY HUEBNER
LICENSE
No 54615

JAY HUEBNER, P.E.
FLORIDA REGISTRATION NO. – 54615
DATE: 12/18/2019

PROJECT: 1903-21

SHEET: EX-1

Legal Description

LEGAL DESCRIPTION:

PARCEL 1
A parcel of land in Section 18, Township 44 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

BEGINNING *at the northeast corner of the south half of the north half of the northeast quarter of the northeast quarter of said Section 18; thence westerly along the north line thereof a distance of 1324.9 feet to the northwest corner thereof: thence southerly along the west line thereof a distance of 339.17 feet to the southwest corner thereof; thence easterly along the south line thereof and along the north line of* ***FROST PARK*** *according to the plat thereof recorded in Plat Book 23, Page 188, Public Records of Palm Beach County, Florida, a distance of 939.9 feet, more or less, to a point 385 feet west of the east line thereof; thence northerly, making an angle with the preceding course, measured from West to North of 80 degrees 10 minutes 15 seconds, a distance of 145.07 feet; thence easterly, making an angle with the preceding course, measured from South to East of 86 degrees 10 minutes 30 seconds, a distance of 136.39 feet; thence easterly, parallel to the north line of said* ***FROST PARK****, a distance of 250 feet to a point in the east line of said Section 18; thence northerly along the east line of said Section 18, a distance of 201 feet to the* ***POINT OF BEGINNING****.*

LESS AND EXCEPTING *that portion of said Parcel which lies within the right-of-way of Congress Avenue.*

Parcel 2
The North 1 /4 of the NE 1 /4 of the NE 1/4 of Section 18, Township 44 South, Range 43 East. ***LESS AND EXCEPTING*** *thereof that portion of said Parcel which lies within the right-of-way of Congress Avenue and* ***LESS AND EXCEPTING*** *North forty feet (N. 40') as deeded to Lake Worth Drainage District in Quit Claim Deed recorded in Official Records Book 3754, Page 1991.*

PARCEL 3
A portion of Block A, ***FROST PARK****, as recorded in Plat Book 23, Page 188, Public Records of Palm Beach County, Florida, and being more particularly described as follows:*

BEGINNING *at the Northwest corner of said Block A; thence North 89°58'20" East (an assumed bearing and all other bearings are relative thereto), along the North line of said Block A, a distance of 77.52 feet; thence South 00°01'40" West, a distance of 105.00 feet; thence South 89°58'20" West, a distance of 77.0 feet; thence North 00°01'40" East, a distance of 105.00 feet to the* ***POINT OF BEGINNING.***

Also known as Lot 9, ***LAKESIDE VILLAGE PLAT 3A*** *(unrecorded).*

Boundary Survey For:
YOUNG MENS CHRISTIAN ASSN OF THE PALM BEACHES INC

This survey is made specifically and only for the following party for the purpose of a design on the surveyed property.

YOUNG MENS CHRISTIAN ASSN OF THE PALM BEACHES INC

The undersigned surveyor assumes no responsibility or liability for any other purpose or to any other party other than stated above.

SHEET INDEX:

1. SURVEY
2. TREE TABLE & STRUCTURE DETAILS
3. PROPERTY LINE DETAILS

N

W E

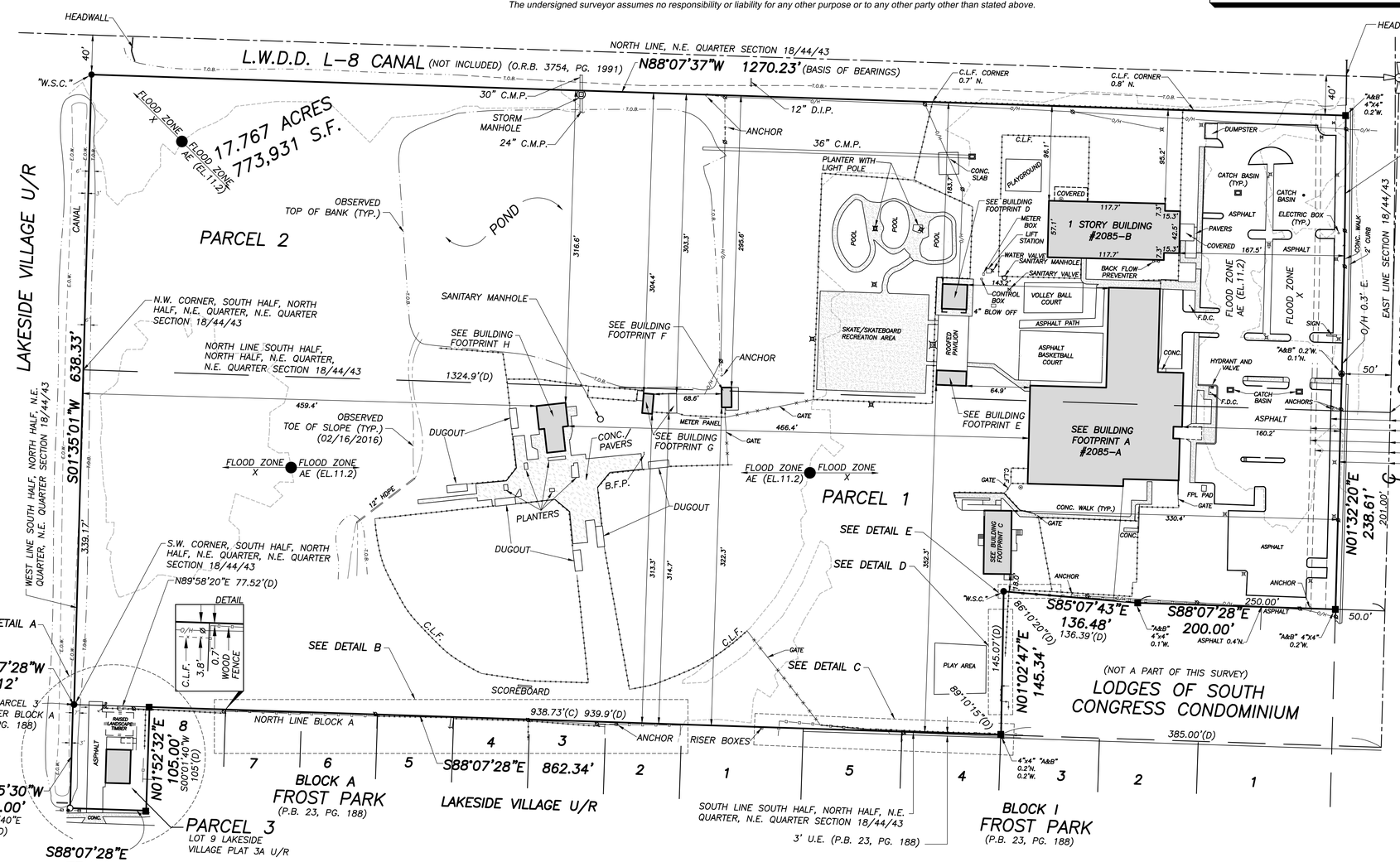
S

0' 60' 120' 180'

SCALE: 1"=60'

LEGEND

A	= ARC LENGTH
A/C	= AIR CONDITIONING
A.E.	= ACCESS EASEMENT
A.K.A.	= ALSO KNOWN AS
B.F.P.	= BACKFLOW PREVENTER
BLDG.	= BUILDING
B.M.	= BENCHMARK
B.O.C.	= BACK OF CURB
B.O.W.	= BACK OF WALK
(C)	= CALCULATED
CATV	= CABLE ANTENNA TELEVISION
C.B.	= CHORD BEARING
C.B.S.	= CONCRETE BLOCK STRUCTURE
C.C.C.L.	= COASTAL CONSTRUCTION CONTROL LINE
CH	= CHORD
C.L.F.	= CHAIN LINK FENCE
CLR.	= CLEAR
C.M.P.	= CORRUGATED METAL PIPE
CONC.	= CONCRETE
(D)	= DESCRIPTION DATUM
D.B.	= DEED BOOK
D.E.	= DRAINAGE EASEMENT
D.H.	= DRILL HOLE
D/W	= DRIVEWAY
EL.	= ELEVATION
ENC.	= ENCROACHMENT
E.O.P	= EDGE OF PAVEMENT
E.O.W.	= EDGE OF WATER
ESMT	= EASEMENT
F.F.	= FINISH FLOOR
FND.	= FOUND
F.O.C.	= FACE OF CURB
I.D.	= INSIDE DIAMETER
INV.	= INVERT
I.T.W.C.D.	= INDIAN TRAIL WATER CONTROL DISTRICT
L.A.E.	= LIMITED ACCESS EASEMENT
L.B.	= LICENSE BOARD
L.W.D.D.	= LAKE WORTH DRAINAGE DISTRICT
(M)	= FIELD MEASUREMENT
M.H.	= MANHOLE
M.H.W.L.	= MEAN HIGH WATER LINE
M.L.W.L.	= MEAN LOW WATER LINE
N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM
N.P.B.C.I.D.	= NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
N.T.S.	= NOT TO SCALE
O.A.	= OVERALL
O.D.	= OUTSIDE DIAMETER
O/H	= OVERHEAD UTILITY LINE
O.R.B.	= OFFICIAL RECORD BOOK
O/S	= OFFSET
(P)	= PLAT DATUM
P.B.	= PLAT BOOK
P.B.C.	= PALM BEACH COUNTY
P.C.	= POINT OF CURVATURE
P.C.C.	= POINT OF COMPOUND CURVATURE
P.C.P.	= PERMANENT CONTROL POINT
PG.	= PAGE
P.I.	= POINT OF INTERSECTION
P/O	= PART OF
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
P.R.C.	= POINT OF REVERSE CURVATURE
P.R.M.	= PERMANENT REFERENCE MONUMENT
PROP.	= PROPOSED
P.T.	= POINT OF TANGENCY
PVM'T	= PAVEMENT
(R)	= RADIAL
R	= RADIUS
RGE.	= RANGE
R.P.B.	= ROAD PLAT BOOK
R/W	= RIGHT OF WAY
(S)	= SURVEY DATUM
S.B.	= SETBACK
SEC.	= SECTION
S/D	= SUBDIVISION
S.F.	= SQUARE FEET
S.F.W.M.D.	= SOUTH FLORIDA WATER MANAGEMENT DISTRICT
S.I.R.W.C.D.	= SOUTH INDIAN RIVER WATER CONTROL DISTRICT
S.R.	= STATE ROAD
STA.	= STATION
STY.	= STORY
S/W	= SIDEWALK
T.O.B.	= TOP OF BANK
T.O.C.	= TOP OF CURB
TWP.	= TOWNSHIP
TYP.	= TYPICAL
U/C	= UNDER CONSTRUCTION
U.E.	= UTILITY EASEMENT
U.R.	= UNRECORDED
W.C.	= WITNESS CORNER
W.M.E.	= WATER MANAGEMENT EASEMENT
W.M.M.E.	= WATER MANAGEMENT MAINTENANCE EASEMENT
W.M.T.	= WATER MANAGEMENT TRACT
℄	= BASELINE
℄	= CENTERLINE
△	= CENTRAL ANGLE/DELTA
■	= CONCRETE MONUMENT FOUND (AS NOTED)
□	= CONCRETE MONUMENT SET (LB #4569)
●	= ROD & CAP FOUND (AS NOTED)
○	= 5/8" ROD & CAP SET (LB #4569)
⊙	= IRON PIPE FOUND (AS NOTED)
◕	= IRON ROD FOUND (AS NOTED)
▲	= NAIL FOUND
◉	= NAIL & DISK FOUND (AS NOTED)
◎	= MAG NAIL & DISK SET (LB #4569)
℄	= PROPERTY LINE
⊘ ⊠	= UTILITY POLE
⍾	= FIRE HYDRANT
⊞	= WATER METER
⋈	= WATER VALVE
⌘	= LIGHT POLE



FLOOD ZONE:
This property is located in Flood Zone X & AE (EL 11.2), according to F.I.R.M. (Flood Insurance Rate Map) No. 12099C 0589 F, dated 10-5-17.

PROPERTY ADDRESS: *2085 S. Congress Avenue, West Palm Beach, FL 33406*

LEGAL DESCRIPTION:

PARCEL 1
A parcel of land in Section 18, Township 44 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

BEGINNING *at the northeast corner of the south half of the north half of the northeast quarter of the northeast quarter of said Section 18; thence westerly along the north line thereof a distance of 1324.9 feet to the northwest corner thereof: thence southerly along the west line thereof a distance of 339.17 feet to the southwest corner thereof; thence easterly along the south line thereof and along the north line of* ***FROST PARK*** *according to the plat thereof recorded in Plat Book 23, Page 188, Public Records of Palm Beach County, Florida, a distance of 939.9 feet, more or less, to a point 385 feet west of the east line thereof; thence northerly, making an angle with the preceding course, measured from West to North of 80 degrees 10 minutes 15 seconds, a distance of 145.07 feet; thence easterly, making an angle with the preceding course, measured from South to East of 86 degrees 10 minutes 30 seconds, a distance of 136.39 feet; thence easterly, parallel to the north line of said* ***FROST PARK****, a distance of 250 feet to a point in the east line of said Section 18; thence northerly along the east line of said Section 18, a distance of 201 feet to the* ***POINT OF BEGINNING****.*

LESS AND EXCEPTING *that portion of said Parcel which lies within the right-of-way of Congress Avenue.*

Parcel 2
The North 1 /4 of the NE 1 /4 of the NE 1/4 of Section 18, Township 44 South, Range 43 East. ***LESS AND EXCEPTING*** *thereof that portion of said Parcel which lies within the right-of-way of Congress Avenue and* ***LESS AND EXCEPTING*** *North forty feet (N. 40') as deeded to Lake Worth Drainage District in Quit Claim Deed recorded in Official Records Book 3754, Page 1991.*

PARCEL 3
A portion of Block A, ***FROST PARK****, as recorded in Plat Book 23, Page 188, Public Records of Palm Beach County, Florida, and being more particularly described as follows:*

BEGINNING *at the Northwest corner of said Block A; thence North 89°58'20" East (an assumed bearing and all other bearings are relative thereto), along the North line of said Block A, a distance of 77.52 feet; thence South 00°01'40" West, a distance of 105.00 feet; thence South 89°58'20" West, a distance of 77.0 feet; thence North 00°01'40" East, a distance of 105.00 feet to the* ***POINT OF BEGINNING.***

Also known as Lot 9, ***LAKESIDE VILLAGE PLAT 3A*** *(unrecorded).*

TITLE COMMITMENT REVIEW

CLIENT:	WAVERLY SP2, LLC	FILE NO. : 190329	DATE: 03/15/19			
REVIEWED BY:	CRAIG L. WALLACE	JOB NO. : 09-1252.29				
B2 ITEM NO.	**DOCUMENT**	**DESCRIPTION**	**AFFECTS AND PLOTTED**	**AFFECTS AND NOT PLOTTABLE**	**DOES NOT AFFECT**	**NOT A SURVEY MATTER**
1-8	N/A	STANDARD EXCEPTIONS				•
9	DB 1105, PG 616	Resolution Fixing Setback Restrictions for Buildings and Improvements	•			
10	O.R.B. 3035, PG. 226	Restrictions, covenants, and conditions for no food service				•
11	O.R.B. 6495, PG. 761 O.R.B. 6495, PG. 1165 O.R.B. 1732, PG. 612	Any right, title or interest of the Lake Worth Drainage District. Incomplete copy supplied, the north 40' was deeded to LWDD in (O.R.B. 3754, PG. 1991) as indicated hereon.		•		
12	O.R.B. 4212 PG. 78	Temporary Fencing Permit, allows fencing of the L-8 canal right of way Lease(s), and of lessee(s)		•		
13	N/A					•

NOTES:

1. *All information regarding record easements, adjoiners, and other documents that might affect the quality of title to tract shown hereon was gained from File Number 190329 issued by Lawyer's Title Guaranty Fund, dated 03/15/2019. This office has made no search of the Public Records.*
2. *Elevations shown hereon, if any, are in feet and decimal parts thereof and are based on NAVD-88. The expected accuracy of the elevations shown hereon is 0.03' for the hard surface elevations and 0.1' for the soft surface elevations. Elevations shown hereon are U.S. survey feet unless otherwise noted.*
3. *Description furnished by client or client's agent.*
4. *Unless it bears the signature and the original raised seal of a Florida licensed surveyor or mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.*
5. *This survey cannot be transferred or assigned without the specific written permission of Wallace Surveying Corporation. This survey is not transferable by Owners Affidavit of Survey or similar instrument.*
6. *Except as shown, underground and overhead improvements are not located. Underground foundations not located.*
7. *The survey sketch shown hereon does not necessarily contain all of the information obtained or developed by the undersigned surveyor in his field work, office work or research.*
8. *No responsibility is assumed by this surveyor for the construction of improvements, from building ties shown on this survey.*
9. *Revisions shown hereon do not represent a "survey update" unless otherwise noted.*
10. *All dates shown within the revisions block hereon are for interoffice filing use only and in no way affect the date of the field survey stated herein.*
11. *In some instances, graphic representations have been exaggerated to more clearly illustrate the relationships between physical improvements and/or lot lines. In all cases, dimensions shown shall control the location of the improvements over scaled positions.*
12. *It is a violation of Rule 5J-17 of the Florida Administrative Code to alter this survey without the express prior written consent of the Surveyor. Additions and/or deletions made to the face of this survey will make this survey invalid.*
13. *The ownership of fences, perimeter walls and/or hedges shown hereon are not known and thus are not listed as encroachments. Fences, hedges and/or perimeter walls are shown in their relative position to the boundary.*
14. *The expected horizontal accuracy of the information shown hereon is +/- 0.10'.*

CERTIFICATION:
I HEREBY ATTEST *that the survey shown hereon conforms Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers adopted in Rule 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statutes, effective September 1, 1981.*

DATE OF LAST FIELD SURVEY: 01/20/2021

Craig L. Wallace
Professional Surveyor and Mapper
Florida Certificate No. 3357

REVISIONS:

01/20/21 SURVEY & TIE-IN UPDATE J.O. & J.C./S.W. 09-1252.38 WP181/43
08/22/19 WEST CANAL CROSS-SECTIONS J.O./C.W. 09-1252.34 WP173/43
07/09/19 TREE TIE-IN L.E./S.W. 09-1252.30 WP173/9
04/22/19 SURVEY & TIE-IN UPDATE J.O./S.W. 09-1252.29 WP168/77
02/16/16 SVY. UPD SPOT ELEVATIONS E.G./N.L. 09-1252.27 LW114/20
07/25/14 SVY UPD. T/I FINAL (OF NEWLY CONSTRUCTED IMPROVEMENTS ONLY) B.M./J.P. 09-1252.22 LW102/3
RECERTIFY M.B. 09-1252.21
02/28/14 U/C T/I & EL T.S./J.P. 09-1252.17 LW106/10
03/30/13 SURVEY AND TIE-IN UPDATE AND CANAL X-SECTIONS J.P./M.B. 09-1252.11 LW102/8
04/03/12 PLOT FLOOD ZONE LINE M.B. 09-1252.10
02/28/12 LOCATE FIRE HYDRANT J.P./M.B. 09-1252.9 LW98/14
12/12/11 SURVEY AND TIE-IN UPDATE AND SPOT ELEVATIONS B.M./M.B. 09-1252.8 LW97/56
09/15/10 SPOT ELEVATIONS R.C./M.B. 09-1252.6 WP115/70

Boundary Survey For:

YOUNG MENS CHRISTIAN ASSN OF THE PALM BEACHES INC

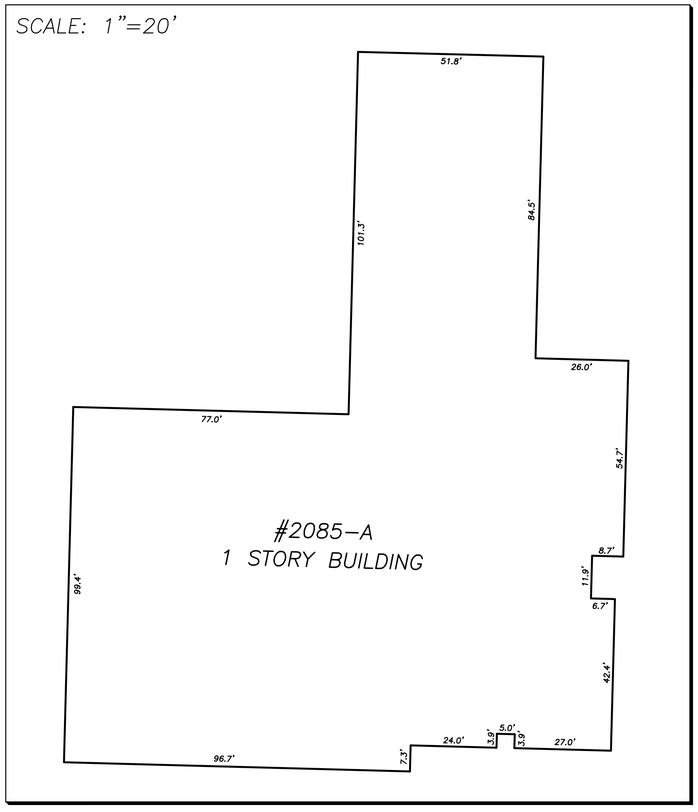
WALLACE SURVEYING CORP. LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

FIELD: J.P.	JOB NO.: 09-1252.3	F.B. WP114 PG. 17	
OFFICE: K.S.	DATE: 6/3/10	DWG. NO. 09-1252-1	
C'K'D: C.W.	REF: 09-1252-1.DWG	SHEET 1 OF 3	

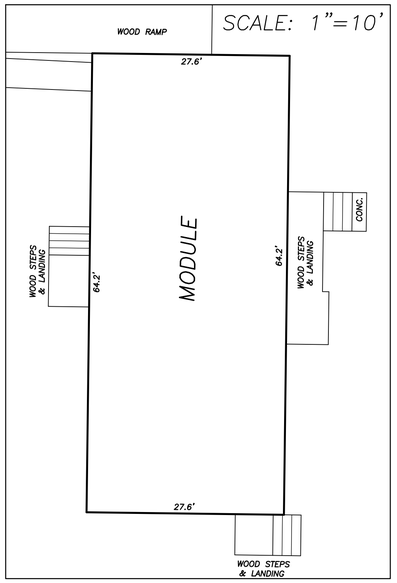
BUILDING FOOTPRINTS

N W E S

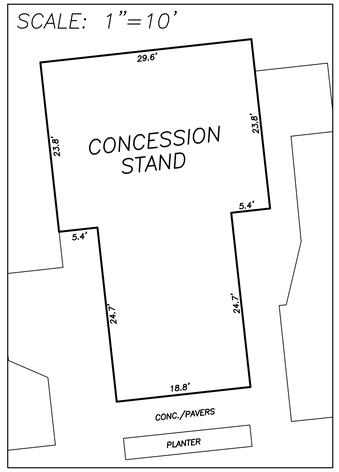
BUILDING FOOTPRINT A



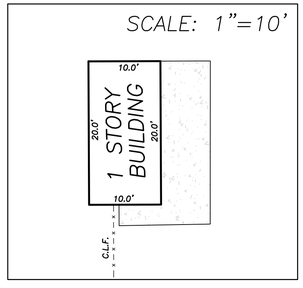
BUILDING FOOTPRINT C



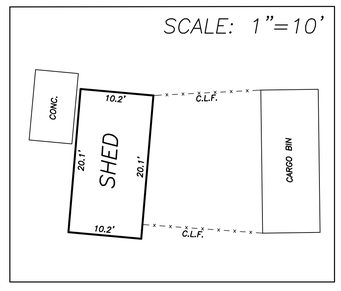
BUILDING FOOTPRINT H



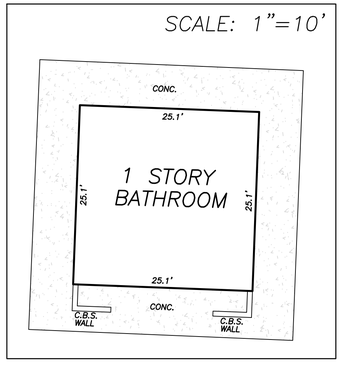
BUILDING FOOTPRINT F



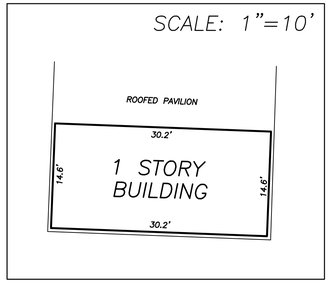
BUILDING FOOTPRINT G



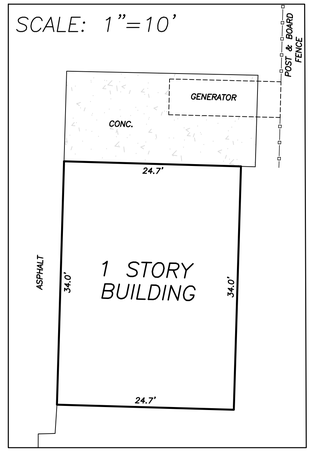
BUILDING FOOTPRINT D



BUILDING FOOTPRINT E



BUILDING FOOTPRINT I



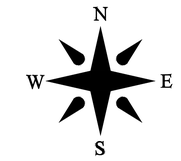
Boundary Survey For:

YOUNG MENS CHRISTIAN ASSN OF THE PALM BEACHES INC

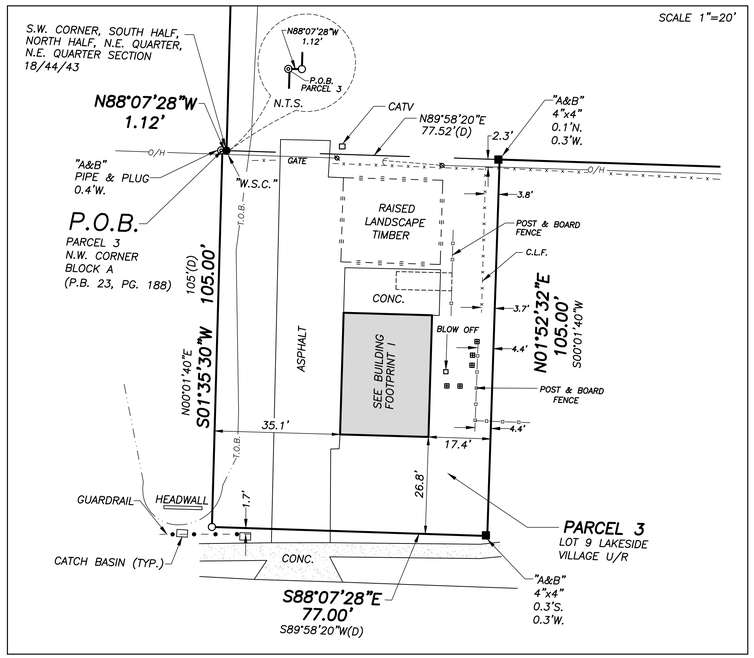
WALLACE SURVEYING CORP. LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

FIELD: J.P.	JOB NO: 09-1252.3	F.B. WP114 PG. 17	
OFFICE: K.S.	DATE: 6/3/10	DWG. NO. 09-1252-1	
C'K'D: C.W.	REF: 09-1252-1.DWG	SHEET 2 OF 3	

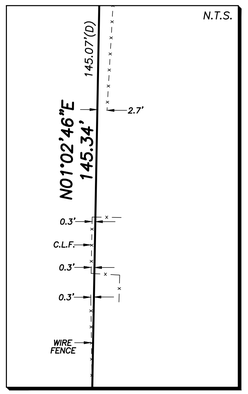
DETAIL SHEET



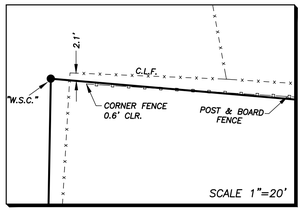
DETAIL A



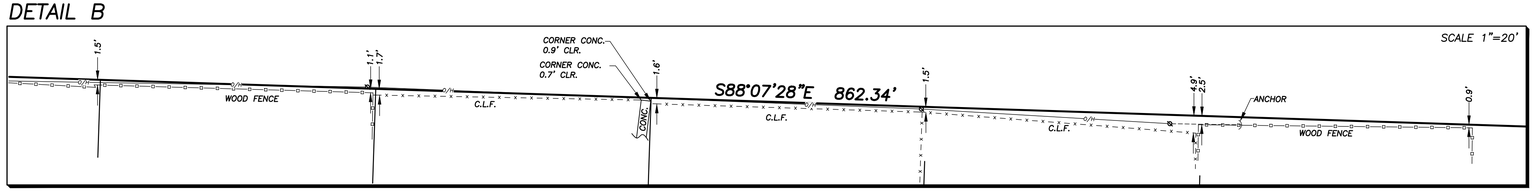
DETAIL D



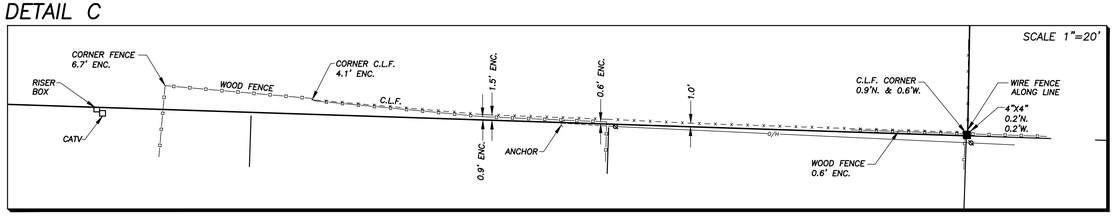
DETAIL E



DETAIL B



DETAIL C

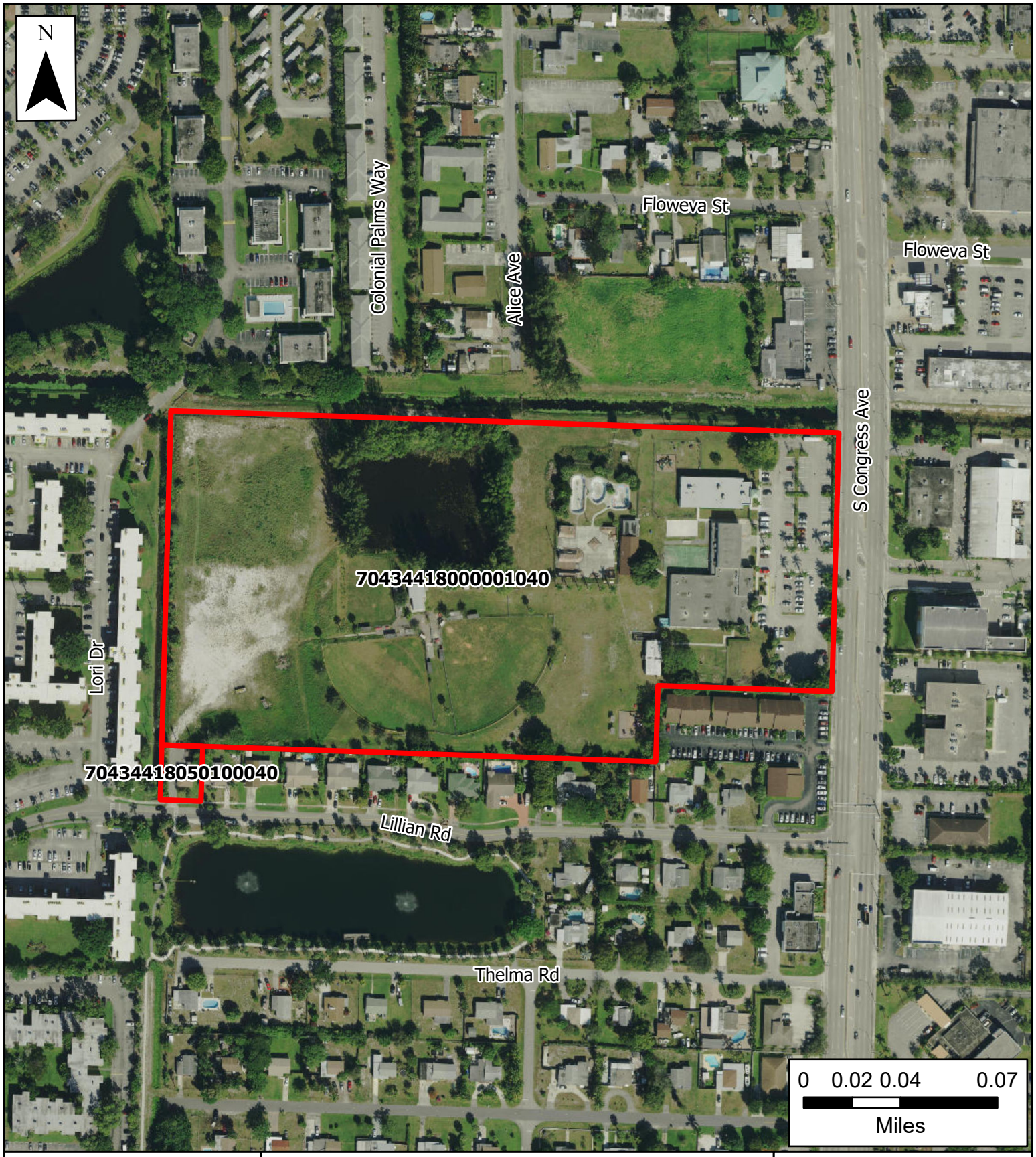


Boundary Survey For:

YOUNG MENS CHRISTIAN ASSN OF THE PALM BEACHES INC

WALLACE SURVEYING CORP. LICENSED BUSINESS # 4569
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

FIELD: J.P.	JOB NO.: 09-1252.3	F.B. WP114	PG. 17
OFFICE: K.S.	DATE: 6/3/10	DWG. NO.	09-1252-1
C'K'D: C.W.	REF: 09-1252-1.DWG	SHEET 3	OF 3



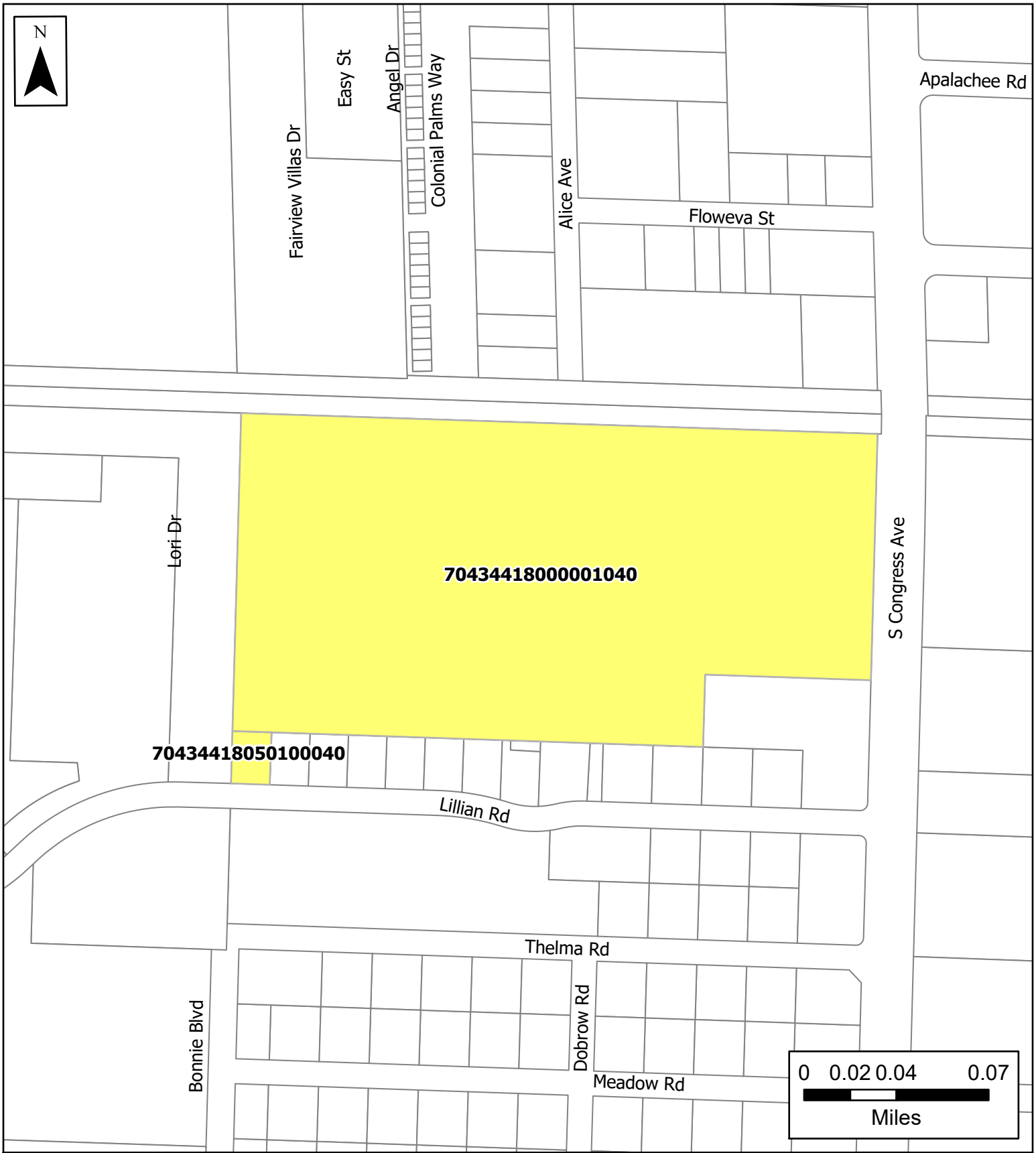
Village of Palm Springs

2085 S. Congress Ave
3243 Lillian Rd
Palm Springs Residences
Location Map

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: Property Boundary provided by Palm Beach County, Basemap imagery provided by ESRI Online Services.



Village of Palm Springs

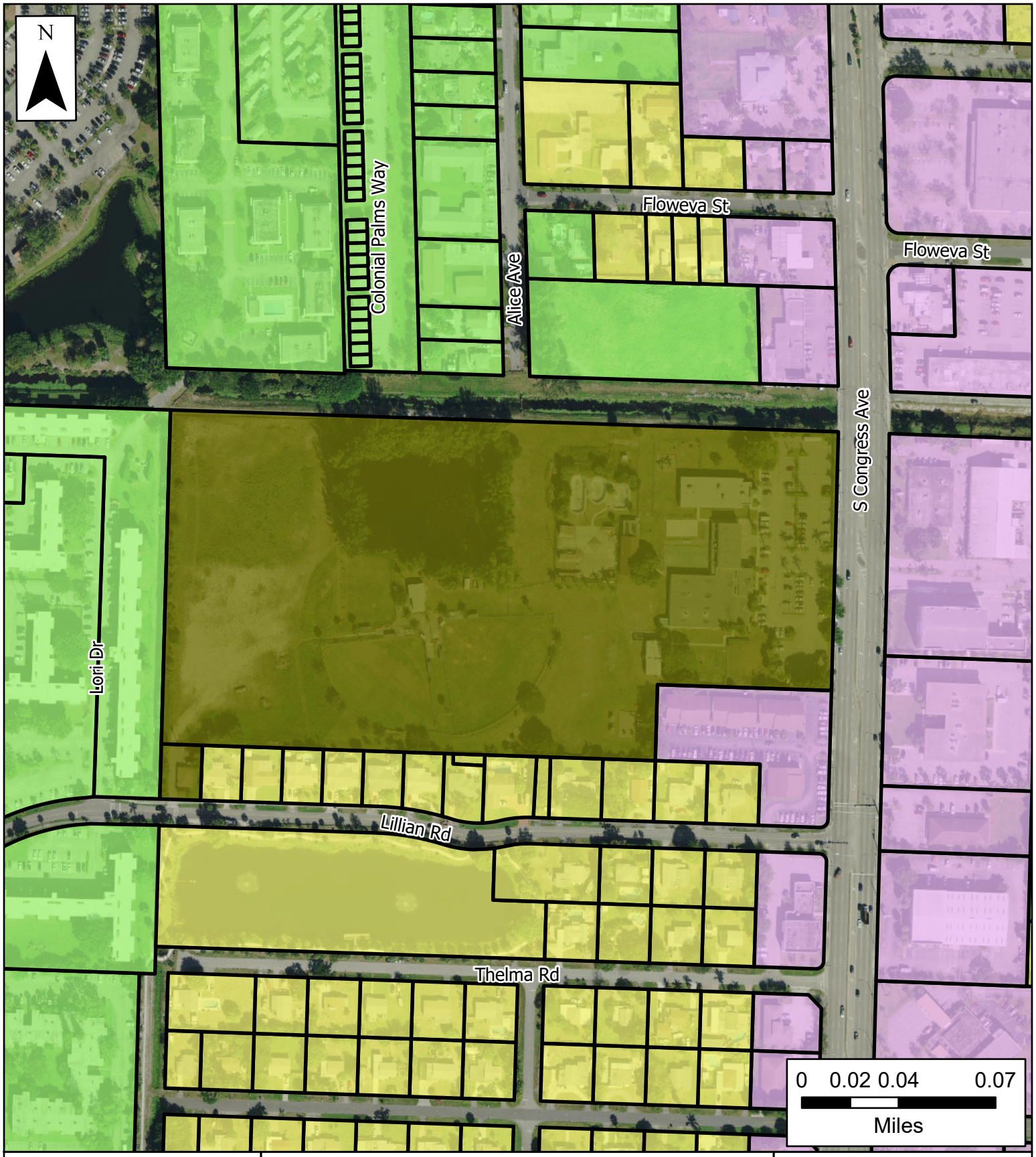
2085 S. Congress Ave
3243 Lillian Rd
Palm Springs Residences

Location Map

Palm Springs Residences

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: Property Boundary provided by Palm Beach County, Basemap imagery provided by ESRI Online Services.



Village of Palm Springs

2085 S. Congress Ave
3243 Lillian Rd
Palm Springs Residences
Future Land Use Map

- Commercial
- Low Density Residential
- Medium Density Residential
- High Density Residential

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: FLU provided by Palm Beach County, Basemap imagery provided by ESRI Online Services.

May 2021

To: Palm Springs Village *Council* and Planning & Zoning Board Members
Attn: Mayor Bev Smith, *Vice* Mayor Gary M. Ready, Mayor Pro Tem Doug Gunther, Council Member Patti Waller, Council Member Joni Brinkman
CC: Mr. Richard J. Reade (Village Manager), Ms. Kim Glas-Castro (Assistant Village Manager), Ms. Iramis Cabrera (*Interim* Planning, Zoning & Building Director)

RE: Letter *of support for the* Palm Springs Residences located at 2085 S. Congress Avenue

Dear Honorable Mayor and Village Council:

Please accept *this* letter as support for the approval of the Palm Springs Residences project. We believe the *development* of this new *residential* apartment community will be a great benefit to the Village of Palm *Springs*.

We feel the proposed development will bring residents, customers and clients to the area which will enhance existing business activity, spur interest from new businesses and be a catalyst for economic growth for our community.

We urge you to support the approval of Palm Springs Residences, as we believe the project will significantly enhance the aesthetic of our community and provide an economic benefit to the Village. Thank you for the consideration.

Sincerely,

Signature: Beverly A. Sheffer

Name (please print): Beverly A. Sheffer, President

Address: 715 LORI Drive, Apt. 206, Palm Springs, FL 33

Organization & Title (if applicable): Condo Assn. of Lakeside Village, IA

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

May 7, 2021

Palm Springs Village Council and Planning & Zoning Board Members
Attn: Joni Brinkman, Doug Gunther, Gary M. Ready, Bev Smith, Patti Waller
CC: Richard Reade, Kim Glas-Castro
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Proposed Development of Property at 2085 South Congress Avenue

Dear Village Council & Planning and Zoning Board Members:

I am writing to express the full support of the YMCA of the Palm Beaches for the sale and redevelopment of our property at 2085 South Congress Avenue by The Spear Group and Mast Capital. As you may be aware, our YMCA has been presented with a unique opportunity to partner with Palm Beach County Parks and Recreation by entering into a public private partnership and rebuilding our community center at Lake Lytal Park, approximately two miles away. The goal being to serve our current community, which includes The Village of Palm Springs, with updated and larger amenities.

When we decided to sell our current property, we were approached by 10-12 of the largest and most prominent firms developing property in South Florida. Careful consideration was given to selecting a developer that would work well with The Village and produce a project that would serve the community well. The Spear Group, with its exemplary reputation, long history of developing quality residential properties in South Florida, and smaller family-operated management was selected as best fit to work cohesively with the Village of Palm Springs. The addition of Mast Capital to the development team only further strengthens the team's capabilities.

As has been the case for close to 40 years, The YMCA of the Palm Beaches will work to strengthen the local community, to include the Village of Palm Springs, at our future location. The successful development of our current property is part of that commitment and the timing of the sale is critical to our plans to rebuild and expand our facilities at the new location, fulfilling our promise to the local community.

Kind regards,

Timothy G. Coffield, Ph.D.
President and CEO

YMCA OF THE PALM BEACHES
2085 Congress Ave., West Palm Beach, FL 33406 P 561.968.9622 F 561.968.2972 ymcapalmbeaches.org

THE YMCA OF THE PALM BEACHES, INC. IS A 501(c)3 TAX EXEMPT ORGANIZATION. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION (REGISTRATION NO. CH2056) MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

Betty Kranz
85 Shinhollow Rd
Port Jervis. NY 12771
April 29, 2021

Village of Palm Springs
Planning, Zoning and Building Boards

Re: application submitted by Duney, Miskel and Backman LLP

To Whom it may concern;

As a homeowner, directly affected by the proposed development plan I am submitting this letter as I am unable to appear in person. My unit is in building 23 and as all the occupants there we selected our units with several specific criterias in mind. The condition and layout of the condo, the association, amenities, price point, resale valve, convenience, aesthetics and quality of life and building 23 is a senior building so we chose this unit anticipating we would spend our retirement here. Despite all the other criterias the part of the condo that sold me was the natural serenity and beauty we are able to embrace every minute in my home because my backyard is not blocked by concrete buildings. Morning coffee on the veranda watching the birds and every night I count the stars as my day winds down. The soothing Florida breezes add to the moment and all my stress is released.

23 is the only building in the complex that does not have buildings behind it, buildings that block the breeze, trap the heat, destroy nature and ruin any chance of having a backyard, this is the reason we chose to live out our days here. Your plan, as I understand it, will erect buildings directly behind our building which will cause the issues I have already stated and severely decrease the value of our condos.

I do understand that Congress and Delaware LLC's are hoping to fulfill their plans without a hitch but it is important they understand that at our age our lives are invested in our "forever" homes, what we have is all we'll have...to lose value because of your proposal will be devastating and unfair to those who was here first. Your plan, as it stands could, could severely devalve our property.

We are asking that the plans are altered to keep the buildings on the Congress end of the project and no structures erected on the Lakeside end keeping the value in our homes so we don't have to seek reparations.

With Regards,

Betty Lou Kranz

Betty Lou Kranz

May 2021

To: Palm Springs Village Council and Planning & Zoning Board Members
Attn: Mayor Bev Smith, Vice Mayor Gary M. Ready, Mayor Pro Tem Doug Gunther, Council Member Patti Waller, Council Member Joni Brinkman
CC: Mr. Richard J. Reade (Village Manager), Ms. Kim Glas-Castro (Assistant Village Manager), Ms. Iramis Cabrera (Interim Planning, Zoning & Building Director)

RE: Letter of support for the Palm Springs Residences located at 2085 S. Congress Avenue

Dear Honorable Mayor and Village Council:

Please accept this letter as support for the approval of the Palm Springs Residences project. We believe the development of this new residential apartment community will be a great benefit to the Village of Palm Springs.

We feel the proposed development will bring residents, customers and clients to the area which will enhance existing business activity, spur interest from new businesses and be a catalyst for economic growth for our community.

We urge you to support the approval of Palm Springs Residences, as we believe the project will significantly enhance the aesthetic of our community and provide an economic benefit to the Village. Thank you for the consideration.

Sincerely,

Signature: Paul Pavone

Name (please print): Paul Pavone

Address: 701 Lori Drive Village of Palm Sprgs

Organization & Title (if applicable): Past President Lakeside Village Current Board Director.

May 2021

To: Palm Springs Village Council and Planning & Zoning Board Members
Attn: Mayor Bev Smith, Vice Mayor Gary M. Ready, Mayor Pro Tem Doug Gunther, Council Member Patti Waller, Council Member Joni Brinkman
CC: Mr. Richard J. Reade (Village Manager), Ms. Kim Glas-Castro (Assistant Village Manager), Ms. Iramis Cabrera (Interim Planning, Zoning & Building Director)

RE: Letter of support for the Palm Springs Residences located at 2085 S. Congress Avenue

Dear Honorable Mayor and Village Council:

Please accept this letter as support for the approval of the Palm Springs Residences project. We believe the development of this new residential apartment community will be a great benefit to the Village of Palm Springs.

We feel the proposed development will bring residents, customers and clients to the area which will enhance existing business activity, spur interest from new businesses and be a catalyst for economic growth for our community.

We urge you to support the approval of Palm Springs Residences, as we believe the project will significantly enhance the aesthetic of our community and provide an economic benefit to the Village. Thank you for the consideration.

Sincerely,

Signature: Carol Meldrum 5/10/2021

Name (please print): Carol Meldrum

Address: 225 Bonnie Blvd. 33461

Organization & Title (if applicable): Lakeside Village Resident since 2015

HOUSING LEADERSHIP COUNCIL
OF PALM BEACH COUNTY

Founding Members

Business Development Board

Chamber of Commerce of the Palm Beaches

Economic Council of Palm Beach County, Inc.

Greater Boca Raton Chamber of Commerce

Greater Delray Beach Chamber of Commerce

Palm Beach Northern Chamber of Commerce

Central Palm Beaches Chamber of Commerce

CareerSource

Supporting Member

Fannie Mae

Freddie Mac

Mission

The Housing Leadership Council of Palm Beach County, Inc. is an action-oriented coalition of business, civic and community leaders working to identify strategic solutions and funding options to the workforce housing shortage in Palm Beach County. Its primary goal is to increase the availability of attainable housing throughout Palm Beach County for workers at all income levels.

May 10, 2021

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

RE: Endorsement of Palm Spring Residences

The Housing Leadership Council of Palm Beach County, Inc. (HLC) is an action-oriented coalition of business, civic and community leaders working to identify strategic solutions and funding options to the workforce housing shortage in Palm Beach County.

As part of our standard review process of proposed housing projects, the Palm Springs Residences was presented to the Housing Leadership Council's Public Policy Committee who reviewed the project according to endorsement criteria. They recommended approval and the HLC Executive Committee and unanimously voted to support this proposed project at its February 28,2020 meeting.

One of the primary reasons for our support is the need for quality rental units in this corridor as there are many employment centers within close proximity to this location. Employers have indicated that Class A properties with upscale amenities are essential in their efforts to recruit and retain employees.

As you know the HLC also provided strong support for the CRA in order to revitalize and redevelop the area. Palm Springs Residences is the first major development project proposed within the newly established CRA and we feel this project strongly aligns with the goals of the CRA.

The HLC strongly supports approval in order to benefit Palm Springs and the county as a whole as we work to address the housing crisis in our community. Please feel free to contact the Housing Leadership Council with any questions.

Sincerely,

Suzanne P. Cabrera
President & CEO

2101 Vista Parkway, 4027 • West Palm Beach, FL 33411 • Tel: 561-653-4107



St. Luke Catholic Church

2892 S. Congress Avenue – Palm Springs, FL 33461
Phone (561) 965-8980 – Fax (561) 965- 1384

May 10, 2021

To: Palm Springs Village Council and Planning & Zoning Board Members
Attn: Mayor Bev Smith, Vice Mayor Gary M. Ready, Mayor Pro Tem Doug Gunther, Council Member Patti Waller, Council Member Joni Brinkman

RE: Letter of support for the proposed Palm Springs Residences located at 2085 S. Congress Avenue

Dear Honorable Mayor and Village Council:

Please accept this letter to show our support for the approval of the Palm Springs Residences project. We believe the development of this new residential apartment community will be a great benefit to the Village of Palm Springs, providing much needed residential and affordable housing in our community.

It will further likely act as a boost for local businesses with the additional number of residents contemplated.

Accordingly, I am happy to lend my support for the approval of Palm Springs Residences, as our parish believes the project will significantly benefit the Village and our community.

Yours sincerely,

Rev. Andrew D. Brierley

Pastor

CC: Mr. Richard J. Reade (Village Manager), Ms. Kim Glas-Castro (Assistant Village Manager), Ms. Iramis Cabrera (Interim Planning, Zoning & Building Director)

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 9.3:

Resolution No. 2021-14 - Site Plan Amendment (SPR21-07) and Special Exception Use (PSSE21-03) - Brave Little Stars Academy - 3108 South Congress Avenue

SUMMARY:

Mr. Schmidt Nichols, Agent for the property owner, Southeast Corporation Services, LLC ("Applicant"), is requesting Site Plan (SPR21-07) and Special Exception Use (PSSE21-03) approval for a child daycare facility located at 3108 South Congress Avenue.

Note: Currently, the 0.71-acre property is developed with a 2,199 square feet commercial restaurant structure. The property was annexed into the Village in 1999 as a developed parcel and was previously utilized as a sit-down restaurant until approximately five (5) years ago when it was vacated and has been unoccupied.

The proposed Site plan, if approved, would provide for the re-development of the property that would include a 4,728 square feet child daycare facility with a maximum of 85 children. The existing one-story commercial building would also be proposed to be demolished and the existing 1,498 square foot open pavilion would be proposed to be remodeled.

The applicant is proposing that children attending this facility would be distributed within six (6) rooms with one of the rooms designated for infants with a maximum capacity of twelve (12) babies. Access to the site is proposed via one (1) driveway on Congress Avenue with the dedication of a unilateral access easement to potentially connect the adjacent property (currently utilized as a Dunkin Donuts) to the north.

The proposed site plan is being requested to enable the applicant to bring the property up to

code, to the extent possible, and to be consistent with the Village's Commercial General (CG) zoning district regulations. The proposed site plan provides enhancements to the landscaped buffers, dumpster enclosure, building renovations, parking lot and drainage system.

It should be noted that the Planning and Zoning Board, during their on May 12, 2021, approved one (1) variance associated with the new daycare building:

1. (PSV21-08) - Request to allow a 10' side setback from the south property line [Provides relief from Section 34-826(7) of Village Code that requires a 15' side setback]

Additionally, the applicant is requesting one (1) variance from the Village Council:

1. (PSV21-09) - Request to allow business operations to commence at 6:30 am [one-half (1/2) hour early] [Provides relief from Section 34-891(1) that restricts business activities prior to 7:00 am]

Note: The proposed hours of operation variance was not considered by the Planning and Zoning Board as Village Code (Sec. 34-891 - Hours of Operation) provides that operational hours are approved by the Village Council.

The Planning & Zoning Board considered these applications during their May 11, 2021 meeting and recommended approval.

Planning, Zoning & Building Department staff does not object to the proposed site plan, special exception use and variance (PSV21-09) and recommends conditional approval of the proposed re-development project subject to the thirty (30) conditions outlined on the staff report.

FISCAL IMPACT:

The proposed project is expected to have a fiscal impact on the Village as it is would enhance the Village's assessed property valuation. Additionally, this project, if approved, would require various Village services that will result in increased expenditures to the Village.

ATTACHMENTS:

Proposed Resolution No. 2021-14 - Site Plan (SPR21-07), Special Exception Use (PSSE21-03) & Hours of Operation Variance (PSV21-09) - Brave Little Stars Academy - 3108 South Congress Avenue
Exhibit "A" Staff Report and Conditions of Approval - Brave Little Stars Academy
Project Narrative and Justification Statement - Brave Little Stars Academy
Site Plan, Landscape Plan, Architectural Plans and Letters - Brave Little Stars Academy
Warranty Deed
Proposed Color Rendering - Brave Little Stars Academy
Aerial Map and Location Map
LWH Advertisement for Resolution No. 2021-14

RESOLUTION NO. 2021-14

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE PLAN DEVELOPMENT AMENDMENT, (SPR21-07), SPECIAL EXCEPTION USE (PSSE21-03) AND ONE (1) VARIANCE (PSV21-07) TO ALLOW THE USE OF A CHILD DAYCARE FACILITY FOR THE COMMERCIAL GENERAL PROPERTY, LOCATED AT 3108 SOUTH CONGRESS AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Schmidt Nichols, "Agent", on behalf of the property owner, Southeast Corporation Services, LLC ("Applicant") is requesting a Site Development Plan (SPR21-07) Special Exception Use (PSSE21-03) and one (1) variance (PSV21-07) approval to allow the use of the property as a child day care facility for the Commercial General property located at 3108 South Congress Avenue; and

WHEREAS, Mr. Schmidt Nichols, "Agent for the owner, Southeast Corporation Services, LLC ("Applicant") is requesting one (1) variance relief, (PSV21-07); and

1. Section 34-891(1) to allow business operations to commence at 6:30 am (one (1) half hour early) [Provides relief from Section 34-891(1) that restricts business activities prior to 7:00 a.m.]

WHEREAS, the Planning & Zoning Board ("Board") considered the Site Plan Amendment (SPR21-07) and Special Exception Use (PSSE21-03) and (PSV21-08), variance relief from Section 34-826(7) to allow a 10' side setback (5' less), during their May 11, 2021 meeting and in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, and the Board recommended approval of the application; and

WHEREAS, the Village Council heard the request for variance relief, (PSV21-09) in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council, having received and considered the request of Mr. Schmidt Nichols, owner and applicant ("Applicant"), for approval of Site Plan Amendment (SPR21-07), Special Exception Use (PSSE21-03), determines as follows:

_____**Having been otherwise fully apprised of the premises herein, the Village Council hereby adopts the findings of the Board and approves the said application as revised, with the staff report conditions attached hereto as Exhibit "A", and which is incorporated herein by reference**.

OR

_____**Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application for the following reason(s):**

Section 1. The Village Council having received and considered the request of Mr. Blas Puentes, owner and applicant ("Applicant"), for approval of one (1) variance (PSV21-03) from Section 34-891(1) to allow business operations to commence at 6:30 a.m. in light of the applicable legal criteria set forth in Chapter 34 of the Palm Springs Code and the sworn testimony and other evidence presented at public hearing, determines as follows:

_____**Having been otherwise fully apprised of the premises herein, the Village Council hereby finds that there is substantial evidence to support same, and hereby APPROVES the request for the above-described variance relief.**

OR

_____**Having been otherwise fully apprised of the premises herein, the Village Council hereby DENIES the application for variance relief, finding that the requirements of Chapter 34 have not been met for the following reason(s):**

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
GARY M. READY, VICE MAYOR	□	□	□
DOUG GUNTHER, MAYOR PRO TEM	□	□	□
PATTI WALLER, COUNCIL MEMBER	□	□	□
JONI BRINKMAN, COUNCIL MEMBER	□	□	□

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
GLENN J. TORCIVIA, VILLAGE ATTORNEY

PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Special Exception Use and Site Development Pan with Two (2) Variances - Brave Little Stars Academy – 3108 South Congress Avenue.

Application Summary			
Applicant / Petitioner	Southeast Corporations Services LLC	Submittal Date	12/08/2020
Reference Name	Brave Little Stars Academy	Case Number	SPR21-07, PSSE21-03, PSV21-08, PSV21-09
		Parcel Control No	70-43-44-20-01-015-0010
Location	3108 South Congress Avenue	Site Area	± 0.71 acres
P&Z B Meeting	May 11, 2021	Council Meeting	June 10, 2021
Requests			
Proposed Use(s)	Site Development Plan Amendment and concurrent request for a Special Exception Use to allow the use of the property as a child day care facility within a 4,728 square feet commercial structure with a maximum of 85 children.		
Number of Buildings	1 child day care facility (4,728 sf)		
Variances	APPROVED ON 5/11/2021 BY PLANNING & ZONING BOARD PSV21-08 Requesting a Variance relief from Section 34-826(7) to allow a 10' side setback instead of 15' minimum required on the south side. COUNCIL CONSIDERATION: PSV21-09 Requesting a Variance relief from Section 34-891(1) to allow business operation to commence at 6:30 am instead of 7:00 am required.		

Parking			
Code	Required	Provided	Meets Requirement
Total Overall Parking	1/ employee @ 8 employee = 8 spaces 1/8 pupils @ 85 pupils = 11 spaces Total 19 spaces	19	Yes

Site Characteristics			
Existing Use	Vacant	Proposed Use	Child day care facility
Existing Zoning	Commercial General (CG)	Existing Future Land Use	Commercial

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Dunkin Donuts Restaurant	Commercial	Commercial General (CG)
South	Commercial businesses	Commercial	Commercial General (CG)
East	Village's Park	High Density Residential	Residential Multiple-Family (RM)
West	Commercial office building	Commercial	Commercial General (CG)

Recommendation
Planning, Zoning & Building Staff recommends conditional approval for the proposed child day care facility use as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses, and supports the requested variances.



I. Site History

- Ordinance 1999-64: Annexation

On December 2, 1999, the property was voluntarily annexed into the Village of Palm Springs as a developed parcel and designated with the Land Development as Commercial General zoning district and Commercial Future Land Use designation. Since the Property was annexed, the only approved use has been a sit-down restaurant. In 2013 the property was vacated by the former Congress Oar House restaurant and since then it has been unoccupied.

II. Comprehensive Plan Consistency

The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed use is permitted as special exception use and is generally consistent with goals, objectives and policies of the Village's Comprehensive Plan. With the proposed use, the property is proposed to be revitalized and improvement to the exterior of the site will create a beneficial visual impact to the neighborhood and the corridor.

III. Variances Requested

The applicant is seeking the following variances:

1. PSV21-08 Requesting a Variance relief from Section 34-826(7) to allow a 10' side setback instead of 15' minimum required on the south side.

2. PSV21-09 Requesting a Variance relief from Section 34-891(1) to allow business operation to commence at 6:30 am instead of 7:00 am required.

The applicant's full justification is hereto:

a. *That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.*

1. The special conditions and circumstances are due to the fact that the proposed daycare building is unable to meet the required 15' side interior setback along the south property line as the site is constrained north to south from the existing required parking spaces, existing 23' two-way drive aisle, and required sidewalk as a safety measure for pedestrians to the north of the building. Furthermore, the proposed daycare building requires a double-loaded corridor for emergency access and the applicant is required to be in compliance with the required classroom sizes per Florida's Licensing Standards for Day Care Centers, which make it unfeasible for the applicant to reconfigure the proposed daycare building or reduce the building s.f. This is the minimum needed to make reasonable use of the property.

2. The special conditions and circumstances are due to the fact that working parents would like flexibility to drop off their kids earlier in the morning. Furthermore, due to the COVID-19 pandemic, some parents would like to pick up extra shifts and need this additional time to drop off their kids in the morning.

b. That the special conditions and circumstances do not result from the actions of the applicant.

1. The Applicant has presented the special circumstances and conditions that justify the variance. The special conditions and circumstances are due to the fact that the proposed daycare building is unable to meet the required 15' side interior setback along the south property line as the site is constrained north to south from the existing required parking spaces, existing 23' two-way drive aisle, and required sidewalk as a safety measure for pedestrians to the north of the building. Furthermore, the proposed daycare building requires a double-loaded corridor for emergency access and the applicant is required to be in compliance with the required classroom sizes per Florida's Licensing Standards for Day Care Centers, which make it unfeasible for the applicant to reconfigure the proposed daycare building or reduce the building s.f. This is the minimum needed to make reasonable use of the property.

2. The Applicant has presented the special circumstances and conditions that justify the variance. The special conditions and circumstances are due to the fact that working parents would like flexibility to drop off their kids earlier in the morning. Furthermore, due to the COVID-19 pandemic, some parents would like to pick up extra shifts and need this additional time to drop off their kids in the morning.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.

1. The granting of the variance would not confer any special privilege to the Applicant. The applicant is required to be in compliance with the required classroom sizes per Florida's Licensing Standards for Day Care Centers. The proposed daycare building is unable to meet the required 15' side interior setback along the south property line as the site is constrained north to south from the existing required parking spaces, existing 23' two-way drive aisle, and required sidewalk as a safety measure for pedestrians to the north of the building.

2. The granting of the variance would not confer any special privilege to the Applicant. Working parents would like flexibility to drop off their kids earlier in the morning. Furthermore, due to the COVID-19 pandemic, some parents would like to pick up extra shifts and need this additional time to drop off their kids in the morning.

d. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

1. The literal interpretation of the code requires the applicant to reconfigure the proposed daycare building or reduce the s.f. of the building to be in compliance with the required 15' site interior setback along the south

property line. This would cause the applicant to be unable to meet the required classroom sizes per Florida's Licensing Standards for Day Care Centers and would significantly limit the applicant's daycare operations.

2. The literal interpretation of the code requires the applicant to open the daycare facility at 7:00 AM. Working parents would like flexibility to drop off their kids earlier in the morning and feel a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM would be sufficient. Furthermore, due to the COVID-19 pandemic, some parents would like to pick up extra shifts and need this additional time to drop off their kids in the morning

e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

1. The granting of a 5' reduction of the required 15' side interior setback along the south property line is the minimum needed to make reasonable use of the property.

2. The granting of a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM is the minimum needed to make reasonable use of the property.

f. That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

1. The proposed side interior setback variance request will provide safe, efficient circulation and traffic flow throughout the site. Granting the applicant the ability for a 5' reduction of the required 15' side interior setback along the south property line will be in harmony with the general intent and purpose of this chapter.

2. The proposed hours of operation variance request will provide safe, efficient circulation and traffic flow throughout the site. Granting the applicant the ability for a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM will be in harmony with the general intent and purpose of this chapter.

g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

1. The proposed side interior setback variance request will not be injurious to the area involved or detrimental to the public welfare as the applicant is requesting to allow for a 5' reduction of the required 15' side interior setback along the south property line.

2. The proposed hours of operation variance will not be injurious to the area involved or detrimental to the public welfare as the applicant is requesting to allow for a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM.

Staff does not object to the applicant's request, based on the applicant intent to provide more alternatives to parents/guardians to drop off their child and report to work/school on time. Staff found the variance to be in harmony with the general intent of the Village Code and will no create conflicts from the use or granting of the variance to commence business operation half hour (0.5 hr.) ahead of what is permitted. Additionally, with the setback variance will give the applicant more flexibility to provide sufficient parking spaces, adequate traffic circulation and pedestrian connectivity with the north parking area.

IV. Neighborhood Compatibility

1) The proposed project is located on the east side of South Congress Avenue, 88' north of 10th Avenue North.
2) The proposed project is on one of the most important corridors within the Village limits, South Congress Avenue, that connects North and South portions of the County and surrounding cities.
3) A mix of different commercial uses are existing along Congress Avenue.
4) Enhancement to the landscaping will be beneficial to the neighborhood.

5) The proposed facility is located within 1 mile of the Villages of Palm Springs complex building.
6) Properties located in proximity to the property are predominantly residential uses.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of the CG district.
  1) Proposed project plan generally meets required site development regulations.
  2) Variance for the hours of operations requested shall be approved by the Village Council.
  3) Minimum side setback variance requested shall be approved by the Planning & Zoning Board.
  4) A recorded cross access easement with the adjacent property to the north is required.
  5) Permits from all applicable permitting agencies, including but not limited to PBC Fire Rescue and Village of Palm Springs are required prior to any construction.
  6) A 10' wide by 30' long bus shelter easement shall be dedicated to Palm Tran
  7) Proposed project meets the Traffic Performance Standards of Palm Beach County.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on April 30,2021.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on April 20, 2021.
- Legal advertisement was published in the paper on April 29, 2021.
- 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 December 8, 2020 depicts the following:

- An application submitted for a Site Development Plan Approval and concurrently Special Exception Use with two (2) variances to allow the use of the property for a child daycare facility with a maximum of 85 children.
  1. Site Plan dated received December 8, 2020 revised and resubmitted on March 26, 2021.
  2. Landscape Plans dated received December 8, 2020 revised and resubmitted on March 26, 2021.
  3. Architectural plans dated received December 8, 2020 revised and resubmitted on February 1, 2021.
  4. Preliminary engineering plans dated received December 8, 2020 revised and resubmitted on March 26, 2021.
  5. Photometric plans dated received December 8, 2020 revised and resubmitted on February 1, 2021.
  6. Color Rendering.
  7. Justification Statement and proposed use.
  8. Traffic Statement.
  9. Stormwater Calculations.
  10. Survey.

IX Recommendation

The 0.71 acres property is located on the east side of South Congress Avenue approximately 800 feet north of 10th Avenue, within a mix of commercial and residential uses. The site is currently developed with 2,199 square feet commercial restaurant structure. The property was annexed into the Village in 1999 as a developed parcel and was used as a sit-down restaurant until approximately five years ago than was vacated and has been unoccupied as of today.

The proposed development consists of developing a 4,728 square feet child daycare facility with a maximum of 85 children. The existing one-story building is proposed to be demolished and the existing (1,498 s.f.) pavilion is proposed to

be remodeled. Children are going to be distributed within 6 rooms and one of the rooms is designated for infants with a maximum capacity for 12 infants. Access to the site is proposed via a one (1) driveway on Congress Avenue and a future cross access easement with the adject property to the north is proposed to be dedicated.

The proposed site plan includes enhancement to the landscape buffers, dumpster enclosure, building renovations, redoing parking lot and improvement to the drainage system.

Staff has found the proposed Special Exception use to be generally consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed use is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed special exception use does not significantly reduce light and air to adjacent properties and would not be deterrent to surrounding properties. The new project does not negatively impact natural systems.

Planning, Zoning and Building Staff recommends conditional approval of the Special Exception Use, Site Development Plan and Variances subject to the following thirty (30) conditions below:

1. Build out date is December 31, 2022.
2. The special exception approval shall be implemented within 18 months of Council approval.
3. The site plan approval is valid within 24 months of Council approval.
4. Proposed bus shelter easement (10' wide x 30' long) to Palm Tran shall be recorded prior to Certificate of Occupancy.
5. The Village agrees that only the concrete slab, the bench and a trash can shall be provided within the bus shelter easement. The property owner or tenant shall be responsible for the maintenance (including trash pick-up) of the area. Palm Tran might install a shelter in the future, should ridership warrant one.
6. Based on the play area provided, no more than 81 non-infant children shall be attending at any time (assuming 0 infants attending).
7. The maximum number of children attending the daycare shall not exceed 85 at any time.
8. Existing monument sign is non-conforming, only a face change is permitted.
9. Proposed landscape upgrading shall be concluded prior to any operations commencement.
10. The dumpster enclosure shall be completed prior to the issuance of the business license.
11. A 6' height precast wall along the north side adjacent to the play area shall be installed.
12. A (unilateral) access easement instrument, approved by the Village, shall be recorded in the public record to protect the future cross access with the property to the north, at time of permitting.
13. A building permit must be obtained with the Village's Planning, Zoning & Building department prior to any remodeling/construction work on the property.
14. No drop-off/pick-up shall be permitted from the southern drive aisle.
15. Staff shall direct customers to utilize the designated drop-off/pick-up parking spaces on the north side of the property.
16. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to Certificate of Completion, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
17. Permits must be obtained from the Village and Palm Beach County Fire Department at time of permitting.
18. Provide permits from all applicable permitting agencies at the time of permitting.
19. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
20. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc. Non-potable water shall be used for the irrigation system per Village code.
21. 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.
22. 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.

23. All new electric utilities shall be underground.
24. 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.
25. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CC.
26. The Landscaping shall be certified by the Landscape Architect upon completion and prior to CC or CO .
27. Absolutely no occupancy, other than construction personnel, is permitted prior to TCC/CC.
28. 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.
29. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
30. At the time of CC, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

SCHMIDT NICHOLS
LANDSCAPE ARCHITECTURE AND URBAN PLANNING

Justification Statement
Brave Little Stars Academy
Village of Palm Springs, Florida
Special Exception Application
Hours of Operation Variance Application
Original Submittal: December 8, 2020
Resubmittal: January 29, 2021
Resubmittal: March 3, 2021

Introduction

Schmidt Nichols ("Agent"), on behalf of the property owner, Southeast Corporation Services, LLC ("Owner"), respectfully requests your approval of these Special Exception and Zoning Variance applications for the project located at 3108 S Congress Avenue known as Brave Little Stars Academy. The 0.71-acre subject site (PCN 70-43-44-20-01-015-0010) is located on the north side of 10th Avenue N, east side of S Congress Avenue in the Village of Palm Springs, Florida ("subject property"). The existing building on-site has been unoccupied for more than 5 years. The proposed development consists of developing an 85-student 4,728 sf. daycare. Site access is proposed via a one (1) driveway on Congress Avenue. The proposed buildout year is 2022. The property is bounded by S Congress Avenue to the west with office uses beyond that to the west, a fast-food restaurant to the north, community park to the east, and professional office uses to the south. Currently, the subject property supports a Future Land Use Atlas designation of Commercial and is within the Commercial General (CG) zoning district.

Below is a summary of surrounding properties:

Adjacent Lands	Uses	FLU	Zoning
Subject Property (Proposed)	**Child Care Facility**	**Commercial**	**CG**
North	Restaurant (Dunkin Donuts)	Commercial	CG
South	Professional Office	Commercial	CG
East	Community Park	High Density Residential	RM
West	S Congress Ave R.O.W., Professional Office	Commercial	CG

The following is a summary of all the proposed applications:

- **Request 1: Special Exception Use Approval** to allow for a proposed 4,728 s.f. child care facility

- **Request 2: Hours of Operation Variance Approval** to allow for a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM

- **Request 3: Zoning Variance Approval** to allow for a 5' reduction of the required 15' side interior setback along the south property line.

Request 1: Special Exception Request Standards:

As required by Section 34-606 (b) please find responses to the applicable criteria and standards below for an application requesting Special Exception approval. The following responses apply:

(1) The proposed special exception use is consistent with goals, objectives, and policies of the Village's comprehensive plan.

Response: The proposed Brave Little Stars Daycare Facility is consistent with the comprehensive plan as it will provide a new, clean and safe alternative for working parents who are contributing to the overall vitality of the Town. Quality child care is in high demand by parents and employers because it provides a safe environment for the care and development of young children while parent's work. Child care is recognized by policy makers throughout the United States as a community priority because it contributes significantly to job creation and economic development, which furthers the goals and objectives of the comp plan.

(2) The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.

Response: The proposed Brave Little Stars Daycare Facility complies with all applicable standards and provisions of the Code. The project has been designed to fulfill and exceed code standards.

(3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.

Response: The proposed Brave Little Stars Daycare Facility is compatible with the surrounding area and in its function, including but not limited to

hours of operation between 6:30 AM and 6:00 PM. Moreover, parents who enroll more than one child normally are bringing or picking up those children at the same time and generally trips are shared with a primary trip to work, school or some other activity, making such a trip "a pass-by trip". Additionally, the aesthetics and elevations of the building have been designed to be a benefit to the area. Careful consideration has been made in the design of the site. Parking and design provide for the safe, effective and efficient circulation of vehicles. The proposed project in its entirety complements the surrounding businesses within the vicinity of the site.

(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

Response: Quality child care is in high demand by parents and employers because it provides a safe environment for the care and development of young children while parent's work. Furthermore, with the steady rise in the number of women in the work force, there has been a corresponding increase in the need for childcare services. The proposed Brave Little Stars childcare is located within a radius of many residences that require and demand such a use. The establishment of a new clean and safe childcare will spur development or redevelopment and will make the area more desirable to those with young children.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:

a) The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use
b) The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
c) The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Response: The proposed Brave Little Stars Daycare Facility complements the surrounding businesses within the vicinity of the site. There will be minimal impact to the surrounding land uses. There will be a limited number of persons using the property and there will be limited nuisances created by the use. The flow of traffic is minimal and will be concentrated during drop off and pick up of the children. As previously indicated, parents who enroll more than one child normally are bringing or picking up those children at the same time and generally trips are shared with a primary trip to work, school or some other activity, often making such a trip "a pass-by trip". Moreover, one of the criteria parents use when selecting care is how close the child care facility is

to their family's home. Family child care conveniently located near a family s home can result in reduced vehicle trips.

(6) That the proposed special exception use:
   a) Does not significantly reduce light and air to adjacent properties.
   b) Does not adversely affect property values in adjacent areas.
   c) Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations
   d) Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
   e) Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Response: The proposed Brave Little Stars Daycare Facility will not reduce light or air, negatively impact natural systems or public facilities or deter development or redevelopment. In fact, it may be a catalyst for revitalization in the area as the establishment of a new clean and safe childcare will increase property values and make the area more desirable to those with young children.

(7) The proposed use would enhance and/or promoter redevelopment of the Village, fulfill redevelopment objectives, and/or have a positive economic impact on the Village, including creating new jobs, economic growth and provide needed community- serving (neighborhood retail and commercial) uses and businesses.

Response: Child care is an important quality-of-life issue for families. For many families, access to reliable, safe and quality child care is a vital educational service that supports child development. Additionally, the availability of quality, affordable child care may be the determining factor in a parents' ability to be gainfully employed. The proposed Brave Little Stars Daycare Facility will have a positive economic impact on the Village, including creating new jobs, promoting economic growth and providing a needed community-serving child care.

Brave Little Stars is a desired preschool facility with an existing location in Delray Beach, Florida since December 2015. Brave Little Stars offers a healthy, nurturing, educational, and stimulating environment to encourage the development of many new skills of the children enrolled in the program. Their mission is to provide the highest quality, safe and affordable program for preschool age children in the community. As they understand that each child is unique, Brave Little Stars works with each child's individual needs. As their belief is that success and growth come from encouragement and praise, the teachers focus on building every child's self-esteem and confidence through positive feedback and rewards, within a home like

environment, stimulating social, emotional, physical, and cognitive development.

Brave Little Stars is Apple, Strong Mind and Gold Seal accredited, a provider of School Readiness, and works closely with The Early Learning Coalition of Palm Beach County. Please see Exhibit A to this Justification Statement for information on these accreditations. The one location has been serving Delray Beach, Boynton Beach, and bordering communities for five (5) years, without one violation, complaint or accident reported from families enrolled in our program, the Health Department, or the Early Learning Coalition of Palm Beach.

Their vision is to be the recognized leader in providing the best care for infants, preschool, and school age children. Known for our exceptional educational programs, talented teams and community relations/tips, Brave Little Stars is exciting about the opportunity to become part of the Palm Springs Community. Letters from the families of the children currently enrolled at Brave Little Stars in Delray Beach are attached as Exhibit B to this Justification Statement.

Additionally, the proposal meets and exceeds each all seven (7) of the development standards of Section 34-1022, the Supplemental Regulations applicable to Child Care Facilities. This includes the requirement for outdoor play areas which requires 75 square feet per non-infant child and 45 square feet per infant child. The outdoor play area consists of 6,107 square feet. With an occupancy of 85 students of which at minimum, twelve (12) will be infants at most, this would require a total of 6,015 square feet (75 x 73 = 5,475) + (12 x 45 = 540). The proposed outdoor plan area consists of 6,107 s.f.

Request 2: Variance Request Standards:

ZONING VARIANCE				
	CODE SECTION	REQUIRED	PROPOSED	VARIANCE
V1	Sec. 34-891 Hours of Operation	7:00 AM - 11:00 PM	6:30 AM - 6:00 PM	To allow for a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM
V2	Sec. 34-826(7) CG Property Development Regulations	15' Side Interior Setback (South of Building)	10' Side Interior Setback (South of Building)	To allow for a 5' reduction of the required 15' side interior setback along the south property line

Chapter 34, Section 34-603 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34- 603(f)(1) of the Code. The statement must include comments on each of the following individually:

a) That special condition and circumstances exist which are peculiar to the land,

structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.

Response:

V1: The special conditions and circumstances are due to the fact that working parents would like flexibility to drop off their kids earlier in the morning. Furthermore, due to the COVID-19 pandemic, some parents would like to pick up extra shifts and need this additional time to drop off their kids in the morning.

V2: The special conditions and circumstances are due to the fact that the proposed daycare building is unable to meet the required 15' side interior setback along the south property line as the site is constrained north to south from the existing required parking spaces, existing 23' two-way drive aisle, and required sidewalk as a safety measure for pedestrians to the north of the building. Furthermore, the proposed daycare building requires a double-loaded corridor for emergency access and the applicant is required to be in compliance with the required classroom sizes per Florida's Licensing Standards for Day Care Centers, which make it unfeasible for the applicant to reconfigure the proposed daycare building or reduce the building s.f. This is the minimum needed to make reasonable use of the property.

b) That the special conditions and circumstances do not result from the actions of the applicant.

Response:

V1: The Applicant has presented the special circumstances and conditions that justify the variance. The special conditions and circumstances are due to the fact that working parents would like flexibility to drop off their kids earlier in the morning. Furthermore, due to the COVID-19 pandemic, some parents would like to pick up extra shifts and need this additional time to drop off their kids in the morning.

V2: The Applicant has presented the special circumstances and conditions that justify the variance. The special conditions and circumstances are due to the fact that the proposed daycare building is unable to meet the required 15' side interior setback along the south property line as the site is constrained north to south from the existing required parking spaces, existing 23' two-way drive aisle, and required sidewalk as a safety measure for pedestrians to the north of the building. Furthermore, the proposed daycare building requires a double-loaded corridor for emergency access and the applicant is required to be in compliance with the required classroom sizes per Florida's Licensing Standards for Day Care Centers,

which make it unfeasible for the applicant to reconfigure the proposed daycare building or reduce the building s.f. This is the minimum needed to make reasonable use of the property.

c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district

Response:

V1: The granting of the variance would not confer any special privilege to the Applicant. Working parents would like flexibility to drop off their kids earlier in the morning. Furthermore, due to the COVID-19 pandemic, some parents would like to pick up extra shifts and need this additional time to drop off their kids in the morning.

V2: The granting of the variance would not confer any special privilege to the Applicant. The applicant is required to be in compliance with the required classroom sizes per Florida's Licensing Standards for Day Care Centers. The proposed daycare building is unable to meet the required 15' side interior setback along the south property line as the site is constrained north to south from the existing required parking spaces, existing 23' two-way drive aisle, and required sidewalk as a safety measure for pedestrians to the north of the building.

d) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

Response:
V1: The literal interpretation of the code requires the applicant to open the daycare facility at 7:00 AM. Working parents would like flexibility to drop off their kids earlier in the morning and feel a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM would be sufficient. Furthermore, due to the COVID-19 pandemic, some parents would like to pick up extra shifts and need this additional time to drop off their kids in the morning

V2: The literal interpretation of the code requires the applicant to reconfigure the proposed daycare building or reduce the s.f. of the building to be in compliance with the required 15' site interior setback along the south property line. This would cause the applicant to be unable to meet the required classroom sizes per Florida's Licensing Standards for Day Care Centers and would significantly limit the applicant's daycare operations.

e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Response:
V1: The granting of a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM is the minimum needed to make reasonable use of the property.

V2: The granting of a 5' reduction of the required 15' side interior setback along the south property line is the minimum needed to make reasonable use of the property.

f) That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

Response:
V1: The proposed hours of operation variance request will provide safe, efficient circulation and traffic flow throughout the site. Granting the applicant the ability for a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM will be in harmony with the general intent and purpose of this chapter.

V2: The proposed side interior setback variance request will provide safe, efficient circulation and traffic flow throughout the site. Granting the applicant the ability for a 5' reduction of the required 15' side interior setback along the south property line will be in harmony with the general intent and purpose of this chapter.

g) That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Response:
V1: The proposed hours of operation variance will not be injurious to the area involved or detrimental to the public welfare as the applicant is requesting to allow for a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM.

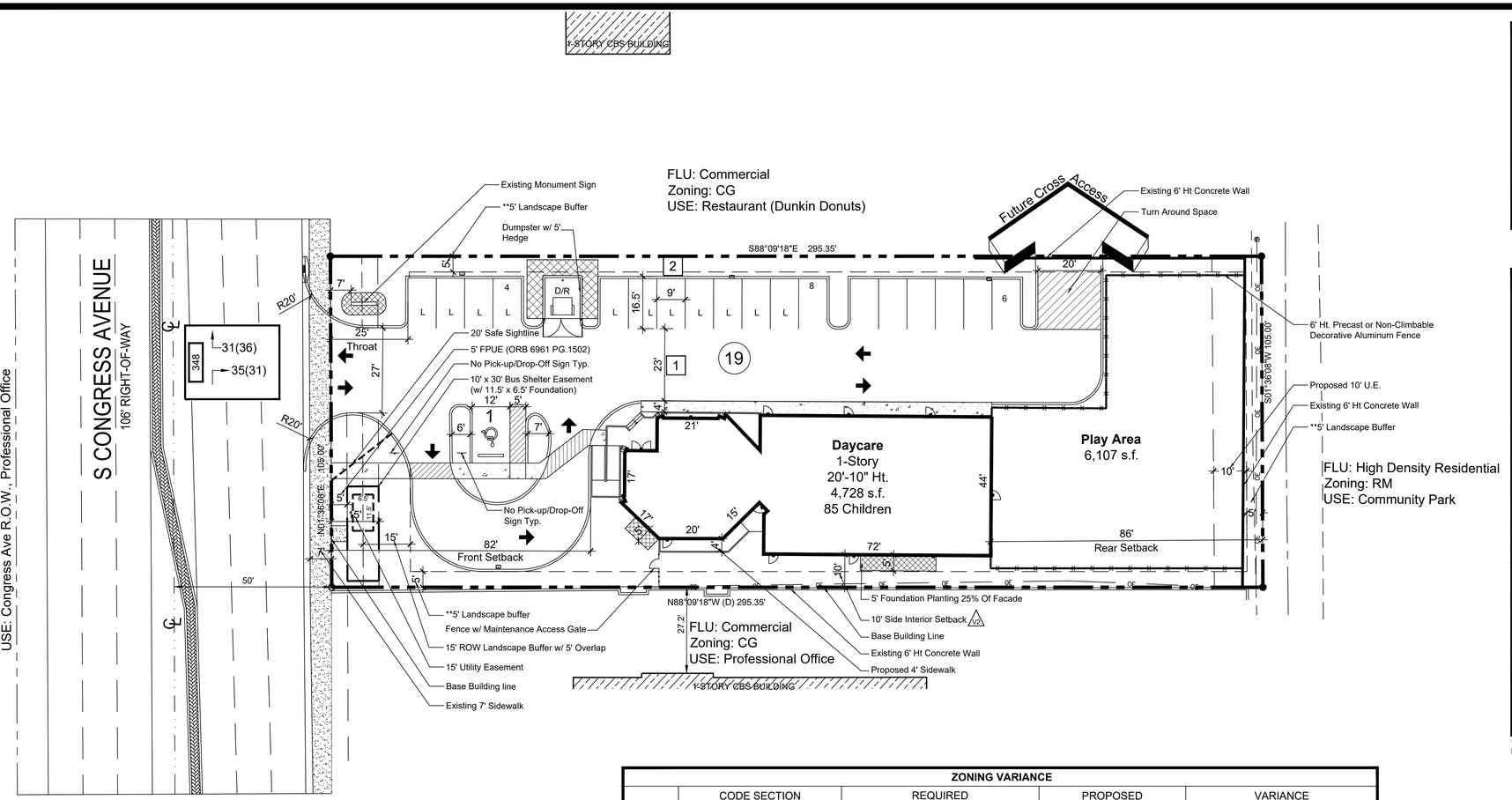
V2: The proposed side interior setback variance request will not be injurious to the area involved or detrimental to the public welfare as the applicant is requesting to allow for a 5' reduction of the required 15' side interior setback along the south property line.

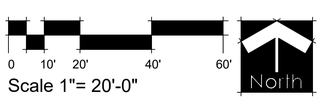
On behalf of the Property Owner, Southeast Corporation Services, LLC ("Owner"), Schmidt Nichols Inc. respectfully requests your approval of this Special Exception and Zoning Variance applications for Brave Little Stars Academy.

EXHIBIT LIST

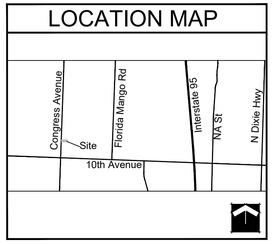
Exhibit A: Brave Little Stars Academy Accreditations

Exhibit B: Letters from Children's Families Enrolled in Brave Little Stars Academy





LOCATION MAP



SITE TABULAR DATA	
Application Name	Brave Little Stars Academy
Application Number	2020-01333
Future Land Use Designation	Commercial
Zoning District	General Commercial (CG)
Section, Township, Range	20/44/43
Property Control Numbers	70-43-44-20-01-015-0010
Existing Use	Restaurant
Proposed Use	Childcare Facility
Total Gross Site Area	0.71 AC. (31,011 s.f.)
Total Gross Floor Area	3,075 s.f.
Child Care Facility	3,075 s.f.
Required Child Care Floor Area	3,075 s.f.
1,500 s.f./1st 40 Children + 35 s.f./Each Add'l Child	
Proposed Child Care Floor Area	4,728 s.f.
Total Floor Area Ratio	0.15
Total Building Coverage	15%
Impervious Area	52%
Buildings (4,728 s.f.)	
Pavements/Walks (11,422 s.f.)	
Pervious Area	48%
Open Space (14,861 s.f.)	
Number of Children	85
Required Outdoor Play Area	6,015 s.f.
(12 infants x 45 s.f.) + (73 non-infants x 75 s.f.)	
Proposed Outdoor Play Area	6,107 s.f.
Max. Building Height	max. 45'
Proposed Building Height	20'-10"
Number of Stories	1
Parking Required	19 SPACES
Child Care Facility - 1 Space per employee/teacher @ 8 = 8	
Loading - 1 Space/8 Pupils @ 85 Pupils = 11	
(Loading included in the 11 Required Spaces)	
Proposed Parking	19 SPACES
Handicap Spaces Required	1
Handicap Spaces Proposed	1
Traffic Analysis Zone	1323
Concurrency Approval* Childcare Facility 4,728 s.f.	

*Concurrency is approved for the above uses and amounts shown on this plan

** Required Landscape Buffer On The Subject Site Can Be Reduced By 50% if A 5' Landscape Buffer Is Provided On Adjacent Parcels

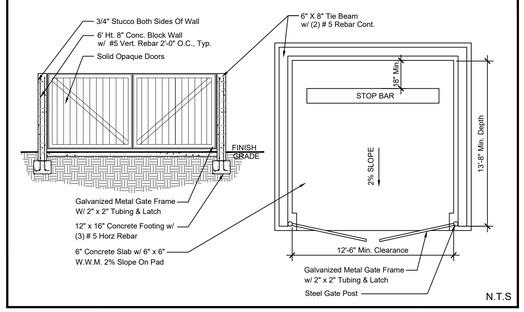
ZONING VARIANCE				
	CODE SECTION	REQUIRED	PROPOSED	VARIANCE
V1	Sec. 34-891 Hours of Operation	7:00 AM - 11:00 PM	6:30 AM - 6:00 PM	To allow for a 30-minute addition of the opening hours of operation from 7:00 AM to 6:30 AM
V2	Sec. 34-826(7) CG Property Development Regulations	15' Side Interior Setback (South of Building)	10' Side Interior Setback (South of Building)	To allow for a 5' reduction of the required 15' side interior setback

EXISTING NONCONFORMITY CHART				
	VILLAGE CODE	REQUIRED	PROVIDED	NONCONFORMITY
1	Sec. 34-1328 Minimum Off-Street Parking Bay Dimensions	26' for double vehicular drive aisles	23' for a double vehicular drive aisle	Allow for a 23' double vehicular drive aisle
2	Sec. 34-1328 Minimum Off-Street Parking Bay Dimensions	9' x 18.5' parking stall	9' x 16.5' parking stall	Allow for a 9' x 16.5' parking stall

PROPERTY DEVELOPMENT REQUIREMENTS										
	ZONING DISTRICT	MINIMUM LOT DIMENSIONS				MAX FAR	MAX BLDG COVER	SETBACKS/SEPARATIONS			
		SIZE	WIDTH	FRONTAGE	DEPTH			FRONT	SIDE INTERIOR	SIDE STREET	REAR
CODE	CG	--	100'	100'	200'	0.50	N/A	50'	15'	25'	20'
PROP	CG	0.71 AC.	105'	105'	295'	0.15	15%	82'	10'	N/A	86'

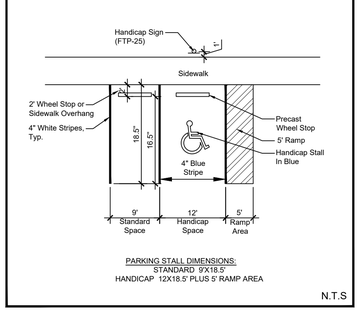
V2

DUMPSTER DETAIL



N.T.S

PARKING AND STRIPING



N.T.S

DEVELOPMENT TEAM	
DEVELOPER:	SOUTHEAST CORPORATIONS SERVICES LLC
	3108 S CONGRESS AVENUE
	LAKE WORTH, FL 33461
	(561) 450-6695
TRAFFIC ENGINEER:	PINDER TROUTMAN CONSULTING, INC
	2005 VISTA PARKWAY, SUITE 111
	WEST PALM BEACH, FL 33411
	(561) 296-9698
PLANNER:	SCHMIDT NICHOLS
	1551 N FLAGLER DRIVE, SUITE 102
	WEST PALM BEACH, FL 33401
	(561) 684-6141
ARCHITECT:	J.N. SHEINGOLD, P.E.
	12420 SW 75TH AVENUE
	MIAMI, FL 33156
	(305) 378-1244
SURVEYOR:	BROWN & PHILLIPS, INC.
	1860 OLD OKEECHOBEE ROAD, SUITE 509
	WEST PALM BEACH, FL 33409
	(561) 615-3988

NOTES
BASE INFORMATION FOR THIS PROJECT WAS OBTAINED FROM A SURVEY PREPARED BY BROWN & PHILLIPS, INC. DATED 05/12/2020
"L" LOADING SPACES
D/R DUMPSTER WITH ENCLOSURES

SCHMIDT NICHOLS
LANDSCAPE ARCHITECTURE AND URBAN PLANNING
1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

Brave Little Stars Academy

Palm Springs, Florida

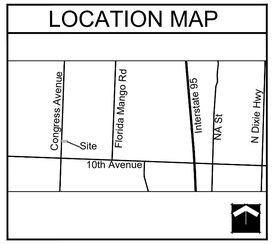
Date:	12/08/20
Scale:	1" = 20'-0"
Design By:	JS
Drawn By:	AH
Checked By:	JS
File No.	995.01
Job No.	20-87

REVISIONS / SUBMISSIONS
01/29/21 - Resubmittal
03/02/21 - Resubmittal
03/25/21 - Resubmittal

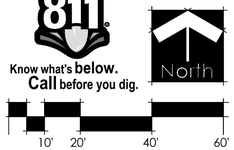
Site Plan

PSP-1 of 1

LOCATION MAP



811 Know what's **below.** **Call** before you dig.



Scale 1"= 20'-0"

TREE KEY

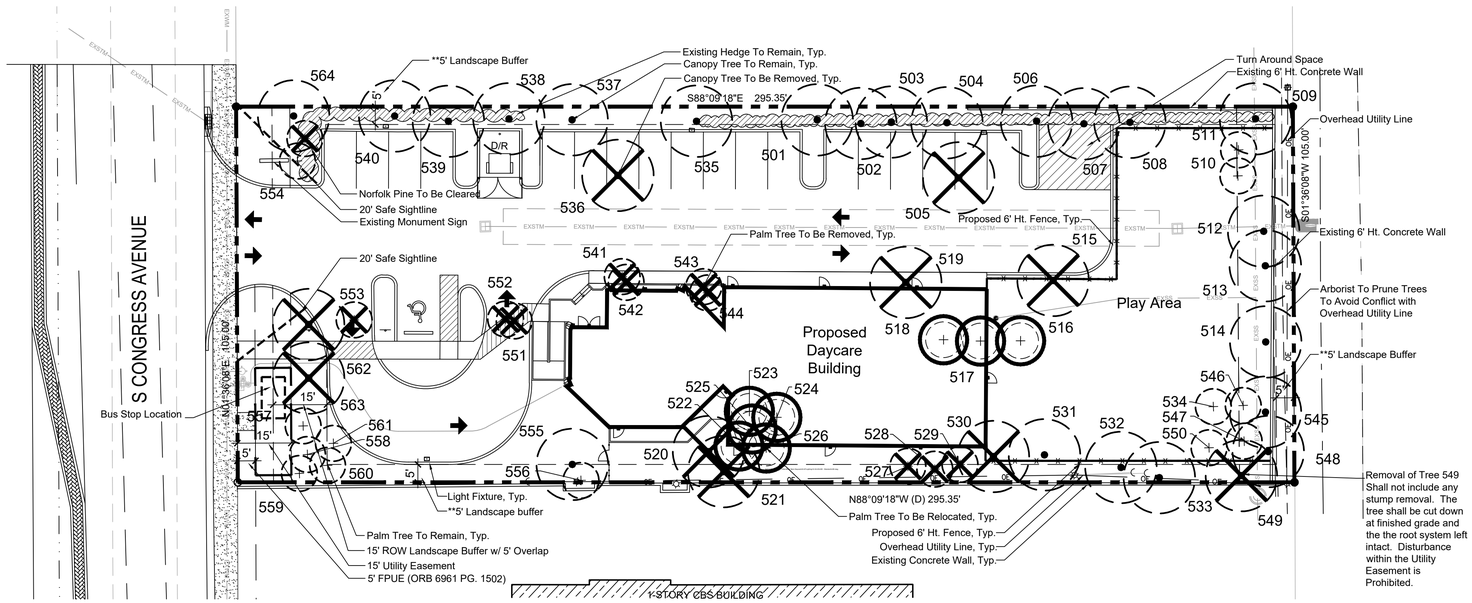
- Canopy Tree to be Preserved
- Canopy Tree to be Removed
- Palm Tree to be Preserved
- Palm Tree to be Removed
- Palm Tree to be Transplanted
  See Landscape Plan for Final Location

TREE SUMMARY

Category	Total Trees
Preserved Trees	36
Removed Trees	20
Transplanted Trees	8

VEGETATION NOTES

1. Tree protection barriers shall be installed and in place prior to any other construction activity on site. Tree protection barriers shall remain in place throughout the construction of the project until removal is approved by governing agency.
2. During land altering and construction, protective barriers shall be maintained around all trees / palms or groups of trees / palms to be protected. The movement of equipment or the storage of equipment, materials, and placement of debris or fill within protective barriers is prohibited.
3. A permit to remove trees / palms must be applied for with the governing agency prior to and tree removal.
4. All relocated trees and palms shall be staked and guyed as indicated in the details.
5. Hurricane cut all Sabals prior to transplant.
6. All transplanted trees must be transplanted using best industry standards.
7. Provide irrigation to transplanted trees or trees within holding areas to ensure survivorship.

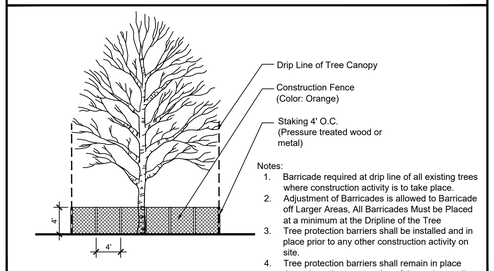


TREE TABULAR

TREE ID	SPECIES	DBH	DISPOSITION
501	Green Buttonwood	14"	Preserve
502	Green Buttonwood	14"	Preserve
503	Live Oak	16"	Preserve
504	Live Oak	12"	Preserve
505	Live Oak	6"	Remove
506	Green Buttonwood	18"	Preserve
507	Green Buttonwood	16"	Preserve
508	Green Buttonwood	18"	Preserve
509	Sabal Palm	16"	Preserve
510	Sabal Palm	14"	Preserve
511	Live Oak	10"	Preserve
512	Silver Buttonwood	10"	Preserve
513	Silver Buttonwood	10"	Preserve
514	Silver Buttonwood	8"	Preserve
515	Live Oak	8"	Remove
516	Sabal Palm	10"	Transplant
517	Sabal Palm	10"	Transplant
518	Sabal Palm	8"	Transplant
519	Live Oak	8"	Remove
520	Gumbo Limbo	12"	Remove
521	Tabebuia	12"	Remove
522	Sabal Palm	12"	Transplant
523	Sabal Palm	10"	Transplant
524	Sabal Palm	12"	Transplant
525	Sabal Palm	14"	Transplant
526	Sabal Palm	16"	Transplant
527	Queen Palm	8"	Remove
528	Queen Palm	6"	Remove
529	Queen Palm	12"	Remove
530	Green Buttonwood	12"	Remove
531	Green Buttonwood	14"	Preserve
532	Silver Buttonwood	8"	Preserve

TREE ID	SPECIES	DBH	DISPOSITION
533	Silver Buttonwood	10"	Preserve
534	Sabal Palm	12"	Preserve
535	Live Oak	14"	Preserve
536	Live Oak	14"	Remove
537	Live Oak	10"	Preserve
538	Live Oak	16"	Preserve
539	Green Buttonwood	14"	Preserve
540	Green Buttonwood	18"	Preserve
541	Montgomery Palm	6"	Remove
542	Montgomery Palm	6"	Remove
543	Montgomery Palm	4"	Remove
544	Montgomery Palm	4"	Remove
545	Green Buttonwood	8"	Preserve
546	Sabal Palm	16"	Preserve
547	Sabal Palm	16"	Preserve
548	Green Buttonwood	6"	Preserve
549	Silver Buttonwood	6"	Remove
550	Sabal Palm	18"	Preserve
551	Montgomery Palm	4"	Remove
552	Montgomery Palm	4"	Remove
553	Montgomery Palm	4"	Remove
554	Montgomery Palm	4"	Preserve
555	Gumbo Limbo	10"	Preserve
556	Sabal Palm	24"	Preserve
557	Sabal Palm	16"	Preserve
558	Sabal Palm	14"	Preserve
559	Sabal Palm	16"	Preserve
560	Sabal Palm	8"	Preserve
561	Sabal Palm	18"	Preserve
562	Crape Myrtle	2"	Remove
563	Crape Myrtle	2"	Remove
564	Live Oak	4"	Preserve

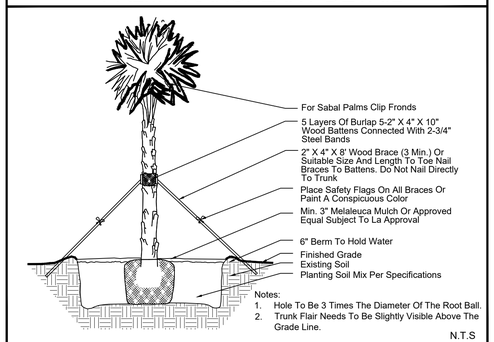
TREE PROTECTION DETAIL



Notes:
1. Barricade required at drip line of all existing trees where construction activity is to take place.
2. Adjustment of Barricades is allowed to Barricade off Larger Areas, All Barricades Must be Placed at a minimum at the Dripline of the Tree
3. Tree protection barriers shall be installed and in place prior to any other construction activity on site.
4. Tree protection barriers shall remain in place throughout the construction of the project until removal is approved by governing agency.

N.T.S

PALM TRANSPLANT DETAIL



Notes:
1. Hole To Be 3 Times The Diameter Of The Root Ball.
2. Trunk Flair Needs To Be Slightly Visible Above The Grade Line.

N.T.S

SCHMIDT NICHOLS
LANDSCAPE ARCHITECTURE AND URBAN PLANNING
1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

Brave Little Stars Academy

Palm Springs, Florida

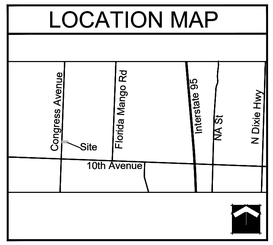
Date:	12/08/20
Scale:	1" = 20'-0"
Design By:	AM
Drawn By:	AM
Checked By:	JN
File No.	995.01
Job No.	20-67

REVISIONS / SUBMISSIONS
01/29/21 - Resubmittal
03/02/21 - Resubmittal
03/25/21 - Resubmittal

Tree Disposition

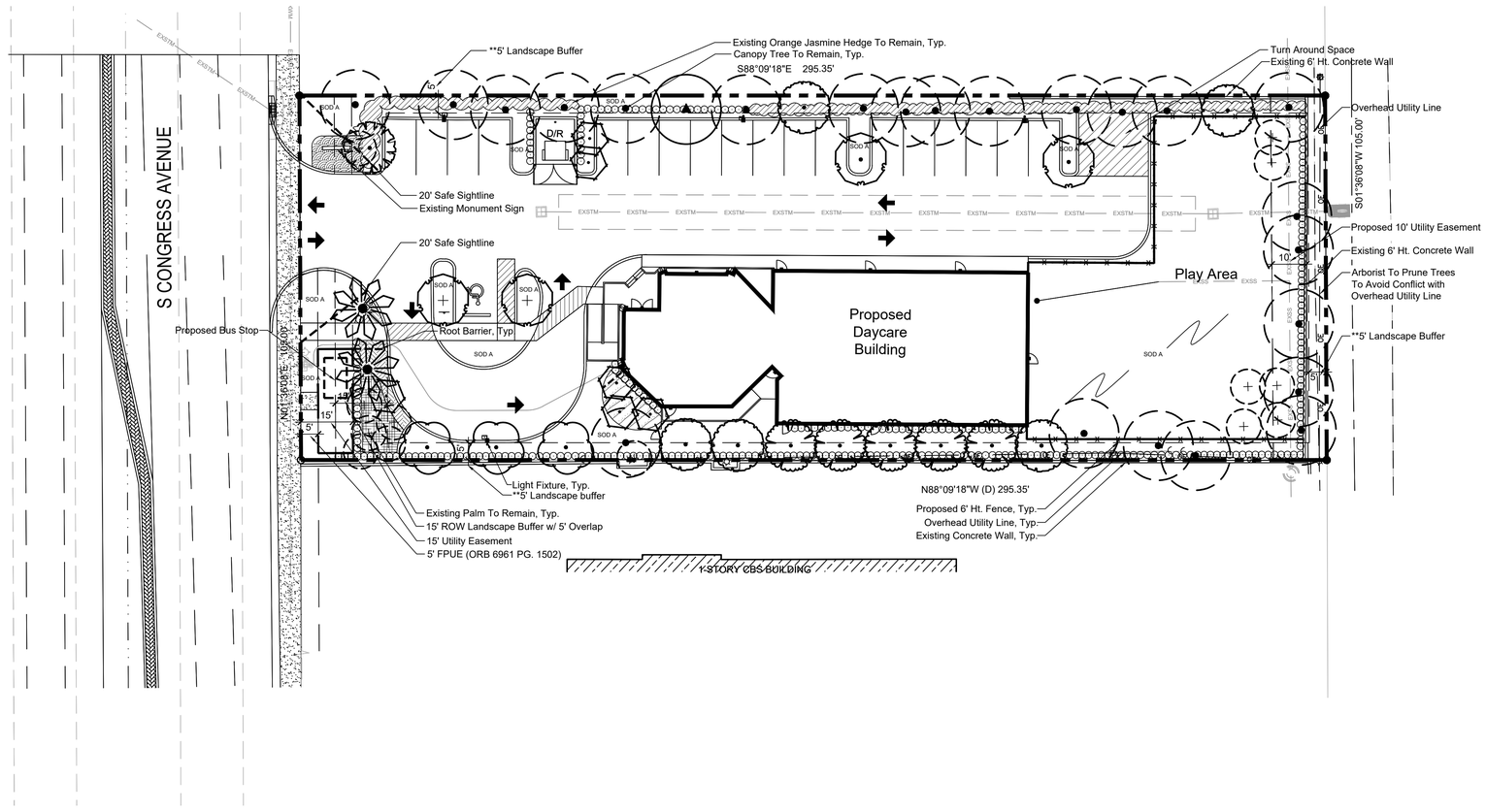
TD-1 of 1

LOCATION MAP



BRAVE LITTLE STARS ACADEMY

LI-1 Landscape Index Sheet
LP-1 Landscape Plan
LP-2 Landscape Specifications
TD-1 Tree Disposition Plan



811 Know what's below. Call before you dig.

0 10' 20' 40' 60'

Scale 1"= 20'-0"

North

SCHMIDT NICHOLS
LANDSCAPE ARCHITECTURE AND URBAN PLANNING
1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

Brave Little Stars Academy

Palm Springs, Florida

Date:	12/08/20
Scale:	1" = 20'-0"
Design By:	MD
Drawn By:	MD
Checked By:	JS
File No.	995.01
Job No.	20-87

REVISIONS / SUBMISSIONS

01/29/21 - Resubmittal
03/1/21 - Resubmittal
03/25/21 - Resubmittal

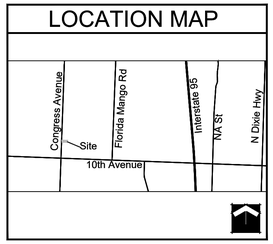
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED LANDSCAPE ARCHITECT.

Printed name LA 6667416
FLORIDA REGISTRATION NO. LA 0001638

Landscape Index

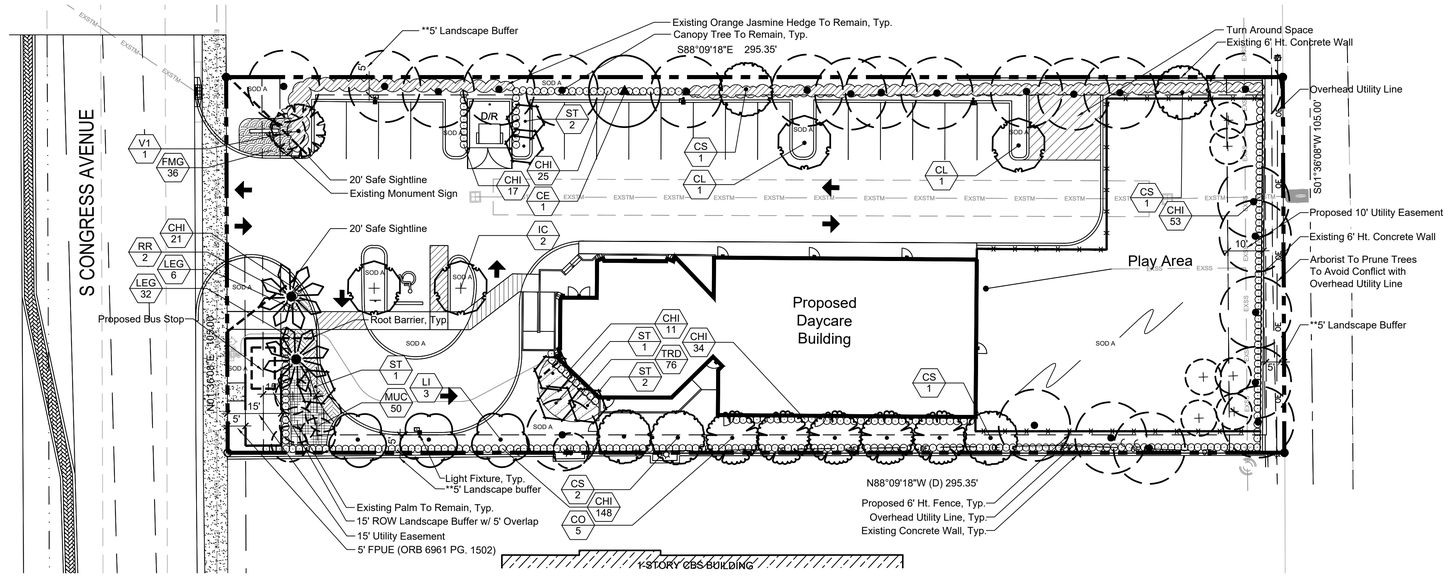
LI-1 of 1

LOCATION MAP



LANDSCAPE NOTES

1. Easements shall not encroach landscape buffers more than 5 feet.
2. Landscaping in right-of-way buffers shall be installed on the exterior side of walls or fences.
3. FDOT Type D or F curb shall be provided along the perimeter of all landscape, open space, drainage and grassed areas adjacent to paved vehicular use areas, except where wheel stops are provided.
4. Safe sight triangles shall be maintained clear of vegetation to provide unobstructed visibility between 30" and 8' above crown of road.
5. Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with landscaping in terminal islands, parking islands, medians, buffers or other landscaped areas.
6. All plant material is to be installed a the height, spread and DBH/Caliper shown in the Plant List, container sizes are given as a suggestion only.
7. No muck-grown sod shall be utilized in detention areas.
8. All landscape areas (including sod) shall be irrigated with an underground automatic sprinkler system providing min. 150% coverage.
9. Trees shown on this plan are for graphic representation only. Tree spacing is based on design requirements and the trees shown on these plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the field in accordance with the planting details shown hereon.
10. Trees are to be installed with a ten foot (10') separation from any water or sewer main and/ or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements. However, in no case shall a tree encroach into a PBCUE without prior PBCWUD approval and only sod can be installed within 7.5' of a fire hydrant unless otherwise approved by the Fire Marshal.
11. All planters shall be excavated to a minimum depth of the native soil on site and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other extraneous material.
12. All substitutions or modifications from the approved Landscape Plan must be submitted and approved by the Landscape Architect in writing.
13. All ground-mounted equipment shall be screened from view.
14. Prior to C.O., the site must have 100% sod coverage, including greenspace in the directly adjacent ROW. All disturbed areas must be sodded including all areas used for staging and maneuvering that may not be indicated on the Landscape Plan.
15. Potable Water Is Not Allowed For Use For Irrigation



PLANT LIST

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CALIPER	HEIGHT	SPREAD	CLEAR TRUNK	WATER USAGE	STATUS
	CL	2	Clusia rosea / Autograph Tree Standard Form, Matched	2" Cal.	12`	5`	5` Min.	Low	Native
	CE	1	Conocarpus erectus / Green Button Wood Single Straight Trunk, No Low Crotch	2" Cal.	12`	5`	5` Min.	Low	Native
	CS	5	Conocarpus erectus sericeus / Silver Button Wood Single Straight Trunk	2" Cal.	12`	5`	5` Min.	Low	Native
	CO	5	Cordia sebestena / Orange Geiger Tree Single Straight Trunk, Min 4` CT	2.5" Cal.	12`	5`	5` Min.	Medium	Native
	IC	2	Ilex cassine / Dahoon Holly Single Straight Trunk, Full to Base is Not Acceptable	2" Cal.	12`	5`	5` Min.	Low	Native
	LI	3	Lagerstroemia indica `Tuscarora` / Tuscarora Crape Myrtle Single Straight Trunk, Matched	2" Cal.	12`	5`	5` Min.	Low	Non-Native
	RR	2	Roystonea regia / Royal Palm Matched, No Scarred Trunks, Full Heads	N/A	6` GW	N/A	6` GW	Medium	Native
	ST	6	Sabal palmetto / Transplanted Cabbage Palm *+ Transplanted From On Site, Stagger Heights in Groups, Avg. 12` OA Min. Ht. in Groupings	EX.	EX.	EX.	EX.	Low	Native
	V1	1	Veitchia montgomeryana / Montgomery Palm Single Trunk, No Scarred Trunks, Matched	N/A	12` OA	N/A	12` OA	Low	Non-Native

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS
	CHI	311	Chrysobalanus icaco / Coco Plum Full To Base	36"	24"	24" O.C.	Low	Native

SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS
	MUC	29	Muhlenbergia capillaris / Pink Muhly Full	18"	18"	24" O.C.	Low	Native
	TRD	76	Tripsacum dactyloides / Fakahatchee Grass Full	18"	18"	18" O.C.	Low	Native

GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	HEIGHT	SPREAD	SPACING	WATER USAGE	STATUS
	FMG	36	Ficus microcarpa `Green Island` / Green Island Ficus Full to Base	12"	12"	24" O.C.	Medium	Non-Native
	LEG	24	Liriope muscari `Evergreen Giant` / Evergreen Giant Liriope Full	12"	12"	24" O.C.	Low	Non-Native
	SOD A	10,021 sf	Stenotaphrum secundatum / St. Augustine Grass Solid Sod, Stagger Seams, Field Verify Sod Areas Prior To Bid, Sod All Disturbed Areas	N/A	N/A	N/A	High	Non-Native

LANDSCAPE REQUIREMENTS CHART

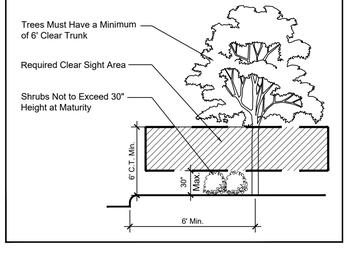
BUFFERS				
TREES:		REQUIREMENT	NO. REQUIRED	NO. PROVIDED
North Property Line	295 L.F.	20' O.C.	15	15 (12 Ex.)
South Property Line	295 L.F.	20' O.C.	15	15 (4 Ex.)
East Property Line	105 L.F.	20' O.C.	6	6 (6 Ex.)
West Property Line	105 L.F. - 30' Access = 75 L.F.	20' O.C.	4	4 (1 Ex.)
		TOTAL TREES:	**39**	**39**
3' HT. SHRUBS:		REQUIREMENT	NO. REQUIRED	NO. PROVIDED
North Property Line	295 L.F.	2' O.C.	148	25 (Ex.)
South Property Line	295 L.F.	2' O.C.	148	148
East Property Line	105 L.F.	2' O.C.	53	53
West Property Line	105 L.F.	2' O.C.	53	23 (Ex.)
		TOTAL 3' HT SHRUBS:	**402**	**249 (Ex.)**
2ND TIER SHRUBS		REQUIREMENT	NO. REQUIRED	NO. PROVIDED
West Property Line	105 L.F.	2' O.C.	53	53
		TOTAL 2ND TIER SHRUBS:	**53**	**53**

INTERIOR				
FOUNDATION PLANTING (348' FAÇADE)		REQUIREMENT	NO. REQUIRED	NO. PROVIDED
Trees	33 L.F.	1 / 30 L.F.	2	2
PARKING ISLANDS		REQUIREMENT	NO. REQUIRED	NO. PROVIDED
Islands	6	1 / Island	6	6
LOT AREA (INCLUDES BUFFER/FOUNDATION)		REQUIREMENT	NO. REQUIRED	NO. PROVIDED
Interior Trees	31,011 S.F.	1 / 2,500 S.F.	12	49

OVERALL		REQUIREMENT	NO. REQUIRED	NO. PROVIDED
Native Trees	47	50 % of Required	24	45 (26 Ex.)
VUA Shade Trees	6	75 % of Required	5	5

TOTAL TREES	**47**	**47**
TOTAL SHRUBS	**455**	**302 + Existing**

SAFE SIGHT DETAIL



Know what's **below.** **Call** before you dig.

0 10' 20' 40' 60'
Scale 1"= 20'-0"
North

SCHMIDT NICHOLS
LANDSCAPE ARCHITECTURE AND URBAN PLANNING
1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

Brave Little Stars Academy

Palm Springs, Florida

Date:	12/08/20
Scale:	1" = 20'-0"
Design By:	MD
Drawn By:	AM
Checked By:	JS
File No.	995.01
Job No.	20-87

REVISIONS / SUBMISSIONS
01/29/21 - Resubmittal
03/02/21 - Resubmittal
03/25/21 - Resubmittal

Landscape Plan

PART 1 GENERAL

1.01 WORK INCLUDED

A. The scope of the work for the landscape contractor for the project shall include the provision of all labor, materials and equipment required to complete all tasks associated with the landscape and irrigation installation as shown on the drawings or noted herein. The landscape contractor is responsible for coordinating with the general contractor reasonable access to power and potable water sources as required to ensure plant survivability and delivery of a completed project that meets all the required specifications.
B. Subgrade Elevations: Excavation, filling and grading required to establish elevations 4" lower than elevations and contours shown on drawings are not specified in this Section.
C. Finish Grade Elevations: 1 inch below top of pathway edging.

1.02 QUALITY ASSURANCE

A. Subcontract landscape work to a single firm specializing in landscape work.
B. The landscape contractor shall be responsible for ensuring all work (including delivery, storage and disposal of their materials) is performed in compliance with applicable jurisdictional codes.
C. The landscape contractor shall be responsible for familiarizing themselves with project plans and scopes of work related to associated trades to be performed by others in order to identify key coordination items including, but not limited to, site access, material storage, and scheduling and sequencing of work. The landscape contractor is responsible for coordinating all site issues with the general contractor.
D. The plant quantities shown on the landscape contract documents are for the convenience of the landscape contractor. The landscape contractor is responsible for verifying all quantities and reporting any discrepancies to the Landscape Architect for clarification prior to contract award and at commencement of work. Contractor is responsible for confirming sod quantities and certifying such to the Owner or his representative.
E. The landscape contractor shall be responsible for the protection of all adjacent work, materials and equipment from damage due to their activities. The landscape contractor shall be solely responsible for any damage or injury to person or property that may occur as a result of the execution of their work.
F. Landscape Contractor to notify the Owner or his representative, or Landscape Architect at least three (3) working days prior to beginning any stage of work.
G. Owner or Landscape Architect to be immediately notified of any discrepancies found in field.
H. The Owner or his representative, or Landscape Architect reserve the right to field adjust plant material on-site to avoid conflicts or discrepancies not anticipated in the planning process.
I. Source Quality Control:
   1. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
   2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made. The contractor is responsible for exhausting all means possible to obtain the materials as specified prior to requesting substitution.
   3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
   4. Trees, Palms and Shrubs: Provide trees, palms and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as decay, knots, sun-scald, injuries, abrasions, and disfigurement. Root systems shall be vigorous and fibrous, filling the container but shall not be root bound or exhibit spiraling roots. Verification of the health and vigor of all plant material is the sole responsibility of the landscape contractor.
A. Provide trees, palms and shrubs for grade Florida No. 1 as outlined under the current edition of the Grades and Standards for Nursery Plants, Florida Department of Agriculture, unless otherwise noted.
i. Sizes: Provide trees and shrubs of sizes shown or specified. Trees, palms and shrubs of larger size may be used if acceptable to Landscape Architect, and if sizes of roots or balls are increased proportionately.
B. Inspection: Landscape Architect reserves right to inspect trees, palms and shrubs either at place of growth or at site before planting, for compliance with requirements for name, variety, size and quality.

1.03 SUBMITTALS

A. Certification: Submit certificates of inspections as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
B. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentage of purity, germination, and weed seed for each grass seed species.
C. Planting Schedule: Submit planting schedule showing schedule dates for each type of planting in each area of site.
D. Maintenance Instructions: Submit procedures for maintenance of landscape work.

1.04 DELIVERY, STORAGE AND HANDLING

A. Packaged Materials: Deliver packaged materials in original containers showing weight analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
B. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.
C. Trees, palms and shrubs: Provide freshly dug trees, palms and shrubs. Do not prune prior to delivery. Do not bend or bind-tie trees or shrubs in such a manner to damage bark, break branches or destroy natural shape. Provide protective covering during delivery.
D. Deliver trees, palms and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist.
E. Do not remove container grown stock from containers until planting time.

1.05 JOB CONDITIONS

A. Proceed with and complete landscape work as rapidly as portions of site become available.
B. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.
D. Planting Schedule: Where applicable, prepare a proposed planting schedule. Schedule dates to establish a logical sequence for completing each type of landscape work to avoid damage to other landscape work and work performed by other discipline. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delay.
E. Coordination with Lawns: Plant trees, palms and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Landscape Architect. If planting of trees, palms and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.06 SPECIAL PROJECT WARRANTY

A. Warrant lawns through specified maintenance period, and until final acceptance. The required period is for one full year following installation of lawn areas.
B. Warrant trees for a period of one year after date of substantial completion against defects death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Landscape Contractor's control.
C. Warrant shrubs for 1 full year after date of substantial completion.
D. It is understood that the warranty is to be inclusive of all labor, materials and equipment necessary for the replacement of any plant materials required.
E. Should the landscape contractor be required to replace any damaged, diseased, dying or dead plant material it is understood that the replacement material is to be of the same species, size and quality as that originally specified on the Landscape Plan. The contractor will be responsible for the removal of all materials and leaving the impacted area clean following any remedial action.
F. Remove and replace trees, shrubs or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period; unless, in opinion of the Landscape Architect, it is advisable to extend warranty period for a full growing season or for one full year.
   1. Another inspection will be conducted at end of extended warranty period to determine acceptance or rejection. Only one replacement will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 PRODUCTS

2.01 TOPSOIL

A. If topsoil is not available on site it must be furnished as specified. Throughout all parts of site where finish grades and contour lines differ from existing contour lines, bring to finish grade contours shown on "Grading Plan."
B. Topsoil shall be friable fertile soil with representative characteristics of area soils. It should be free of heavy clay, silt, stone, extraneous lime, plant roots and other foreign matter greater than 1 1/2" diameter. It shall not contain noxious plant growth (such as bermuda or nut grass). It shall test in neutral Ph range of 5.0 to 6.75 and contain no toxic substances that can be deemed to impede plant growth. The contractor shall be prepared to have soil lab-tested at his expense by the Landscape Architect or Owner. Topsoil shall comply with the following quantitative analysis.

COMPONENTS	VOLUME MEASURE	PARTICLE SIZE
Organic Matter 3 - 5%		
Silt	10 - 30%	0.05 to 0.002 MM
Sand	25 - 75%	0.2 to 0.05 MM
Clay	5 - 25%	0.002 MM and below

2.02 SOIL AMENDMENTS

A. If necessary to bring soil into above specified limits:
B. Lime: Natural limestone (Dolomite) containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.
C. Peat Humus or Peat Moss: Texture, moisture and pH range suitable for intended use.
D. Humus Soil Conditioner: Consisting of yard trimmings and biosolids co-compost.
E. Commercial Fertilizer: Complete fertilizer of neutral character, with 40% - 50% of the total nitrogen in a water insoluble form. It shall be uniform in composition, dry and free flowing.
   1. For trees, palms and shrubs, provide fertilizer with not less than 6% available phosphoric acid, 6% nitrogen and 6% soluble potash.
   2. For lawns, provide fertilizer with not less than 6% phosphoric acid, and 6% potassium, and percentage of nitrogen required to provide not less than 1 lb. of actual nitrogen per 1000 square feet of lawn area. Provide nitrogen in a form that will be available to lawn during initial period of growth.

2.03 PLANT MATERIAL

A. Plant list/schedule is part of this specification section.
B. Quality: Trees, palms, shrubs and other plants shall conform to the standards for Florida No. 1 or better as given in the latest edition of Grades and Standards for Nursery Plants, Florida Department of Agriculture.
C. Deciduous Trees: Provide trees of height, spread, and caliper listed or shown and with branching configuration for Florida No. 1 graded trees in Grades and Standard for Nursery Plants for type and species required. Provide single stem trees except where special forms are shown or listed. Ball condition variable.
D. Balled and burlap trees should be dug and prepared for shipment in a manner that will not damage roots, branches, shape and future development after planting. The product received on-site should have a firm ball with natural soils. Dried, cracked or broken rootballs will not be accepted.
E. Coniferous and Broad-leafed Evergreens: Provide evergreens of size shown or listed Dimensions indicate minimum height, spread, and caliper. Provide specified quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown and branching configuration for Florida No. 1 graded trees in Grades and Standard for Nursery Plants for type and species required.
F. The landscape contractor is responsible for confirming the availability of all the specified plant materials within four (4) weeks of project award. All requests for substitution due to lack of availability must be made to the Landscape Architect in writing within this period. No substitution shall be permitted without prior written approval from the Landscape Architect. The contractor is responsible for exhausting all means possible to obtain the materials as specified prior to requesting substitution.
G. Root suckers on Live Oaks are not acceptable.
H. No double or multi-trunk trees unless otherwise specified.

2.04 GRASS MATERIALS

A. Grass Seed: Provide fresh, clean, new-crop seed complying with established tolerance for purity and germination. Provide seed of grass species, proportions and minimum percentages of purity, germination, and maximum percentage of weed seed, as specified. Attach a schedule of requirements.
B. Sod: Provide strongly rooted sod free of weeds and undesirable native grasses, capable of growth and development when planted.
C. No muck-grown sod shall be utilized in detention areas.

2.05 MISCELLANEOUS LANDSCAPE MATERIALS

A. Ground Cover: Provide plants established and well-rooted in removable containers or internal peat pots and with not less than minimum number and length of runners specified.
B. Anti-Erosion Mulch: Provide clean, dry, mulching hay or straw of coastal bermuda, pangola or bahia grass. Only undeteriorated mulch which can be readily cut into the soil shall be used.
C. Mulch: Melaleuca or equal. The use of cypress mulch is prohibited.
D. Stakes and Guys: When required provide stakes and deadmen of sound new hardwood or treated softwood free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 1/2" hose, cut to required lengths to protect tree trunks from damage by wires.

PART 3 EXECUTION

3.01 LAYOUT

A. Layout individual trees and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Landscape Architect's acceptance before start of planting work. Make adjustments as maybe required.

3.02 PREPARATION OF PLANTING SOIL

A. The landscape contractor is responsible for the preparation of soils within all planting areas inclusive of providing all imported soil materials, soil amendments, soil conditioners and fertilizers as required.
B. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
C. Mix specified soil amendments and fertilizers with topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.
D. For planting beds, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
   1. Mix lime with dry soil prior to mixing of fertilizer.
   2. Prevent lime from contacting roots of acid-loving plants.
E. Remove all shellrock encountered and backfill with clean sand or sand/soil mix.

3.03 PREPARATION FOR ALL PLANTING AREAS

A. Eradicate weeds within the limits of all planting areas prior to beginning landscape installation. Perennial weeds and grasses to be removed include, but are not limited to, nut grass, puncture vine, morning glory, dog fennel, torpedo grass, Bermuda grass, Bahia grass, kikuyu grass, crab grass, carpet grass, sedge and other noxious and/or invasive weeds. The site is to be maintained weed free throughout planting operations.
B. Existing plant material to be removed, except where noted on the Landscape or Tree Disposition Plans.
C. Pre--till to scarify soils in all planting areas to a minimum depth of 4". Densely compacted areas between 85% and 90% are to be cross ripped to a minimum of 8" depth. In the process of tilling remove unacceptable materials including, but not limited to, foreign debris, construction waste, roots, concrete, asphalt and rocks greater than ½" diameter on average. In areas to receive sod till in fertilizer to a depth of 2" at a rate of 12 pounds per cubic ft.
D. All planters shall be excavated to a minimum depth to reach native soil and back-filled with a suitable soil consisting of fifty percent (50%) composted organic matter, well-mixed with native soil. Backfill material shall be free from rock, construction debris, or other extraneous material.
E. All road rock, concrete, asphalt and other non-natural material to be removed from all planting areas prior to landscape installation.
F. Spread a layer of 2 to 3 inches of humus soil conditioner over the entire planting areas Planting areas shall include all new sod areas, shrub areas and tree areas. These areas shall be as large as 3 times the diameter of the beds of the plants, except where confined by hardscape features such as paved parking areas, paved walk ways, structures, etc. Overlapping areas shall be considered to be one large planting area for the entire mass. The humus soil conditioner shall then be uniformly disked, tilled or aerified into the existing soil to a depth of 6 to 8 inches with the following exception: no rototilling shall occur closer to the trunks of established plants than one half the distance to the dripline of the existing plant canopy. All plants, including hedges and ground cover shall be planted in individually dug holes and the material dug from the holes shall then be further mixed with the prepared site soil prior to backfilling of the planting holes around the rootballs.
G. All landscape beds, including sod areas, shall be leveled and raked smooth prior to any planting.

3.04 PREPARATION FOR PLANTING LAWNS

A. Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 6"; apply soil amendments and initial fertilizers; remove high areas and fill in depressions; till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots, and other extraneous matter.
   1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of Owner's property; do not turn over into soil being prepared for lawns.
B. Elsewhere: Loosen subgrade of lawn areas to a minimum depth of 4". Remove stones over 1 1/2" in any dimension and sticks, roots, rubbish and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
C. Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement.
D. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil.
E. Allow for sod thickness in areas to be sodded.
F. Grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll and rake and remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
G. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
H. Restore lawn areas to specified condition if eroded or otherwise disturbed after fine grading and prior to planting.

3.05 PREPARATION OF PLANTING BEDS

A. Loosen subgrade of planting bed areas to a minimum depth of 12" using a cultimulcher or similar equipment. Remove stones over 1 1/2" in any dimension, and sticks, stones, rubbish and other extraneous matter. Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil. Add soil amendment.
B. Excavation for Trees and Shrubs: Excavate pits, beds and trenched with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
   1. For balled and burlapped (B & B trees and shrubs), make excavations at least half again as wide as the ball diameter and equal to the ball depth.
   2. For container grown stocks, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
C. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill. Fill excavations for trees and shrubs with water and allow to percolate out before planting.

3.06 PLANTING TREES, PALMS AND SHRUBS

A. Lay out individual trees, palm and shrub locations and areas for multiple plantings where required. Stake locations and outline areas and secure Landscape Architect's acceptance before start of planting work. Make adjustments as may be required upon approval.
B. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill free from rocks and debris around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
C. Balled and burlapped trees with natural burlap: pull back or remove at a minimum, the top 1/3 of the burlap from the root ball. Synthetic/plastic burlap and all other non-biodegradable materials must be removed completely from the root ball and disposed of.
D. Trees in baskets: Remove wire baskets to a depth of 18" min. All synthetic strapping and other non-biodegradable materials must be completely removed and disposed of.. Any burlap must be pulled back or removed from the top of the rootball.
E. If trees are to be containerized, root ball will be shaved at the periphery to remove all circling roots.
F. Set container grown stock as specified for balled and burlapped stock, except cut cans on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
G. Top-most root shall be visible within the top 2" of the root ball.
H. All proposed trees shall be installed either entirely in or entirely out of planting beds. Planting bed outlines shall not be obstructed and shall be smooth and flowing. If trees are located outside planting beds in grass areas, maintain a minimum three feet 3' wide offset to allow for mowers to maneuver.
I. Face of trees and palms to be located a minimum of 2'-0" off all sidewalks/bike paths or other paved surfaces, unless otherwise notated on plans.
J. Groundcover and shrubs to be laid out in a uniform and consistent pattern.
K. Dish top of backfill to allow for mulching.
L. Mulch pits, trenches and planting areas. Provide not less than 3" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Not more than 2" mulch shall be placed over the rootball of the trees. At the base of the plant, 2" must be maintained free of mulch.
M. Guy and stake trees immediately after planting, as indicated.
N. The landscape contractor shall install plant materials using the best horticultural practices:
   1. Protect plant material from damage during delivery, staging and installation. Do not begin installation of shrub and groundcover materials prior to completion of irrigation installation and finish grading.
   2. Do not install plant materials in winds in excess of 30 miles per hour.
   3. Do not install plant material if deemed site conditions will impede the ability of plant material to thrive without notifying the Landscape Architect of concerns prior to installation.
   4. Perform all work in accordance with all applicable laws, codes and regulations inclusive of all permits and inspections required by federal, state and local jurisdictions.
   5. The use of cables and chains for the lifting of trees is prohibited. Trees are to be lifted using nylon straps a minimum of 4" in width. Wrap trunks to protect from scraping and scarring.
   6. The 'choke' strapping method for lifting trees is prohibited.
   7. Do not drop plant material.
   8. Limit the amount of plants to be installed per day to those that can adequately be watered in the same day.
   9. Carefully remove containerized plants from their cans to avoid breaking the rootball. Containers should only be removed immediately prior to installation and plants should be immediately watered after placement.
   10. Remove burlap and cut steel baskets from at least the top third of the rootball for all B&B material. Remove wire baskets to a minimum depth of 18".
   11. Plant material must be installed at correct elevation in relation to finish grade as indicated on the planting details after settling. Plants set at incorrect elevations will need to be raised or lowered accordingly at no additional cost to the owner.
   12. Planting pits for trees and shrubs must be excavated to the dimensions specified on the planting details. Following planting area immediately surrounding plant is to be tamped firm and use water jet technique to remove all air pockets repeating as required.
   13. Apply re-wetting agent to the surface of all plant pits for trees and shrubs per manufacturer's recommendations.
   14. Apply shredded hardwood mulch in even layer to a 3" depth. Mulch must be pulled off the base of all plant material.
   15. Continuously monitor status of installed materials and make modifications, clean-ups and replacements as required.

3.07 PRESERVED PLANT MATERIALS

A. The contractor is responsible for protecting and maintaining all plant material to remain within the limits of construction as indicated on the plans. Existing trees to remain shall be undisturbed and protected by barricades. Barricades are to be installed prior to any construction or earthwork takes place on the site. Barricades shall remain in place through the duration of all construction activity and not removed until authorization has been received by the Landscape Architect and governing municipality.
B. No vehicle shall traverse this area nor shall any storage of materials or equipment be permitted within this protected area.
C. The contractor shall bear the sole responsibility of replacement for any damage to protected materials caused by construction activity without additional costs to the owner.

3.08 TRANSPLANTED PLANT MATERIALS

A. Root prune all large canopy trees to be relocated prior relocation one half of the root system at a time and allow of adequate harden off time.
B. Transplanted Sabal Palms shall be hurricane cut and rootballs shall be wrapped in burlap or plastic if not being planted within a 24 hour period.
C. Palms of other species shall have their fronds tied together to prevent leaf damage and facilitate handling.
D. Planting hole for transplanted material should measure two times the diameter of the root ball.
E. Trees shall be planted at the same depth as it was in the field.
F. The landscape contractor shall be responsible for providing supplemental irrigation through hand watering or other means (including temporary drip, water wands and soaker hoses) to help establish all transplanted trees. The contractor should continue to monitor the moisture content for all transplanted trees and adjust supplemental irrigation as needed.
G. All relocated trees shall be staked accordingly.
H. The contractor shall bear the sole responsibility of replacement for any damage to transplanted materials caused by construction activity, deficient irrigation, or poor transplant procedure without additional costs to the owner.

3.09 PRUNING

A. All pruning shall be done on the site before planting as directed by Landscape Architect. Pruning shall follow modern horticultural practices (Grades and Standards for Nursery Plants) and shall be done with approved tools designed for the purpose intended. Lopping, topping, or shearing of trees or shrubs will be grounds for rejecting the plants as unsuitable and not meeting requirements. Damaged, scarred, frayed, split, or skinned branches, limbs or roots shall be pruned back to line wood nearest to the next sound outside lateral bud, branch, limb or root. The terminal leader or bud in all trees or shrubs shall be left intact and not removed unless damaged.
B. Prune, thin out and shape trees and shrubs. Prune trees to retain required height and spread. Unless otherwise directed by Landscape Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.

3.10 SODDING NEW LAWNS

A. Lay sod within 24 hours from time of stripping.
B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces to sod; remove excess to avoid smothering of adjacent grass.
C. There shall be no gaps greater than ½" between pieces of sod.
D. Water sod thoroughly with a fine spray immediately after planting. Newly sodded areas shall be kept moist for the first week after planting after which a minimum watering rate of 2" per week, including rainfall shall be applied.
E. No muck-grown sod shall be utilized in detention areas.
F. Landscape Contractor is responsible for replacing any damaged sod.

3.11 MAINTENANCE

A. The landscape contractor shall be responsible for the maintenance of all plant materials and the planting areas immediately after planting and until final acceptance but the owner, Landscape Architect, and governing municipality.
B. Maintain trees, palms, shrubs and other plants until final acceptance but in no case less than following period: 30 days after substantial completion of planting.
C. Maintain trees, palms, shrubs and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and diseases.
D. Remove and replace excessively pruned or malformed stock resulting from improper pruning.
E. Maintain lawns for not less than the period stated below, and longer as required to establish an acceptable lawn.
   1. Sodded lawns, not less than 30 days after substantial completion.
   2. Seeded lawns, not less than 60 days after substantial completion.
F. Maintain lawns by watering fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
G. Landscape Contractor is responsible for watering all sod and plant materials from day of installation through final acceptance even if irrigation is not in place, unless this responsibility is assumed in writing by another party.
H. Contractor is responsible for returning to the site after a period of (1) one year to remove the staking from the trees and palms.

3.12 CLEANUP AND PROTECTION

A. During landscape work, keep pavement clean and work area in an orderly condition.
B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

3.13 INSPECTION AND ACCEPTANCE

A. When landscape work is completed, including maintenance, Landscape Architect will, upon request, make an inspection to determine acceptability. Landscape work may be inspected for acceptance in parts agreeable to Landscape Architect, provided work offered for inspection is complete, including maintenance.
B. Seeded lawns will be acceptable provided requirements, including maintenance, have been complied with, and healthy, uniform close stand of specified grass established, free of weeds, bare spots and surface irregularities (95% coverage required for acceptance).
C. Sodded lawns will be acceptable provided requirements, including maintenance, have been complied with, and healthy, well-rooted, even-colored, viable lawn is established, free of weeds, open joints and bare areas (95% coverage required for acceptance). Where inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

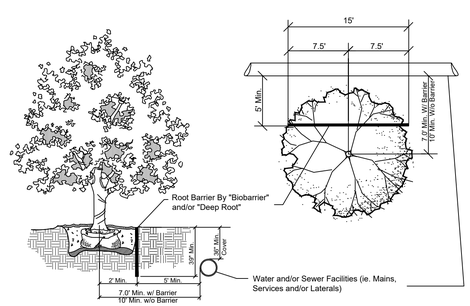
3.14 IRRIGATION

A. An automatic irrigation system providing 100% coverage with 50% minimum overlap is to be designed and installed to maintain an established landscape.
B. Bubblers shall be provided on all trees.
C. The landscape contractor shall be responsible for providing supplemental irrigation through hand watering or other means (including temporary drip, water wands and soaker hoses) to help establish the new and salvaged material. The contractor should continue to monitor the moisture content for all trees and shrubs.
D. The landscape contractor is responsible for obtaining all necessary permits prior to installation.
E. Provide an as built drawing of the irrigation system to the Landscape Architect.
F. A rain sensor is required on all irrigation systems.

LANDSCAPE AND ROOT BARRIER NOTE:

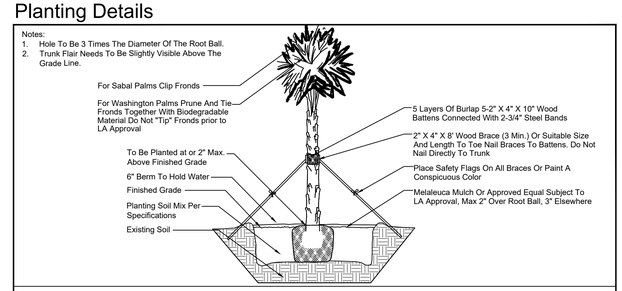
Trees shown on this plan are for graphic reprsentation only. Tree spacing is based on design requirements and the trees shown on this plans attempt to accomplish that spacing while maintaining the required setbacks from utilities. Trees may be field adjusted to avoid conflicts with driveways and underground utilities. In any case the trees shall be located in the filed in accordance with the planting details shown hereon.

Additionally, trees are to be installed with a ten foot (10') separation from any water or sewer main and/or service, hydrants, and lift stations. If a ten foot (10') separation cannot be achieved, the tree can be installed with a root barrier system. Refer to the "Root Barrier" detail for installation requirements.

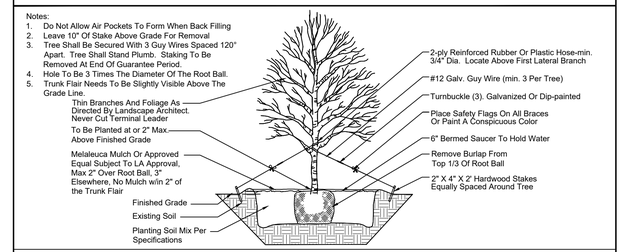


ROOT BARRIER DETAIL

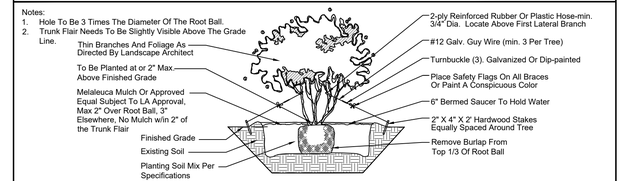
Planting Details



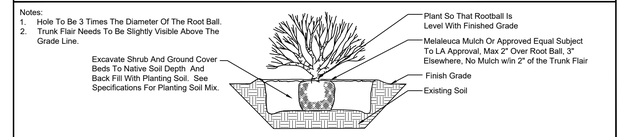
PALM PLANTING DETAIL



LARGE TREE (OVER 8' HEIGHT) PLANTING DETAIL

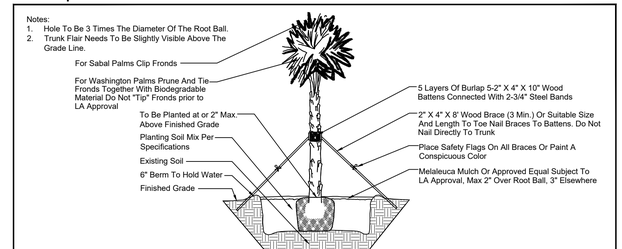


MULTI-TRUNK TREE PLANTING DETAIL

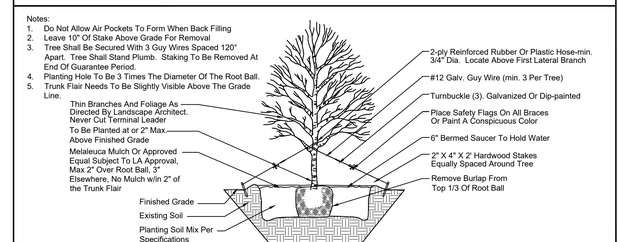


SHRUB AND GROUNDCOVER PLANTING DETAIL

Transplant Details



PALM PLANTING DETAIL



PALM PLANTING DETAIL

SCHMIDT NICHOLS
LANDSCAPE ARCHITECTURE AND URBAN PLANNING
1551 N. Flagler Dr, Ste 102
West Palm Beach, FL 33401
Phone: 561.684.6141
Email: info@snlandplan.com
Website: www.snlandplan.com
License No: LC26000232

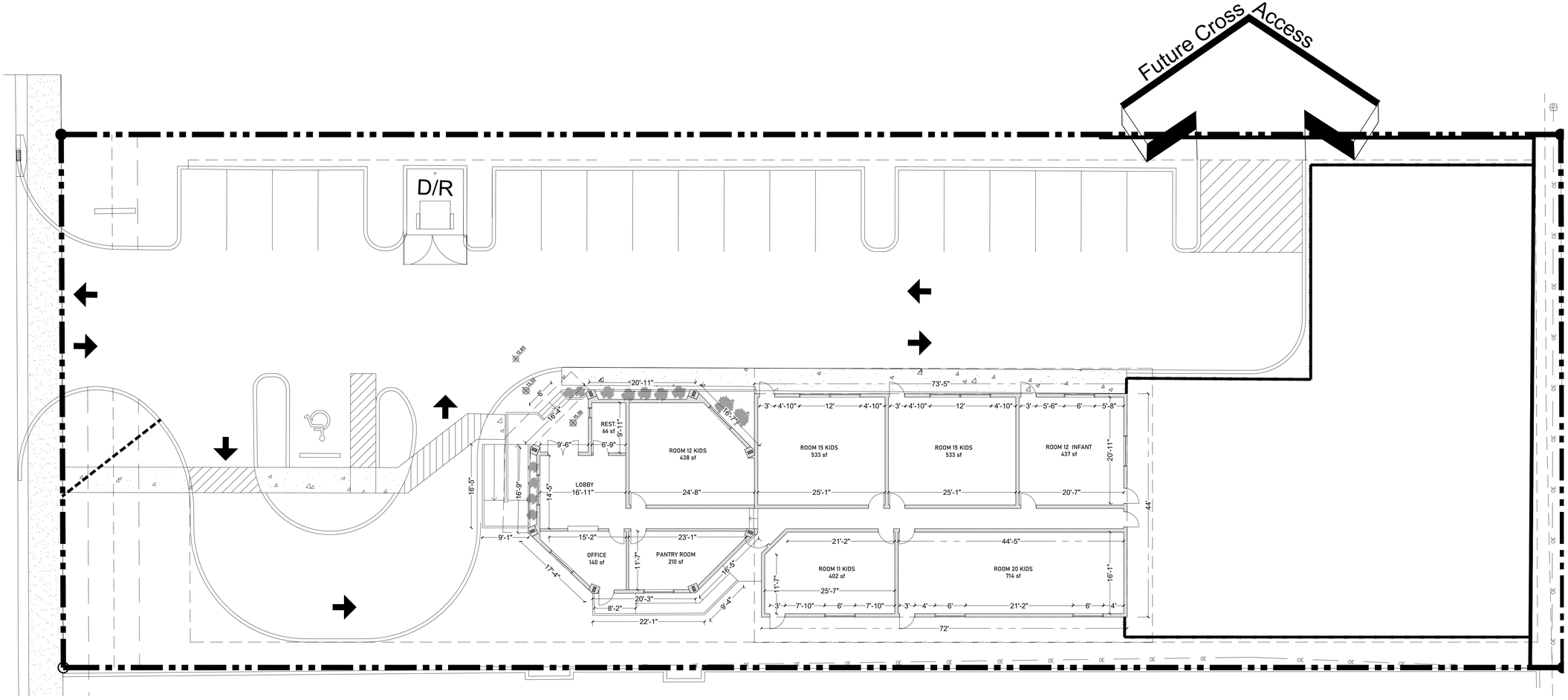
Brave Little Stars Academy

Palm Springs, Florida

Date:	12/08/20
Scale:	NTS
Design By:	MD
Drawn By:	AM
Checked By:	JS
File No.	995.01
Job No.	20-87

REVISIONS / SUBMISSIONS
01/29/21 - Resubmittal
03/02/21 - Resubmittal
03/25/21 - Resubmittal

Landscape Specs



FLOOR PLAN
1"-10'



PROYECT INFORMATION

EXISTING ONE STORY BUILDING TO DEMOLISH	2145 sf
EXISTING PAVILION TO RESTORE	1498 sf
PROPOSED ONE STORY BUILDING	3230 sf

TOTAL BUILDING AREA	4728 sf
TOTAL PLAYGROUND AREA	6107 sf

PROPOSED OCCUPANCY	STUDENTS	85
	STAFF	8
ROOMS INFORMATION	ROOM #1 (12 CHILDREN)	438 sf
	ROOM #2 (15 CHILDREN)	533 sf
	ROOM #3 (15 CHILDREN)	533 sf
	ROOM #4 (12 INFANTS)	437 sf
	ROOM #5 (11 CHILDREN)	402 sf
	ROOM #6 (20 CHILDREN)	714 sf

PAGE LIST

A001	ROOF PLAN
A002	FLOOR PLAN
A003	ELEVATIONS

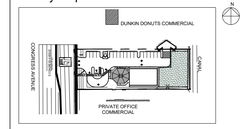
GENERAL NOTES:

DRAWINGS ARE NOT TO BE USED AS CONSTRUCTION PLANS.
DRAWINGS ARE NOT TO BE SCALED.
ALL DIMENSIONS SHOWN ON THE PLANS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE CONSTRUCTION.
PROPER TOPOGRAPHICAL AND STRUCTURAL SURVEY MUST BE GIVEN BEFORE FINAL ARCHITECTURE.
GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE SPACES.
ALL FINISHES, PARTITIONS, DOORS, WINDOWS, FURNITURE AND LANDSCAPING DESIGN ARE NOT DEFINITIVE AND CAN CHANGE IN FURTHER DRAWINGS.
DEVELOPER IS RESPONSIBLE FOR ALL FEES ASSOCIATED TO THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO ALL REQUIRED PERMITS, LABOR, MATERIALS AND EQUIPMENT.
ALL NEW AND EXISTING UTILITIES RELOCATIONS SHALL BE LOCATED UNDERGROUND.

Project

3108 S CONGRESS AVENUE
PALM SPRINGS, FL 33461

Vicinity map



J.N. SHEINGOLD P.E.

12420 SW 75 AVENUE,
MIAMI, FLORIDA 33156

PE#21181

PHONE: 305-378-1244
OFFICE: 305-253-4455
email: jsheing@gmail.com

REVISIONS

NO.	DESCRIPTION	DATE
01	INCLUDED TOTAL INFANTS OCCUPANCY (12 INFANTS)	01/08/2021
02	UPDATED SITE PLAN	01/08/2021
03	MODIFIED GENERAL NOTES	01/08/2021

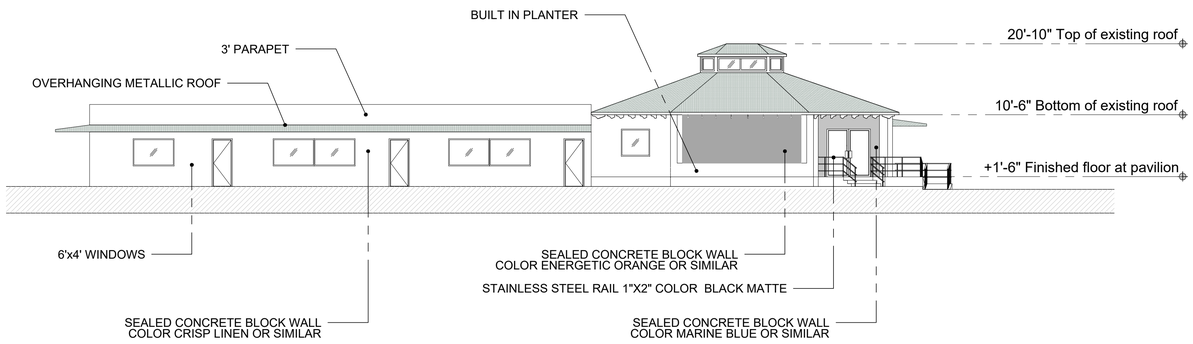
DRAWING TITLE

GENERAL REQUIREMENTS AND DETAILS

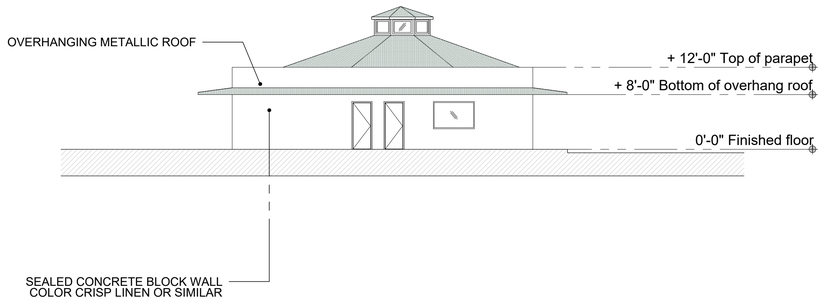
Date 07.10.20
PROJ. # 2020-04
Drawn by A.S
Chk by J.N.S.
SEAL & SIGNATURE:

Sheet no:

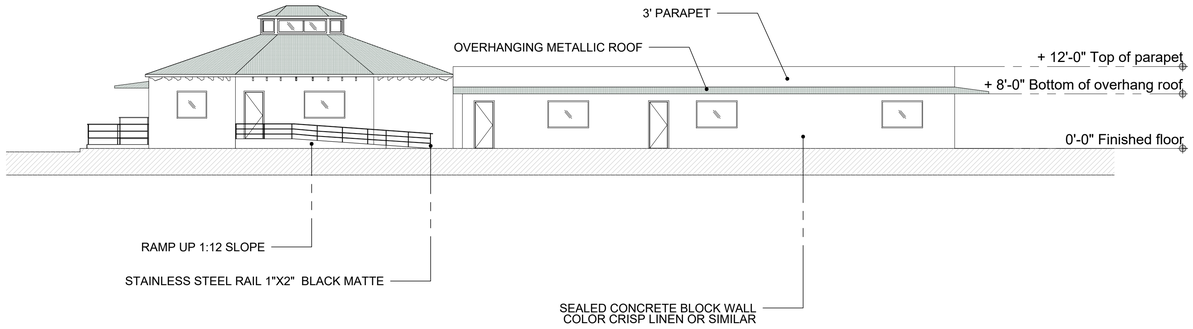
A-002.00



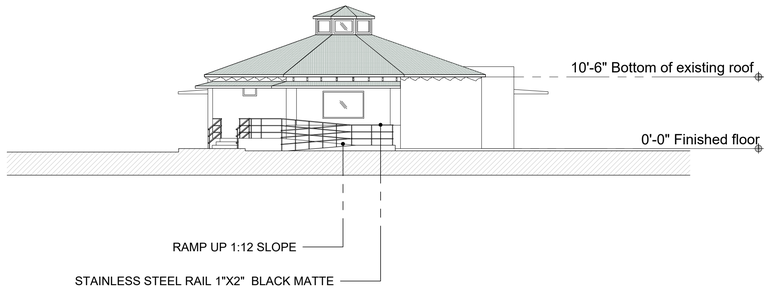
NORTH ELEVATION
1"-10'



EAST ELEVATION
1"-10'



SOUTH ELEVATION
1"-10'



WEST ELEVATION
1"-10'



PROYECT INFORMATION	
EXISTING ONE STORY BUILDING TO DEMOLISH	2145 sf
EXISTING PAVILION TO RESTORE	1498 sf
PROPOSED ONE STORY BUILDING	3230 sf

TOTAL BUILDING AREA	4728 sf
TOTAL PLAYGROUND AREA	6107 sf

PROPOSED OCCUPANCY	STUDENTS	85
	STAFF	8
ROOMS INFORMATION	ROOM #1 (12 CHILDREN)	438 sf
	ROOM #2 (15 CHILDREN)	533 sf
	ROOM #3 (15 CHILDREN)	533 sf
	ROOM #4 (12 INFANTS)	437 sf
	ROOM #5 (11 CHILDREN)	402 sf
	ROOM #6 (20 CHILDREN)	714 sf

PAGE LIST	
A001	ROOF PLAN
A002	FLOOR PLAN
A003	ELEVATIONS

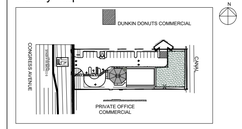
GENERAL NOTES:

DRAWINGS ARE NOT TO BE USED AS CONSTRUCTION PLANS.
DRAWINGS ARE NOT TO BE SCALED.
ALL DIMENSIONS SHOWN ON THE PLANS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE CONSTRUCTION.
PROPER TOPOGRAPHICAL AND STRUCTURAL SURVEY MUST BE GIVEN BEFORE FINAL ARCHITECTURE.
GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE SPACES.
ALL FINISHES, PARTITIONS, DOORS, WINDOWS, FURNITURE AND LANDSCAPING DESIGN ARE NOT DEFINITIVE AND CAN CHANGE IN FURTHER DRAWINGS.
DEVELOPER IS RESPONSIBLE FOR ALL FEES ASSOCIATED TO THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO ALL REQUIRED PERMITS, LABOR, MATERIALS AND EQUIPMENT.
ALL NEW AND EXISTING UTILITIES RELOCATIONS SHALL BE LOCATED UNDERGROUND.

Project

3108 S CONGRESS AVENUE
PALM SPRINGS, FL 33461

Vicinity map



J.N. SHEINGOLD P.E.

12420 SW 75 AVENUE,
MIAMI, FLORIDA 33156

PE#21181

PHONE: 305-378-1244
OFFICE: 305-253-4455
email: jsheing@gmail.com

REVISIONS

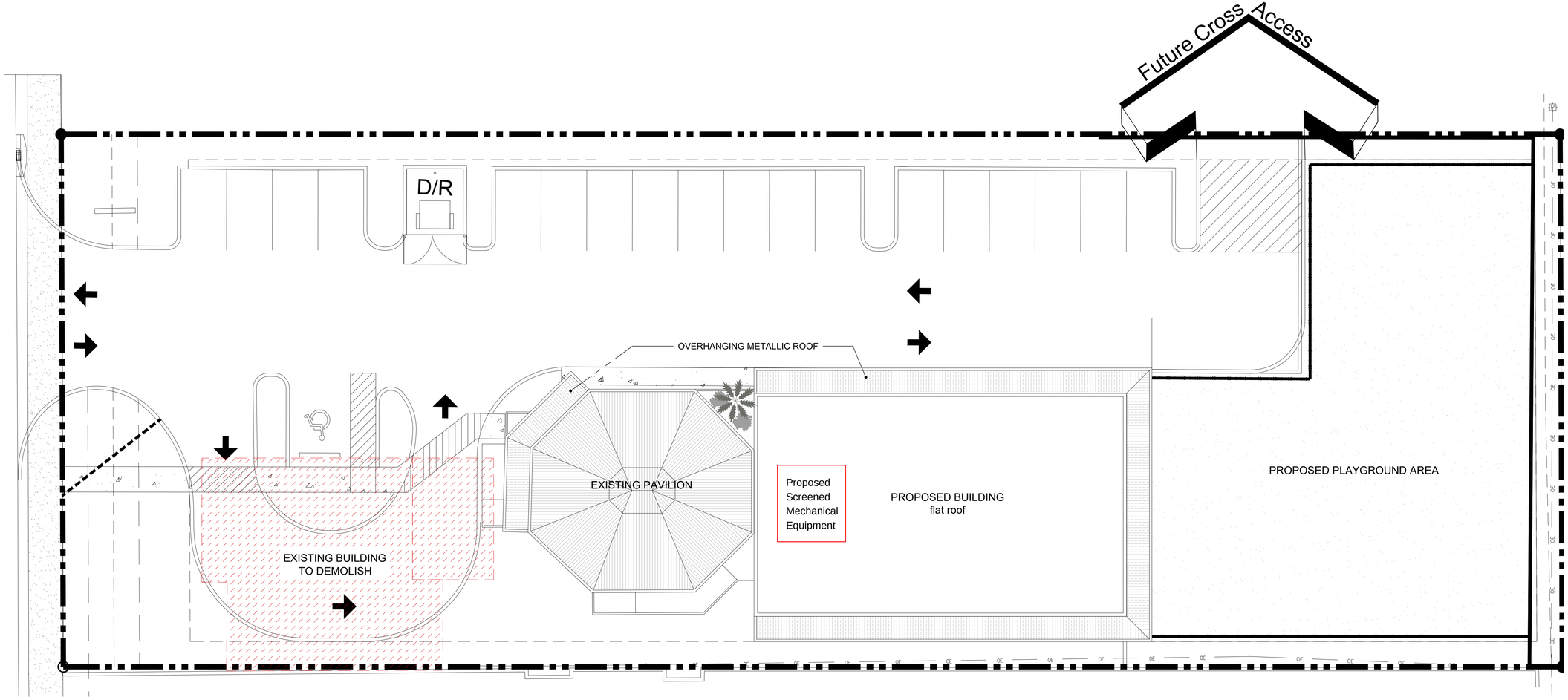
NO.	DESCRIPTION	DATE
01	INCLUDED TOTAL INFANTS OCCUPANCY (12 INFANTS)	01/08/2021
02	UPDATED SITE PLAN	01/08/2021
03	MODIFIED GENERAL NOTES	01/08/2021

DRAWING TITLE

GENERAL REQUIREMENTS AND DETAILS

Date 07.10.20
PROJ. # 2020-04
Drawn by A.S
Chk by J.N.S.
SEAL & SIGNATURE:

Sheet no:
A-003.00
3 of 3



ROOF PLAN
1"-10'



PROYECT INFORMATION

EXISTING ONE STORY BUILDING TO DEMOLISH	2145 sf
EXISTING PAVILION TO RESTORE	1498 sf
PROPOSED ONE STORY BUILDING	3230 sf

TOTAL BUILDING AREA	4728 sf
TOTAL PLAYGROUND AREA	6107 sf

PROPOSED OCCUPANCY	STUDENTS	85
	STAFF	8
ROOMS INFORMATION	ROOM #1 (12 CHILDREN)	438 sf
	ROOM #2 (15 CHILDREN)	533 sf
	ROOM #3 (15 CHILDREN)	533 sf
	ROOM #4 (12 INFANTS)	437 sf
	ROOM #5 (11 CHILDREN)	402 sf
	ROOM #6 (20 CHILDREN)	714 sf

PAGE LIST

A001	ROOF PLAN
A002	FLOOR PLAN
A003	ELEVATIONS

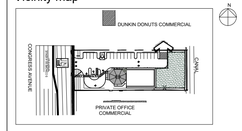
GENERAL NOTES:

DRAWINGS ARE NOT TO BE USED AS CONSTRUCTION PLANS.
DRAWINGS ARE NOT TO BE SCALED.
ALL DIMENSIONS SHOWN ON THE PLANS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE CONSTRUCTION.
PROPER TOPOGRAPHICAL AND STRUCTURAL SURVEY MUST BE GIVEN BEFORE FINAL ARCHITECTURE.
GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE SPACES.
ALL FINISHES, PARTITIONS, DOORS, WINDOWS, FURNITURE AND LANDSCAPING DESIGN ARE NOT DEFINITIVE AND CAN CHANGE IN FURTHER DRAWINGS.
DEVELOPER IS RESPONSIBLE FOR ALL FEES ASSOCIATED TO THE COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO ALL REQUIRED PERMITS, LABOR, MATERIALS AND EQUIPMENT.
ALL NEW AND EXISTING UTILITIES RELOCATIONS SHALL BE LOCATED UNDERGROUND.

Project

3108 S CONGRESS AVENUE
PALM SPRINGS, FL 33461

Vicinity map



J.N. SHEINGOLD P.E.

12420 SW 75 AVENUE,
MIAMI, FLORIDA 33156

PE#21181

PHONE: 305-378-1244
OFFICE: 305-253-4455
email: jsheing@gmail.com

REVISIONS

NO.	DESCRIPTION	DATE
01	INCLUDED TOTAL INFANTS OCCUPANCY (12 INFANTS)	01/08/2021
02	UPDATED SITE PLAN	01/08/2021
03	MODIFIED GENERAL NOTES	01/08/2021

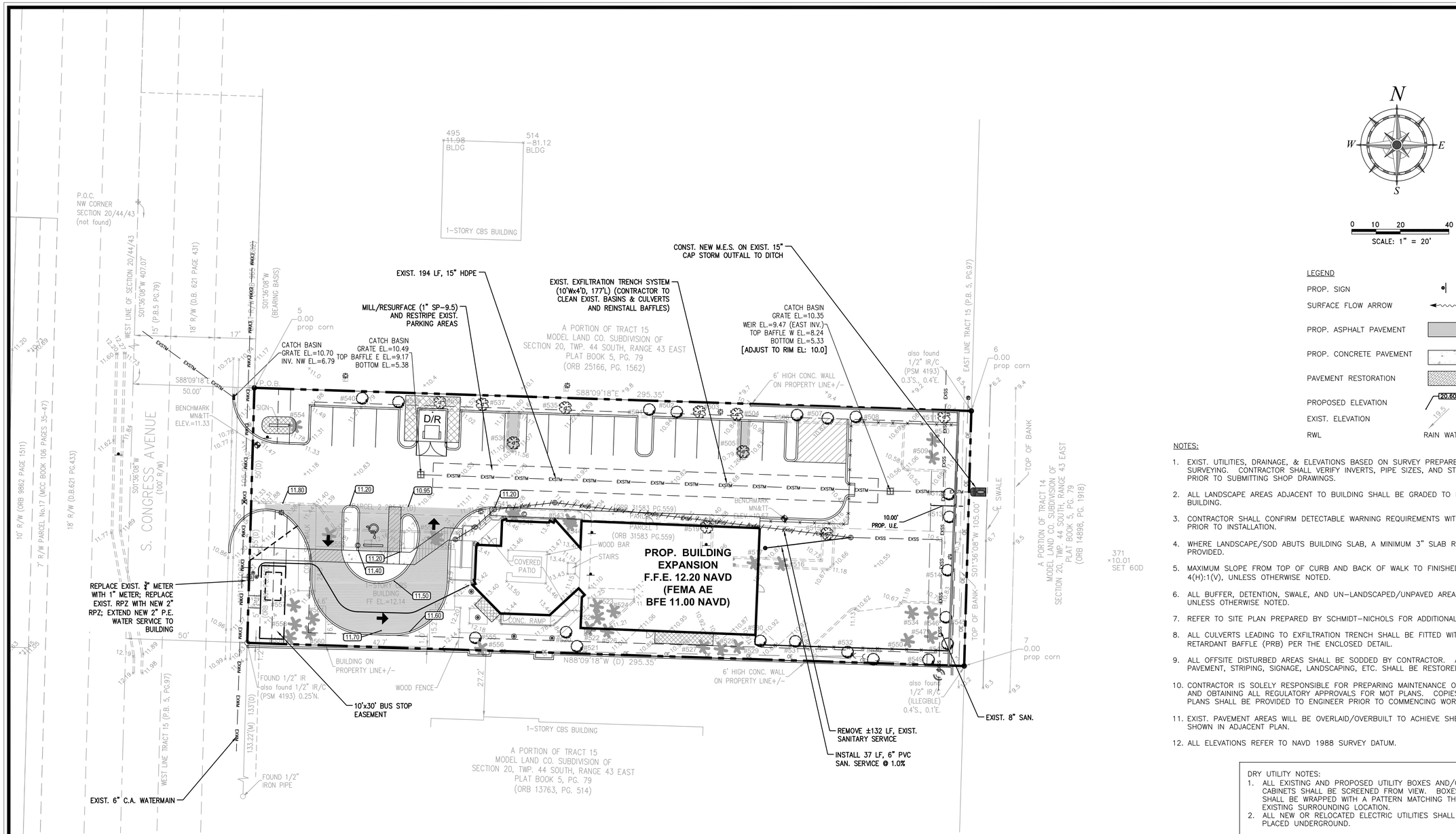
DRAWING TITLE

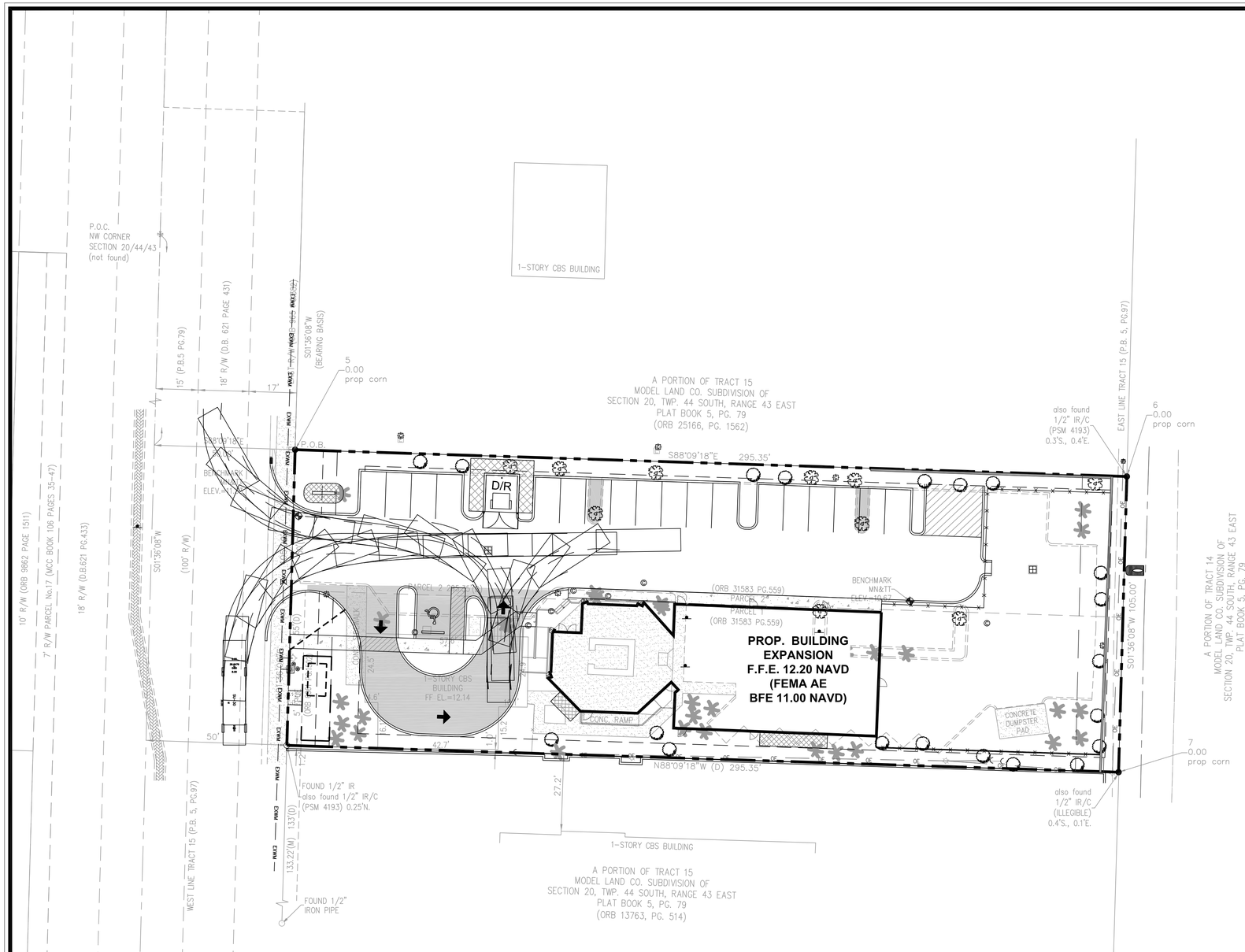
GENERAL REQUIREMENTS AND DETAILS

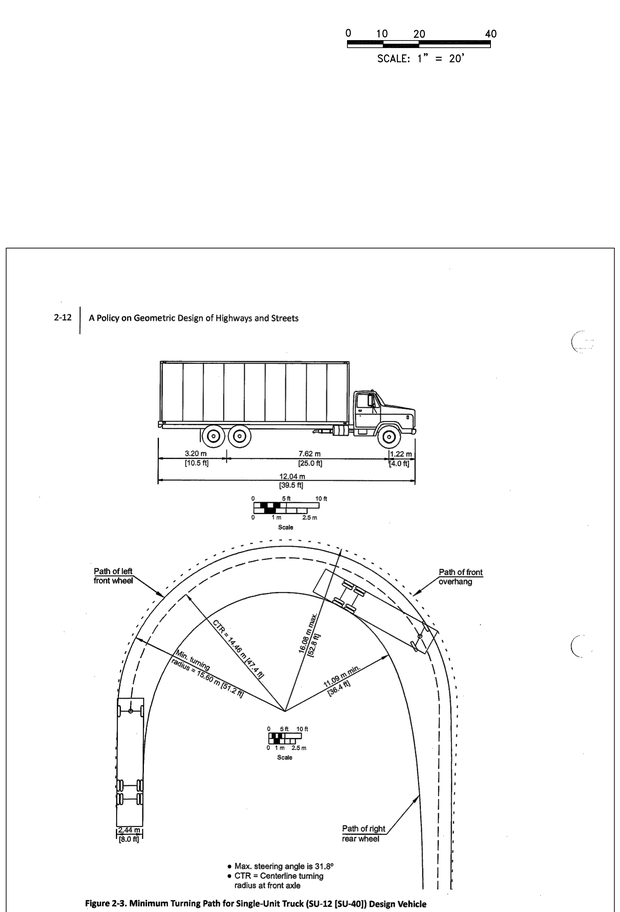
Date 07.10.20
PROJ. # 2020-04
Drawn by A.S
Chk by J.N.S.
SEAL & SIGNATURE:

Sheet no:

A-001.00


P.O.C.
NW CORNER
SECTION 20/44/43
(not found)
WEST LINE OF SECTION 20/44/43
S01°36'08"W 407.07'
(BEARING BASIS)
S01°36'08"W
18' R/W (O.B. 621 PAGE 431)
15' (P.B.5 PG.79)
17'
S88°09'18"E
50.00'
P.O.B.
BENCHMARK
MN&TT
ELEV.=11.33
10' R/W (ORB 9862 PAGE 1511)
7' R/W PARCEL No.17 (MCC BOOK 106 PAGES 35-47)
S. CONGRESS AVENUE
(100' R/W)
18' R/W (O.B.621 PG.433)
50' (D)
WEST LINE TRACT 15 (P.B. 5, PG.97)
133.22'(M) 133'(D)
FOUND 1/2" IRON PIPE
FOUND 1/2" IR
also found 1/2" IR/C
(PSM 4193) 0.25'N.
BUILDING ON
PROPERTY LINE+/-
WOOD FENCE
27.2'
1-STORY CBS BUILDING
A PORTION OF TRACT 15
MODEL LAND CO. SUBDIVISION OF
SECTION 20, TWP. 44 SOUTH, RANGE 43 EAST
PLAT BOOK 5, PG. 79
(ORB 13763, PG. 514)
103
×FND 1/2 IP
495
11.98
BLDG
514
11.12
BLDG
1-STORY CBS BUILDING
A PORTION OF TRACT 15
MODEL LAND CO. SUBDIVISION OF
SECTION 20, TWP. 44 SOUTH, RANGE 43 EAST
PLAT BOOK 5, PG. 79
(ORB 25166, PG. 1562)
S88°09'18"E 295.35'
N88°09'18"W (D) 295.35'
EAST LINE TRACT 15 (P.B. 5, PG.97)
also found
1/2" IR/C
(PSM 4193)
0.3'S., 0.4'E.
6' HIGH CONC. WALL
ON PROPERTY LINE+/-
also found
1/2" IR/C
(ILLEGIBLE)
0.4'S., 0.1'E.
6' HIGH CONC. WALL
ON PROPERTY LINE+/-
5
0.00
prop corn
6
0.00
prop corn
7
0.00
prop corn
EXIST. 194 LF, 15" HDPE
MILL/RESURFACE (1" SP-9.5)
AND RESTRIPE EXIST.
PARKING AREAS
CATCH BASIN
GRATE EL.=10.70
INV. NW EL.=6.79
CATCH BASIN
GRATE EL.=10.49
TOP BAFFLE E EL.=9.17
BOTTOM EL.=5.38
EXIST. EXFILTRATION TRENCH SYSTEM
(10'Wx4'D, 177'L) (CONTRACTOR TO
CLEAN EXIST. BASINS & CULVERTS
AND REINSTALL BAFFLES)
CONST. NEW M.E.S. ON EXIST. 15"
CAP STORM OUTFALL TO DITCH
CATCH BASIN
GRATE EL.=10.35
WEIR EL.=9.47 (EAST INV.)
TOP BAFFLE W EL.=8.24
BOTTOM EL.=5.33
[ADJUST TO RIM EL: 10.0]
D/R
SIGN
#554
#540
#539
#538
#537
#536
#535
#534
#533
#532
#531
#530
#529
#528
#527
#526
#525
#524
#523
#522
#521
#520
#519
#518
#517
#516
#515
#514
#513
#512
#511
#510
#509
#508
#507
#506
#505
#504
#503
#502
#501
#500
#560
#559
#558
#557
#556
#555
#550
#549
#548
#547
#546
#545
#544
#543
#542
#541
BENCHMARK
MN&TT
ELEV.=11.67
(ORB 31583 PG.559)
PARCEL 1
WOOD BAR
STAIRS
COVERED
PATIO
CONC. RAMP
BUILDING
FF EL.=12.14
1-STORY
BUILDING
FF EL.=12.14
PROP. BUILDING
EXPANSION
F.F.E. 12.20 NAVD
(FEMA AE
BFE 11.00 NAVD)
10.00'
PROP. U.E.
EXSS
EXSS
EXSS





McLeod • McCarthy & Associates, P.A.
Civil Engineers
The Forum III
1655 Palm Beach Lakes Blvd, Ste. 901
West Palm Beach, FL 33401
P: 561.689.9500
F: 561.689.8080
www.mcleodmccarthy.com

SEAL
TODD N. McLEOD, P.E.
FL LICENSE No. 66535
STATE OF FLORIDA
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY TODD N. McLEOD, P.E. USING A SHA-1 AUTHENTICATION CODE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

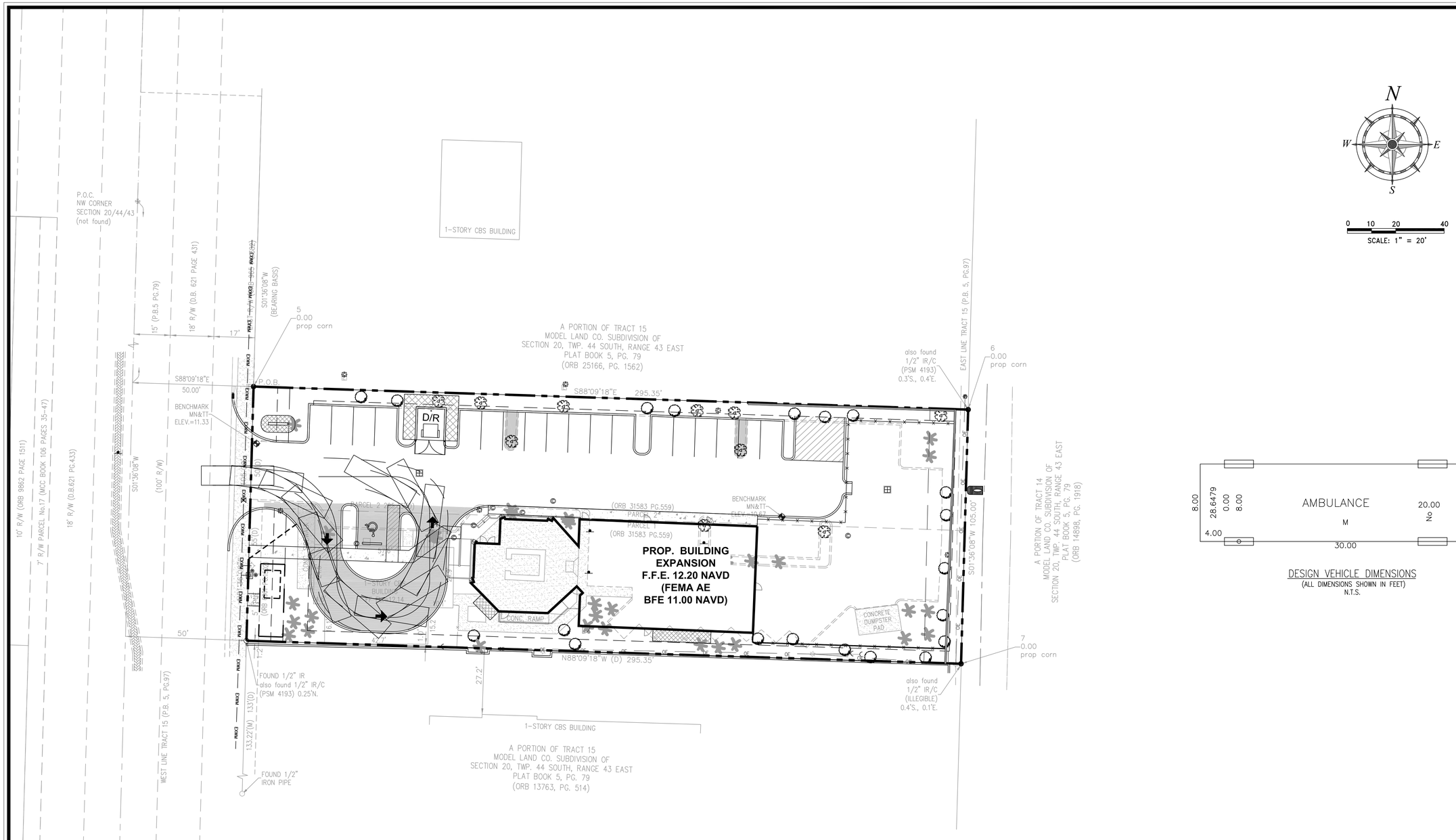
FIELD:
DRAWN: P. Saffold
DESIGNED: TNM
APPROVED: TNM
PROJECT #:20-050

NO.	DATE	REVISIONS

AUTOTURN EXHIBIT: SOLID WASTE
BRAVE LITTLE STARS ACADEMY
3108 S. CONGRESS AVENUE
PALM SPRINGS, FLORIDA

SCALE: AS SHOWN
DATE: 12/4/2020

SHEET
EX1
OF 3



0 10 20 40

SCALE: 1" = 20'

DESIGN VEHICLE DIMENSIONS
(ALL DIMENSIONS SHOWN IN FEET)
N.T.S.

McLeod • McCarthy & Associates, P.A.
Civil Engineers
The Forum III
1655 Palm Beach Lakes Blvd, Ste. 901
West Palm Beach, FL 33401
P: 561.689.9500
F: 561.689.8080
www.mcleodmccarthy.com

SEAL
TODD N. McLEOD, P.E.
FL LICENSE No. 66418 (or CA) 30535
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED ENGINEER OR AUTHENTICATED BY AN AUTHENTICATION CODE.

FIELD:
DRAWN: P. Saffold
DESIGNED: TNM
APPROVED: TNM

PROJECT #:20-050

TODD N. McLEOD, P.E. PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF FLORIDA, PURSUANT TO SECTION 471.025, F.S. USING A SHA-1 AUTHENTICATION CODE.
THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY THE PROFESSIONAL ENGINEER WHOSE NAME APPEARS HEREON USING A SHA-1 AUTHENTICATION CODE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NO.	DATE	REVISIONS

AUTOTURN EXHIBIT: AMBULANCE
BRAVE LITTLE STARS ACADEMY
3108 S. CONGRESS AVENUE
PALM SPRINGS, FLORIDA

SCALE: AS SHOWN
DATE: 12/4/2020

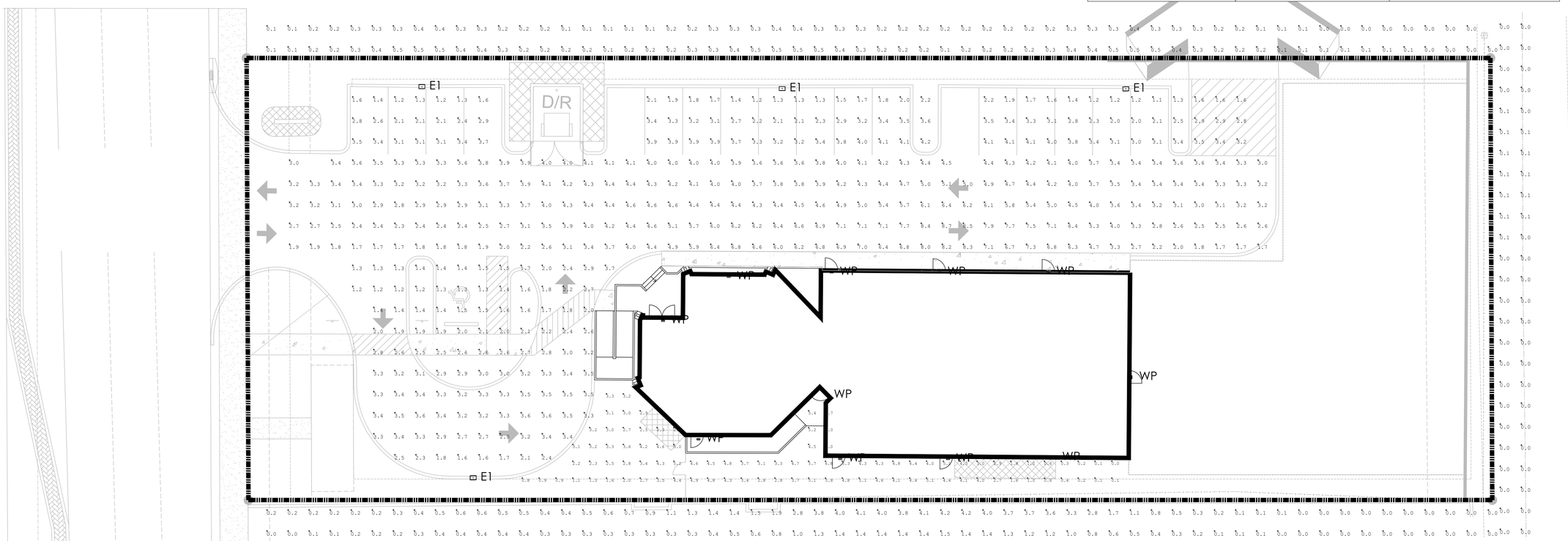
SHEET
EX2
OF 3

Luminaire Schedule (Issue: January 15th, 2021)

Brave Little Stars Academy - Palm Springs, FL

Contact Farren Halcovich with Commercial Lighting Industries, 760-831-9815 , Farren@Commercial-Lighting.net for pricing

Fixture Type	Description	Dimming Interface	Product Registration ID	Lamps, CCT, Lumen, Optics, CRI	Input Voltage	Fixture Wattage	Mounting, Finishes, Remarks & Other Notes
	ARCHITECTURAL FIXTURE TYPES						
E1	LED AREA LIGHT TYPE IV DIST	NON DIM	CLI-OOBLSAE1	LED MODULE, 4000K, 24000LM, TYPE 4 OPTICS, 70 CRI	120-277	185W	POLE MOUNTED AT 25'0" WITH BACKLIGHT CONTROL. BLACK MATTE TEXTURED FINISH.
WP	LED WALL PACK TYPE III DIST	NON DIM	CLI-OOBLSAWP	LED MODULE, 4000K, 2662LM, TYPE 3 OPTICS, 70 CRI	120-277	29W	MOUNTED AT 9'-0" ABOVE FINISH GRADE AT EXTERIOR EXITS
		SUBSTITUTIONS ARE NOT ALLOWED AND VALUE ENGINEERING WILL NOT BE CONSIDERED WITHOUT EXPRESSED WRITTEN APPROVAL FROM THE ARCHITECT OR OWNER. NO EXCEPTIONS.					



BRAVE LITTEL STARS ACADEMY - PALM BEACH , FL
MAINTAINED ILLUMINANCE CALCULATIONS AT FINISH GRADE
REVISED 2-15-21

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	4	E1	SINGLE	N.A.	0.900	LED AREA LIGHT TYPE IV DIST
	11	WP	SINGLE	N.A.	0.900	LED WALL PACK TYPE III DIST

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Grass Area	Illuminance	Fc	3.3	6.8	0.0	N.A.	N.A.
Parking	Illuminance	Fc	3.4	8.7	1.1	3.1	7.9
Trespass Non Residential	Illuminance	Fc	0.6	4.2	0.0	N.A.	N.A.
Trespass Residential	Illuminance	Fc	0.0	0.1	0.0	N.A.	N.A.

1 EXTERIOR LIGHTING PHOTOMETRIC
3/32" = 1'-0"

Commercial Lighting Industries
81161 Indio Boulevard, Indio, CA 92201
Tel: 800-755-0155 | Fax: 760-262-3940

No.	Issue	Date
1.	SUBMITTAL	11.13.20
2.	REVISION SUBMITTAL	01.15.21
3.	REVISION SUBMITTAL	02.15.21

BRAVE LITTLE STARS ACADEMY
PALM SPRINGS, FL

ALL PLANS AND SPECIFICATIONS ARE THE PROPERTY OF COMMERCIAL LIGHTING IND. DO NOT SCALE DRAWINGS. ALL MEASUREMENTS MUST BE CHECKED ON SITE BY THE CONTRACTORS AND ANY DISCREPANCIES BROUGHT TO THE ATTENTION OF THE DESIGNER OR ARCHITECT.

Title
EXTERIOR LIGHTING PHOTOMETRIC

Scale	Date
AS SHOWN	02.15.21
Drawn By	Checked By
K.V.	I.D.
Job No.	
Sheet No.	
LDE-1	

LEGAL DESCRIPTION

(ORB 31583 page 559)

PARCEL 1 THE NORTH 1/2 OF ALL THAT PART OF TRACT 15 OF MODEL LAND CO. SUBDIVISION OF SECTION 20, T. 44 S, R. 43 E, AS PER PLAT RECORDED IN PLAT BOOK 5, PAGE 79, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE EAST LINE OF CONGRESS AVENUE (WHICH SAID EAST LINE OF CONGRESS AVENUE IS PARALLEL TO AND 18 FEET EAST OF THE WEST LINE OF SAID TRACT 15), 756.9 FEET NORTH OF THE POINT WHERE THE EAST LINE OF CONGRESS AVENUE INTERSECTS THE NORTH LINE OF TENTH AVENUE (WHICH SAID NORTH LINE OF TENTH AVENUE IS PARALLEL TO AND 10 FEET NORTH OF THE SOUTH LINE OF TRACT 16 OF SAID MODEL LAND CO. SUBDIVISION OF SECTION 20, T. 44 S, R. 43 E), AND RUNNING THENCE NORTH ALONG THE EAST LINE OF CONGRESS AVENUE, A DISTANCE OF 110 FEET; THENCE RUNNING PARALLEL TO THE SAID NORTH LINE OF TENTH AVENUE, A DISTANCE OF 312 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT 15, A DISTANCE OF 110 FEET; THENCE WEST A DISTANCE OF 312 FEET TO A POINT OF BEGINNING, LESS SO MUCH THEREOF AS LIES WITHIN 50 FEET OF, MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, LESS THE RIGHT OF WAY OF CONGRESS AVENUE.

AND PARCEL 2 BEING A PARCEL LYING WITHIN THE NORTH 170 FEET OF THE SOUTH 390 FEET OF TRACT 15, OF MODEL LAND CO. SUBDIVISION OF SECTION 20, T. 44 S, R. 43 E, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS AS RECORDED IN PLAT BOOK 5, PAGE 79, PALM BEACH COUNTY PUBLIC RECORDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20, THENCE S 01°36'11" W (BEARING ASSUMED AND ALL OTHER BEARINGS ARE RELATIVE THERETO) ALONG THE WEST LINE OF SAID SECTION 20 A DISTANCE OF 287.07 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF THE NORTH 170 FEET OF THE SOUTH 390 FEET OF SAID TRACT 15; THENCE S 88°09'15" E ALONG THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF THE NORTH 170 FEET OF THE SOUTH 390 FEET OF SAID TRACT 15 A DISTANCE OF 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF CONGRESS AVENUE, AS NOW LAID OUT AND IN USE, THENCE S 01°36'11" W ALONG SAID EASTERLY RIGHT OF WAY LINE OF CONGRESS AVENUE, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING;
THENCE S 88°09'15" E PARALLEL WITH THE NORTH LINE OF THE SOUTH 390 FEET OF TRACT 15, A DISTANCE OF 295.35 FEET;
THENCE S 01°36'11" W PARALLEL WITH AND 295.35 FEET EAST OF THE EAST RIGHT OF WAY LINE OF CONGRESS AVENUE, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 170' OF THE SOUTH 390 FEET OF TRACT 15; THENCE N 88°09'15" W, ALONG THE SAID SOUTH LINE OF THE NORTH 170 FEET OF THE SOUTH 390 FEET OF TRACT 15 A DISTANCE OF 295.35 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF CONGRESS AVENUE, THENCE N 01°36'11" E, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION: 70-43-44-20-01-015-0010

ALSO DESCRIBED BY METES AND BOUNDS FOR THIS SURVEY AS FOLLOWS:

A PARCEL OF LAND LYING IN TRACT 15 OF "MODEL LAND CO. SUBDIVISION OF SECTION 20, T. 44 S, R. 43 E", RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20;
THENCE ALONG THE WEST LINE OF SAID SECTION 20, S01°36'08"W FOR 407.07 FEET;
THENCE S88°09'18"E FOR 50.00 FEET TO THE EAST RIGHT-OF-WAY OF CONGRESS AVENUE RECORDED IN OFFICIAL RECORDS BOOK 965, PAGE 382 OF SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING;

THENCE CONTINUE S88°09'18"E FOR 295.35 FEET TO THE EAST LINE OF SAID TRACT 15;
THENCE ALONG THE SAID EAST LINE OF TRACT 15, S01°36'08"W FOR 105.00 FEET;
THENCE N88°09'18"W FOR 295.35 FEET TO THE SAID EAST RIGHT-OF-WAY OF CONGRESS AVENUE;
THENCE ALONG SAID EAST RIGHT-OF-WAY, N01°36'08"E FOR 105.00 FEET TO THE POINT OF BEGINNING.

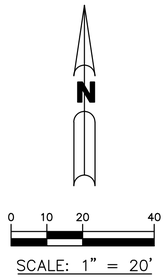
CONTAINING 31,011 SQUARE FEET (0.712 ACRES), MORE OR LESS.

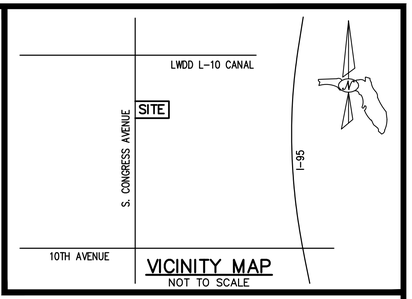
ABBREVIATIONS:
P.O.C.- POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
ORB - OFFICIAL RECORD BOOK
D.B. - DEED BOOK
PG. - PAGE
R/W - RIGHT-OF-WAY
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
FPUE - FLORIDA PUBLIC UTILITIES EASEMENT
INV - INVERT
CONC. - CONCRETE

(D) - DEED DIMENSION
(M) - MEASURED DIMENSION
℄ - CENTERLINE
IR - IRON ROD
IR/C - IRON ROD WITH CAP AS NOTED
MN&TT - MAG NAIL & TIN TAB
N/D - NAIL & DISK
PK - PARKER KALON
NAD - NORTH AMERICAN DATUM
LB - LICENSED BUSINESS
EL. or ELEV.- ELEVATION
PSM - PROFESSIONAL SURVEYOR & MAPPER
MCC - PALM BEACH COUNTY COMMISSION MINUTES BOOK
LWDD - LAKE WORTH DRAINAGE DISTRICT

LEGEND

BACKFLOW PREVENTER	
BENCHMARK	
BOLLARD	
CATCH BASIN	
CURB INLET @ LOW POINT	
CLEANOUT	
CONCRETE LIGHT POLE	
ELECTRIC BOX	
FIRE HYDRANT	
GUY ANCHOR	
METAL LIGHT POLE	
SIGN	
WATER METER	
WATER VALVE	
WOOD POWER POLE	
OAK TREE	
PALM TREE	
UNKNOWN TREE	
ASPHALT	
BRICK	
BUILDING	
CONCRETE	
SET IR/C "BROWN & PHILLIPS"	

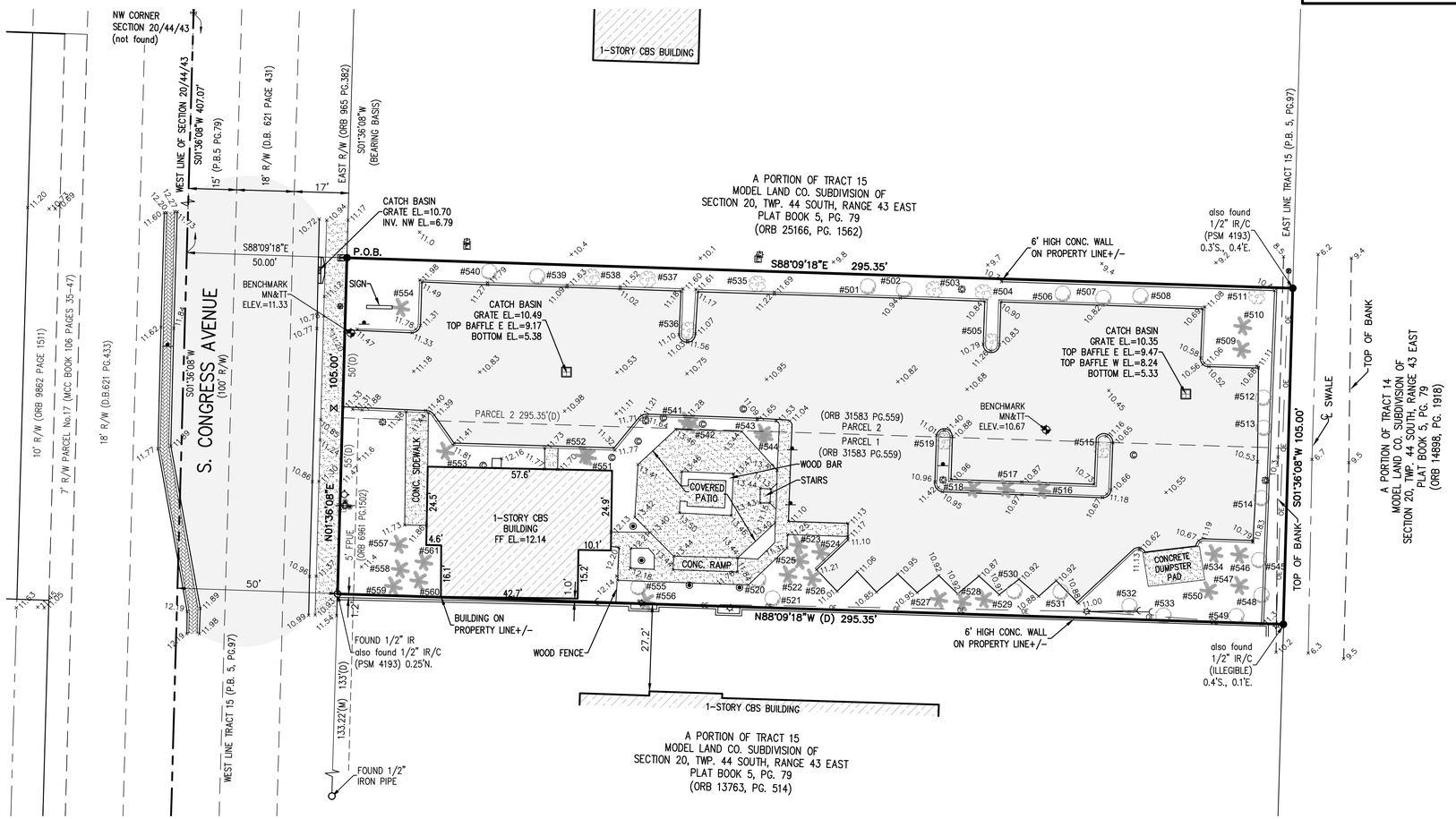




TAG #	TREE TYPE	DBH
501	UNKNOWN	14"
502	UNKNOWN	14"
503	OAK	16"
504	OAK	12"
505	OAK	6"
506	UNKNOWN	18"
507	UNKNOWN	16"
508	UNKNOWN	18"
509	PALM	16"
510	PALM	14"
511	OAK	10"
512	UNKNOWN	10"
513	UNKNOWN	10"
514	UNKNOWN	8"
515	OAK	8"
516	PALM	10"
517	PALM	10"
518	PALM	8"
519	OAK	8"
520	UNKNOWN	12"
521	UNKNOWN	12"

TAG #	TREE TYPE	DBH
522	PALM	12"
523	PALM	10"
524	PALM	12"
525	PALM	14"
526	PALM	16"
527	PALM	8"
528	PALM	6"
529	PALM	12"
530	UNKNOWN	12"
531	UNKNOWN	14"
532	UNKNOWN	8"
533	UNKNOWN	10"
534	PALM	12"
535	OAK	14"
536	OAK	14"
537	OAK	10"
538	OAK	16"
539	UNKNOWN	14"
540	UNKNOWN	18"
541	PALM	6"
542	PALM	6"

TAG #	TREE TYPE	DBH
543	PALM	4"
544	PALM	4"
545	UNKNOWN	8"
546	PALM	16"
547	PALM	16"
548	UNKNOWN	6"
549	UNKNOWN	6"
550	PALM	18"
551	PALM	4"
552	PALM	4"
553	PALM	4"
554	PALM	4"
555	UNKNOWN	10"
556	PALM	24"
557	PALM	16"
558	PALM	14"
559	PALM	16"
560	PALM	8"
561	PALM	18"



SURVEY REPORT:

1. THIS IS A BOUNDARY SURVEY, PREPARED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.051 THROUGH 5J-17.053, FLORIDA ADMINISTRATIVE CODE.
   THE FIELD WORK WAS COMPLETED ON SEPTEMBER 18, 2020.
2. THE SURVEY WAS BASED ON INSTRUCTIONS FROM THE CLIENT.
3. BEARINGS ARE BASED ON S01°36'08"W (GRID, NAD83/1990 ADJUSTMENT, PER PALM BEACH COUNTY SURVEY DEPARTMENT SECTION DATA) ALONG THE EAST RIGHT-OF-WAY OF S. CONGRESS AVENUE.
4. THE LEGAL DESCRIPTION IS RECORDED IN OFFICIAL RECORD BOOK 31583 PAGE 559.
5. AREA = 31,011 SQUARE FEET (0.712 ACRES), MORE OR LESS.
6. EASEMENTS, RESTRICTIONS AND OTHER ITEMS OF RECORD SHOWN ARE PER SCHEDULE B-II OF AN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AMERICAN LAND TITLE ASSOCIATION COMMITMENT. COMMITMENT NUMBER: 885496: PROPOSED INSURED: SOUTHEAST CORPORATION SERVICES, LLC, A FLORIDA LIMITED LIABILITY COMPANY; COMMITMENT DATE: MAY 12, 2020.
   NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY BROWN & PHILLIPS, INC.
   THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. ALL DISTANCES ARE MEASURED UNLESS NOTED OTHERWISE.
   ALL FIELD-MEASURED DIMENSIONS ALONG THE BOUNDARY WERE IN SIGNIFICANT AGREEMENT WITH THE PLAT, DEED, AND/OR CALCULATED VALUES.
8. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED AN ACCURACY OF 1:7,500.
9. THE EXPECTED HORIZONTAL AND VERTICAL PRECISION OF ITEMS SHOWN ON THIS SURVEY ARE AS FOLLOWS:
   1) BOUNDARY LINES - 0.10'
   2) TOPOGRAPHIC FEATURES - 0.20'
   3) ELEVATIONS ON CONSTRUCTED HARD SURFACES (PAVEMENT, CONCRETE, ETC.) - 0.05'
   4) ELEVATIONS ON NATURAL SURFACES (GROUND, DIRT, ETC.) - 0.10'
10. THE PROPOSED USE OF THE SUBJECT PROPERTY IS A DAYCARE FACILITY.
11. THE CONTRACTED PURPOSE OF THIS SURVEY IS FOR ZONING APPROVAL.
    THIS SURVEY IS NOT VALID FOR ANY OTHER USE.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. THIS SURVEY WAS PREPARED FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE:
    -SCHMIDT NICHOLS LANDSCAPE ARCHITECTURE AND URBAN PLANNING.
14. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=20', ON A 24"x 36" SHEET.
15. SOME TOPOGRAPHIC FEATURES MAY BE EXAGGERATED IN SCALE FOR CLARITY.
    THE CENTER OF THE SYMBOL OF SUCH FEATURES IS THE CORRECT LOCATION.
16. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY.
17. ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, AND ARE REFERENCED TO PALM BEACH COUNTY BENCHMARK "CON 29", ELEVATION=12.15.
18. +100 DENOTES SPOT ELEVATION, REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988.
19. FLOOD ZONE INFORMATION OBTAINED FROM PALM BEACH COUNTY WEBSITE: "http://maps.co.palm-beach.fl.us/cwgis/?app=floodzones"; EFFECTIVE FLOOD ZONE (OCTOBER 2017): AE, BASE FLOOD ELEVATION=11.0 FT NAVD.
20. © COPYRIGHT 2020 BY BROWN & PHILLIPS, INC. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD, SUITE 509, WEST PALM BEACH, FLORIDA 33409 561-615-3988

DATE	REVISIONS	#

SKETCH OF BOUNDARY SURVEY

LITTLE BRAVE STARS DAYCARE
3108 S. CONGRESS AVE.

DRAWN: DKN
CHECKED: JEP
F.B. PALM SPRINGS
PAGES: 31-33

PROJ. No. 20-079
SCALE: 1"=20'
DATE: OCT. 2020
SHEET 1 OF 1

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: _____

S:\2020 drawings files\20-079 LDS Little Brave Stars Boundary Survey.dwg 10/13/2020 11:18:19 AM, DWG To PDF.pc3

CHILD PROOF LOCK DOOR DETAILS

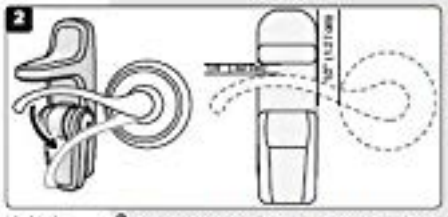
Installation Preparation

BEFORE YOU BEGIN:
Clean and dry the contact surface.
To ensure the lock works with your door handle:

1 Rotate the lock arm down by pinching both side buttons and pushing down on the arm (Figure 1).

2 With paper still on adhesive, hold lock in position (using rough dimensions) behind door lever and push door handle down to make sure there is clearance for door handle to operate (Figure 2). If lock works with your handle, Proceed to "To Install" step 1.





Preparación de la instalación

ANTES DE COMENZAR:
Limpie y seque la superficie de contacto.
Para asegurarse de que la traba funcione correctamente con la manija de su puerta:

1 Rote el brazo de bloqueo, presionando ambos botones laterales y empuje el brazo hacia abajo (Figura 1).

2 Aún con el papel adhesivo, mantenga la traba en su posición (utilizando dimensiones aproximadas) detrás de la manija de la puerta y lleve la manija de la puerta hacia abajo para asegurarse de que haya espacio para que la manija funcione (Figura 2). Si la traba funciona con su manija, proceda con el paso 1 "Para instalar".

To Install

1 **Mark location of lock with pencil:** With paper still on adhesive, position lock roughly 1/2" (1.27cm) from the base of the door lever and 1/4" (.63cm) from the top of the handle (Figure 1) and lightly mark the location (top, bottom, left, and right).

2 Remove front adhesive backing film from adhesive (Figure 2).

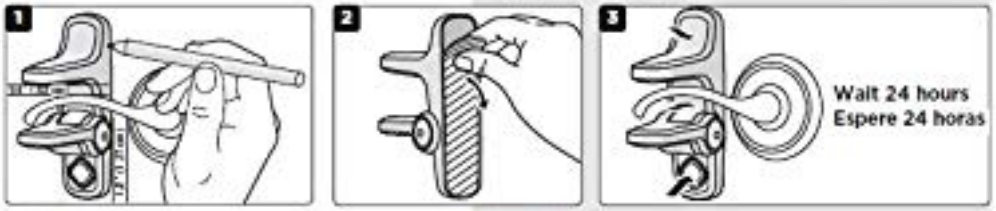
3 Align lock with pencil marks and press firmly onto door (Figure 3). **IMPORTANT: Wait 24 hours for adhesive to set before using lock.**

Para instalar

1 **Marque la ubicación de la traba con lápiz:** Aún con el papel adhesivo, coloque la traba aproximadamente a 1/2" (1.27 cm) de la base de la manija de la puerta y a 1/4" (0.63 cm) de la parte superior de la manija (Figura 1) y marque la ubicación (arriba, abajo, izquierda y derecha).

2 Quite la película plástica del adhesivo de la parte posterior (Figura 2).

3 Alinee la traba con las marcas en lápiz y presione firmemente sobre la puerta (Figura 3). **IMPORTANTE: Espere 24 horas para que el adhesivo quede bien fijado antes de utilizar la traba.**



To Use

1 **To unlock:** While pinching the side buttons in, push the pivoting lock arm down to unlock (Figure 1).

2 **Deactivation Feature:** Push all the way down until you hear a click (Figure 2). Ensure the yellow "deactivated" indicators appear.

3 **To lock:** Press the side buttons and raise the lock arm until it is snug around your door handle (Figure 3). Test handle to be sure lock functions properly.

Para Usar

1 **Para destrabar:** Mientras presiona los botones laterales, empuje el brazo de bloqueo pivotante hacia abajo para destrabar (Figura 1).

2 **Características para desactivar:** Presione hacia abajo hasta escuchar un clic (Figura 2). Asegúrese de que aparezcan los indicadores amarillos de "desactivado".

3 **Para trabar:** Presione los botones laterales y levante el brazo de bloqueo hasta que quede firme a la manija de su puerta (Figura 3). Pruebe la manija para asegurarse de que la traba funcione correctamente.



To Remove

Carefully use fishing line or dental floss in a sawing motion to cut adhesive away from lock. Remaining adhesive residue can be rolled off the door. Note: addition of heat from a hair dryer can help soften the adhesive and aid in removal.

Para quitar

Use una tanza o hilo dental con cuidado, imitando el movimiento de una sierra, para cortar el adhesivo de la traba. Los residuos del adhesivo pueden despegarse fácilmente de la puerta. Nota: aplicar calor con un secador de pelo puede ayudar a ablandar el adhesivo y facilitar su remoción.

Decoy button
vs
Operational button



When not in use, push the lock arm down until you see the yellow deactivated indicator.



CONCRETE FENCING

- ATTRACTIVE - Multiple patterns and colors
- DURABLE - Withstands wind gusts up to 175 M.P.H.
- GREAT VALUE - Cost effective – low maintenance



ENGINEERED TO withstand wind gusts up to 175 M.P.H.

Precast concrete fence products are produced to meet the masonry fence requirements for most South Florida cities. This cost-effective and quick installation option for a masonry fence provides maintenance-free, durable choices for **Housing Development, security fencing, privacy/security enclosures for swimming pools or entertainment areas and HOA's** that are looking for an attractive and durable option.

NEED MORE INFORMATION OR A QUOTE?

Call us at **954-564-6245** or email us at **sales@acprecastfl.com** and let us introduce you to one of the better investments you'll ever make!

PRECAST CONCRETE FENCES
Why they are better!

Precast concrete fences have several advantages over other types of fences. Here's why you should choose our product when considering a new, durable fence.

- **Attractive** - textured designs on both sides of wall as well as posts and caps
- **Cost-effective** - cheaper than other masonry walls
- **Low maintenance** - Does not rot like wood and it has its own integral color, so no painting required
- **Speedy installation** - a minimum disruption for homeowner
- **No continuous foundation required** - so less invasive for established landscapes
- **Good sound barrier for roadsides** - also blocks car lights
- **Durable** - withstands higher wind speed than wood, plastic or pvc fencing
- **Easily repaired** - each section is self-contained
- **Color options available**
- **5 year warranty against product defects**

ACP
ATLANTIC COAST PRECAST
520 N.E. 34th Street, Oakland Park, FL 33334
Phone: 954-564-6245 | Email: Sales@ACPrecastFL.com
atlanticcoastprecast.com

AVAILABLE PATTERNS FOR DOUBLE-SIDED CONCRETE FENCING

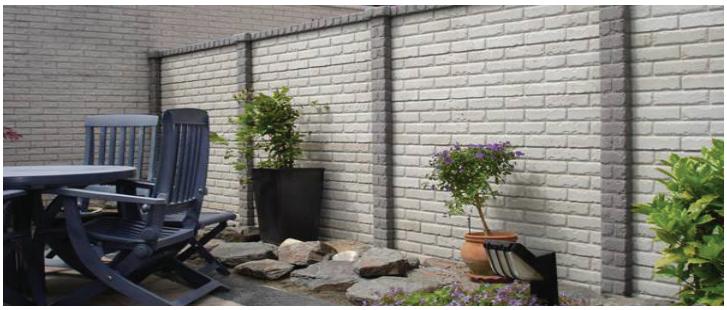
"Old Style Chicago" Brick Design

This attractive design is available in a number of colors. The colors reflect the color and characteristics of real brick, while incorporating the durability of concrete.

• Engineered to withstand wind gusts up to 175 M.P.H.

Other Color Options Available!



Vertical Wood Grain Design

The woodgrain design reflects the warm appearance and natural feel of a crafted wooden fence with the permanence, durability and strength of concrete.

• Engineered to withstand wind gusts up to 175 M.P.H.

Other Color Options Available!





Stone Design

Our stone concrete fence has the appearance of a wall built using flat stones. This quality product is produced in a sandstone color, has deep texturing on both sides and combines the splendor of stone with the durability and affordability of concrete.

• Engineered to withstand wind gusts up to 175 M.P.H.

Other Color Options Available!





Horizontal Wood Grain Fence

The horizontal wood grain design appears like a classic wood fence. It encompasses the welcoming look and feel of wood, with the durability and strength of concrete.

• Engineered to withstand wind gusts up to 175 M.P.H.

Other Color Options Available!






PRODUCT SPECIFICATIONS - HORIZONTAL DESIGNS 5 ft span from post to post			
PANELS		**POSTS**	
Length	4′ 8 1/2″	Height	9′ 10″
Width	12″	Width	6″ x 5 1/2″
Thickness	1 ¾″	Reinforcing	(2) #5 REBAR
Strength	4000 PSI @ 28 days	Strength	4000 PSI @ 28 days
TOP RAIL		2 3/4″H x 4″H x 4′ 8 1/2″ LONG (1) #3 REBAR	

PRODUCT SPECIFICATIONS - VERTICAL DESIGNS 6 ft span from post to post			
PANELS		**POSTS**	
Height	5′ 6″	Height	9′ 10″
Width	11 1/2″	Width	6″ x 6″
Thickness	2 1/4″	Reinforcing	(2) #4 REBAR
Reinforcing	(2) #3 REBAR	Strength	4000 PSI @ 28 Days
TOP RAIL		3 1/2″H x 5 3/4″W x 6′ 8″ LONG (1) #4 REBAR	
BOTTOM RAIL		5 3/4″H x 5 3/4″ W x 6′ 8″ LONG (2) #4 REBAR	

520 N.E. 34th Street, Oakland Park, FL 33334 | Phone: 954-564-6245 | Email: Sales@ACPrecastFL.com | atlanticcoastprecast.com

EXISTING MONUMENT SIGN REFACE



PRELIMINARY STORM WATER MANAGEMENT CALCULATIONS
FOR

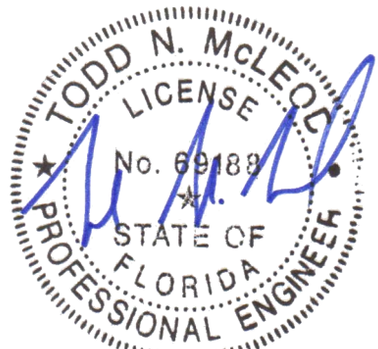
BRAVE LITTLE STARS ACADEMY

PALM SPRINGS, FL
MMA #20-050

December 4, 2020
Revised:
January 25, 2021

McLeod • McCarthy & Associates
1655 Palm Beach Lakes Blvd, Suite 901
West Palm Beach, FL 33401
p 561.689.9500 | f 561.689.8080
www.mcleodmccarthy.com
CA No. 30535

McLEOD • McCARTHY
& Associates, P.A.
CIVIL ENGINEERS



TODD N. McLEOD, P.E.
Florida License No. 69188
1/25/2021
Date

PRELIMINARY STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: BRAVE LITTLE STARS ACADEMY

Date: 12/04/20

Project #: MMA #20-050

Revised: 01/25/21

LAND USE BREAKDOWN

EXISTING

Site Area = 0.71 ac

Basin Area = 0.71 ac

	Acres	%	Grading From	Grading To
Impervious Area				
Building	0.10 ac	(14%)	12.14	
Pavement	0.40 ac	(56%)	10.35	12.00
Pervious Area				
Green Space	0.21 ac	(30%)	11.00	12.00
Subtotal Impervious Areas	0.50 ac	(70%)		
Subtotal Pervious Areas	0.21 ac	(30%)		

Find Curve Number:

Avg. Pervious Ground El. = 11.50

Control Elevation = 7.00 (NAVD; Permit File)

Depth to Water Table = 4.50

Soil Type = Flatwoods

Soil Storage Table

(SFWMD's Vol. IV, Basis of Review, page E-2)

Depth to W.T. (ft)	Coastal Storage (in)	Flatwoods Storage (in)	Depression Storage (in)
1.0	0.6	0.6	0.6
2.0	2.5	2.5	2.1
3.0	6.6	5.4	4.4
4.0	10.9	9.0	6.8

Pervious Area = 0.21 ac

Storage from Table = 6.75 in (w/ 25% compaction)

Available Soil Storage = 0.12 af

Soil Moisture Storage (S) = 2.00 in

Curve Number = 83

PRELIMINARY STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: BRAVE LITTLE STARS ACADEMY

Date: 12/04/20

Project #: MMA #20-050

Revised: 01/25/21

LAND USE BREAKDOWN

PROPOSED

Site Area = 0.71 ac

Basin Area = 0.71 ac

	Acres	%	Grading From	Grading To
Impervious Area				
Building	0.10 ac	(14%)	12.00	
Pavement	0.28 ac	(39%)	10.40	12.00
Pervious Area				
Green Space	0.19 ac	(27%)	10.40	12.00
Play Area	0.14 ac	(20%)	10.00	11.00
Subtotal Impervious Areas	0.38 ac	(54%)		
Subtotal Pervious Areas	0.33 ac	(46%)		

Find Curve Number:

Avg. Pervious Ground El. = 10.90

Control EL. = 7.00 (NAVD; Permit File)

Depth to Water Table = 3.90

Soil Type = Flatwoods

Soil Storage Table

(SFWMD's Vol. IV, Basis of Review, page E-2)

Depth to W.T. (ft)	Coastal Storage (in)	Flatwoods Storage (in)	Depression Storage (in)
1.0	0.6	0.6	0.6
2.0	2.5	2.5	2.1
3.0	6.6	5.4	4.4
4.0	10.9	9.0	6.8

Pervious Area = 0.33 ac

Storage from Table = 6.49 in (w/ 25% compaction)

Avail Soil Storage = 0.18 af

Soil Moisture Storage (S) = 3.02 in

Curve Number = 77

STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: BRAVE LITTLE STARS ACAD
Date: 12/04/20

Project #: MMA #20-050
Revised: 01/25/21

STAGE -STORAGE CALCULATIONS

EXISTING

Starting Stage	7.00
Ending Stage	13.00
Stage Increment	1.00

Name	Pavement	Green Space	Exfil Trench	
Area	0.40	0.21	0.12 (AF)	
Start Elev	10.35	11.00	7.00	
End Elev	12.00	12.00	8.50	
Stage Feet NAVD	Linear Storage Ac-ft	Linear Storage Ac-ft	Linear Storage Ac-ft	Total Storage Ac-ft
7.00	0.00	0.00	0.00	0.00
8.00	0.00	0.00	0.08	0.08
9.00	0.00	0.00	0.12	0.12
10.00	0.00	0.00	0.12	0.12
11.00	0.05	0.00	0.12	0.17
12.00	0.33	0.11	0.12	0.56
13.00	0.73	0.32	0.24	1.29

PRELIMINARY STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: BRAVE LITTLE STARS ACADEMY

Date: 12/04/20

Project #: MMA #20-050

Revised: 01/25/21

STAGE -STORAGE CALCULATIONS

PROPOSED

Starting Stage	7.00
Ending Stage	13.00
Stage Increment	1.00

Name	Pavement	Green Space	Play Area	Trench
Area	0.28	0.19	0.14	0.12 (AF)
Start Elev	10.40	10.40	10.00	7.00
End Elev	12.00	12.00	11.00	8.50

Stage Feet NAVD	Linear Storage Ac-ft	Linear Storage Ac-ft	Linear Storage Ac-ft	Linear Storage Ac-ft	Total Storage Ac-ft
7.00	0.00	0.00	0.00	0.00	0.00
8.00	0.00	0.00	0.00	0.08	0.08
9.00	0.00	0.00	0.00	0.12	0.12
10.00	0.00	0.00	0.00	0.12	0.12
11.00	0.03	0.02	0.07	0.12	0.24
12.00	0.22	0.15	0.21	0.12	0.71
13.00	0.50	0.34	0.35	0.12	1.32

PRELIMINARY STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: BRAVE LITTLE STARS ACADEMY

Date: 12/04/20

Project #: MMA #20-050

Revised: 01/25/21

POST-DEVELOPMENT RUNOFF (ZERO DISCHARGE CALCULATIONS)

Soil Moisture Storage (S_{exist})	2.00 in	
Soil Moisture Storage (S_{prop})	3.02 in	
25 Year, 3 Day Rainfall Amount (P):	13.0 in	Figure C-8
100 Year, 3 Day Rainfall Amount (P):	16.0 in	Figure C-9

PRE/POST RUNOFF: 25-YEAR, 3-DAY RUNOFF CALCULATIONS:

Existing:

Q = (P-(0.2XS))2 / (P+(0.8*S))

= 10.9 in

Volume = Q x Site Area x 1'/12"

= 10.9 in X 0.71 X 1'/12" = 0.64 AF

Q = (P-(0.2XS))2 / (P+(0.8*S))

= 10.0 in

Volume = Q x Site Area x 1'/12"

= 10.0 in X 0.71 X 1'/12" = 0.59 AF

FINISHED FLOORS: 100-YEAR, 3-DAY RUNOFF CALCULATIONS:

Existing:

Q = (P-(0.2XS))2 / (P+(0.8*S))

= 13.8 in

Volume = Q x Site Area x 1'/12"

= 13.8 in X 0.71 X 1'/12" = 0.82 AF

Proposed:

Q = (P-(0.2XS))2 / (P+(0.8*S))

= 12.9 in

Volume = Q x Site Area x 1'/12"

= 12.9 in X 0.71 X 1'/12" = 0.76 AF

ALLOWABLE DISCHARGE:

SFWMD Drainage Basin: C-51 (East of FL Turnpike - Sub-basin 33)

Allowable Runoff (CSM): 35.0 Figure 41-8 (40E-41)

Storm Event	Rainfall (in)	Peak Stage (ft-NAVD)	Peak Discharge (cfs)	Design Criteria	Prop Stage (ft-NAVD)
25-yr, 3-day =	13.0	11.80	n/a	Pre/Post Runoff	n/a
100-yr, 3-day =	16.0	12.15	0.00	Finished Floors - Zero Discharge	12.20

COMPENSATING STORAGE (C-51 Basin)

C-51 Peak Flood Stage: 11.2 Ft. NAVD (Sub Basin 33; 12.7 NGVD)

Existing Basin Runoff Calculations

Available Storage	0.17 AF	(@ C-51 Peak Flood Stage)
100-yr, 3-day Runoff	0.82 AF	(From Zero Discharge Calcs Above)
	-0.65 AF	Net Runoff Volume (EXPORTER OF BASIN RUNOFF)

Proposed Basin Runoff Calculations

Available Storage	0.31 AF	(@ C-51 Peak Flood Stage)
100-yr, 3-day Runoff	0.76 AF	(From Zero Discharge Calcs Above)
	-0.45 AF	Net Runoff Volume (EXPORTER OF BASIN RUNOFF)

Floodplain requirements have been met.

PRELIMINARY STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: BRAVE LITTLE STARS ACADEMY

Date: 12/04/20

Project #: MMA #20-050

Revised: 01/25/21

WATER QUALITY CALCULATIONS

1-inch Over the Project Area

(Treated Volume) 1-inch * 1-ft/12-in * 0.71 (PROJECT AREA (AC)) = 0.06 (TREATED VOLUME) ac-ft

2.5-inches Times the Percent Impervious

(Site Area) 0.71 (PROJECT AREA (AC)) - (0.00 (LAKES (AC)) + 0.10 (ROOFS (AC))) = 0.61 (SITE AREA) ac

(Impervious Area) 0.61 (SITE AREA (AC)) - 0.33 (PERVIOUS AREA (AC)) = 0.28 (IMPERVIOUS AREA) ac

(% Impervious) IMPERVIOUS AREA * 100% / SITE AREA (AC) = 45.90%

(2.5-in * % Imp.) 2.5-inches * 45.90% (PERCENT IMPERVIOUS) = 1.15 (INCHES TO BE TREATED) in

(Treated Volume) 1.15 (TREATED (IN)) * 1-ft/12-in * 0.71 (PROJECT AREA - LAKES (AC)) = 0.07 (TREATED VOLUME) ac-ft

THEREFORE 2.5-INCHES X %IMP GOVERNS

Required WQ Treatment = 0.07 ac-ft

Provided WQ Treatment (Via Exfil @ EL. 8.5) = 0.12 ac-ft

PRELIMINARY STORM WATER MANAGEMENT CALCULATIONS

Engineer: TNM

Project Name: BRAVE LITTLE STARS ACADEMY

Date: 12/04/20

Project #: MMA #20-050

Revised: 01/25/21

EXFILTRATION TRENCH DESIGN (EXISTING)
(Based on Doug Winter Co. Trench Design/Calcs from Village Permit Files)

Minimum Ground Elevation = 10.50

Weir Elevation = 10.50

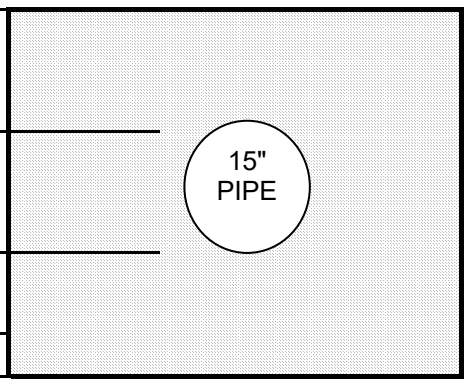
Trench Top Elevation = 8.50

Pipe Overt Elevation = 8.25

Pipe Invert Elevation = 7.00

CWE (Per SFWMD File) = 7.00

Trench Bottom Elevation = 4.50



Standard Formula

$V = L*(K(H_2*W+2*H_2*Du-Du^{\wedge 2}+2*H_2*Ds)+(1.39*10^{\wedge -4})*W*Du)$

◀<=== INPUT ONLY IN GRAY CELLS

L	Length of Trench Provided	177
W	Trench Width (feet)	10
K	Hydraulic Conductivity (cfs/ft^2-ft.head)	1.0E-04
H_2	Depth to Water Table (feet)	3.5
Du	Non Saturated Trench Depth (feet)	1.5
Ds	Saturated Trench Depth (feet)	2.5

V	Volume Treated (acre-in)	1.44
	Volume Treated (acre-ft)	0.12

COMMERCIAL LIGHTING INDUSTRIES 800.755.0155

Job Name: Brave Little Stars Academy - Palm Springs, FL

Catalog #: CLI-OOBLSAE1

Type: E1

FEATURES

- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as retail, commercial and campus parking lots
- Featuring Micro Strike Optics which maximizes target zone illumination with minimal losses at the house-side, reducing light trespass issues
- Visual comfort standard
- Compact and lightweight design with low EPA
- 3G rated for high vibration applications including bridges and overpasses
- Control options including photo control, occupancy sensing, NX Distributed Intelligence™ and 7-Pin with networked controls
- Best in class surge protection available

c UL us IP66 DLC DLC PREMIUM BUY AMERICAN SOLUTIONS

See Certification Specifications



RELATED PRODUCTS

Airo | Cimarron LED | Ratio Family

CONTROL TECHNOLOGY

SiteSync LIGHTING CONTROL | NX DISTRIBUTED™ INTELLIGENCE | wiSCAPE™

SPECIFICATIONS

CONSTRUCTION

- Rectilinear form mimics the traditional shoebox form factor keeping a similar but updated style and appearance, ideal for retrofit applications
- Die-cast housing with hidden vertical heat fins that are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with powder coat paint finish

OPTICS

- Entire optical aperture illuminates to create a larger luminous surface area resulting in a low glare appearance without sacrificing optical performance
- 80, 160, 320 or 480 midpower LEDs
- 3000K, 4000K or 5000K (70 CRI) CCT
- Zero uplight at 0 degrees of tilt
- Field rotatable optics

INSTALLATION

- Standard square arm mount, compatible with B3 drill pattern
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option or accessory for square and round poles.
- Knuckle arm fitter option available for 2-3/8" OD tenon. Max tilt of 60 degrees with 4 degree adjustable increments. (Restrictions apply for 7-pin options)

ELECTRICAL

- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz

ELECTRICAL (CONTINUED)

- Ambient operating temperature -40˚C to 40˚C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/ IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes fixture off-line for protection when device is compromised

CONTROLS

- Photo control, occupancy sensor and wireless available for complete on/off and dimming control
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)
- 0-10V dimming leads available for use with control devices (provided by others, must specify lead length)
- SiteSync™ wireless control system is available via 7-pin See ordering information and details at: www.hubbelllighting.com/sitesync
- NX Distributed Intelligence™ available with in fixture wireless control module, features dimming and occupancy sensor
- wiSCAPE® available with in fixture wireless control module, features dimming and occupancy sensor via 7-pin

CERTIFICATIONS

- DLC® (DesignLights Consortium Qualified), with some Premium Qualified configurations. Please refer to the DLC website for specific product qualifications at www.designlights.org
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40˚C ambient temperatures
- 3G rated for ANSI C136.31 high vibration applications
- Fixture is IP66 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 04/23/2020. See Buy American Solutions

WARRANTY

- 5 year limited warranty
- See HLI Standard Warranty for additional information

KEY DATA	
Lumen Range	3,000–48,000
Wattage Range	25–340
Efficacy Range (LPW)	118–155
Fixture Projected Life (Hours)	L70>60K
Weights lbs. (kg)	13.5–24 (6.1–10.9)

Example: RAR1-80L-25-3K7-2-UNV-ASQ-BL-NXWE-BC

CATALOG #

ORDERING INFORMATION

Series		# LEDs - Wattage		CCT/CRI		Distribution		Optics Rotation		Voltage	
RAR1	Ratio Area Size 1	**80L-25**	25W - 3,000 Lumens	**3K7**	3000K, 70 CRI	**2**	IES TYPE II	Blank for no rotation		**UNV**	Universal 120-277V
		80L-39	39W -5,200 Lumens	**4K7**	4000K, 70 CRI	**3**	IES TYPE III	**L**	Optic rotation left	**120**	120V
		80L-50	50W - 6,000 Lumens	**5K7**	5000K, 70 CRI	**4W**	IES TYPE IV	**R**	Optic rotation right	**208**	208V
		160L-70	70W - 9,000 Lumens			**5QW**	IES TYPE V			**240**	240V
		160L-100	100W - 12,000 Lumens							**277**	277V
		160L-115	115W - 15,000 Lumens							**347**	347V
		160L-135	135W - 18,000 Lumens							**480**	480V
RAR2	Ratio Area Size 2	**320L-110**	110W - 15,000 Lumens								
		320L-140	140W - 18,000 Lumens								
		320L-165	165W - 21,000 Lumens								
		480L-185	185W - 24,000 Lumens								
		480L-210	210W - 27,000 Lumens								
		480L-240	240W - 30,000 Lumens								
		480L-255	255W - 36,000 Lumens								
		480L-295	295W - 42,000 Lumens								
		480L-340	340W - 48,000 Lumens								

Mounting		Color		Control Options Network		Options	
ASQ	Arm mount for square pole/flat surface	**BLT**	Black Matte Textured	**NXWE**	NX Wireless Enabled (module + radio)	**BC**	Backlight control
ASQU	Universal arm mount for square pole/flat surface	**BLS**	Black Gloss Smooth	**NXSPW_F**	NX Wireless, PIR Occ. Sensor, Daylight Harvesting[2]	**CD**	Continuous dimming
Mounting Round Poles		**DBT**	Dark Bronze Matte Textured	**NXSP_F**	NX, PIR Occ. Sensor, Daylight Harvesting[2]	**F**	Fusing (must specify voltage)
A_	Arm mount for round pole[1]	**DBS**	Dark Brone Gloss Smooth	**Control Options Other**		**TB**	Terminal block
A_U	Universal arm mount for round pole[1]	**GTT**	Graphite Matte Textured	**SCP-40F**	Programmable occupancy sensor[4]	**2PF**	2 power feed with 2 drivers[3]
Mounting Other		**LGS**	Light Grey Gloss Smooth	**7PR**	7-Pin twist lock receptacle		
WB	Wall bracket	**PSS**	Platinum Silver Smooth	**7PR-SC**	7-Pin receptacle with shorting cap		
MAF	Mast arm fitter for 2-3/8" OD horizontal arm	**WHT**	White Matte Textured	**7PR-MD40F**	Low voltage sensor for 7PR		
K	Knuckle	**WHS**	White Gloss Smooth	**7PR-TL**	7-Pin PCR with photocontrol		
		VGT	Verde Green Textured				
		Color Option					
		CC	Custom Color				

Notes:

1 Replace "_" with "3" for 3.5"-4.13" OD pole, "4" for 4.18"-5.25" OD pole, "5" for 5.5"-6.5" OD pole

2 Replace "_" with "14" for up to 14' mounting height, "30F" for 15-30' mounting height

3 Not available with 25, 50, 255, 295 & 340W configurations

4 At least one SCPREMOTE required to program SCP motion sensor

STOCK ORDERING INFORMATION

Catalog Number	Lumens	Wattage	LED Count	CCT/CRI	Voltage	Distribution	Mounting	Finish
RAR1-100-4K-3	12,000	100W	160L	4000K/70CRI	120-277V	Type 3	Square Arm	Bronze
RAR1-100-4K-4W	12,000	100W	160L	4000K/70CRI	120-277V	Type 4W	Square Arm	Bronze
RAR1-135-4K-3	18,000	135W	160L	4000K/70CRI	120-277V	Type 3	Square Arm	Bronze
RAR1-135-4K-4W	18,000	135W	160L	4000K/70CRI	120-277V	Type 4W	Square Arm	Bronze
RAR2-165-4K-3	21,000	165W	320L	4000K/70CRI	120-277V	Type 3	Square Arm	Bronze
RAR2-165-4K-4W	21,000	165W	320L	4000K/70CRI	120-277V	Type 4W	Square Arm	Bronze

OPTIONS AND ACCESSORIES - STOCK (ORDERED SEPARATELY)

	Catalog Number	Description
☐	**RARRPA3DB**	Round pole adapter 3.5" to 4.13" for ASQ arm, 3.5" to 4.13" OD pole, dark bronze finish
☐	**RARA3UDB**	Universal mount for square pole or round pole 3.5" to 4.13", dark bronze finish
☐	**RARBC80L**	Ratio blacklight control 80L
☐	**RARBC160L**	Ratio blacklight control 160L
☐	**RARBC320L**	Ratio blacklight control 320L
☐	**RARBC480L**	Ratio blacklight control 480L

ACCESSORIES AND REPLACEMENT PARTS - MADE TO ORDER

	Catalog Number	Description
☐	**RAR–ASQU–XX**	Universal arm mount for square pole/flat surface[2]
☐	**RAR–A_U-XX**	Universal arm mount for round poles[1,2]
☐	**RAR–RPA_–XX**	Round pole adapter[1, 2]
☐	**SETAVP-XX**	4" square pole top tenon adapter, 2 3/8" OD slipfitter[2]
☐	**RETAVP-XX**	4" round pole top tenon adapter; 2 3/8" OD slipfitter for max. Four fixtures (90o); order 4" round pole adapters separately[2]
☐	**BIRD–SPIKE–3**	Ratio size 1 bird deterrent/spikes
☐	**BIRD–SPIKE–4**	Ratio size 2 bird deterrent/spikes
☐	**RARWB–XX**	Wall bracket - use with Mast Arm Fitter or Knuckle[2]

1 Replace "_" with "3" for 3.5"-4.13" OD pole, "4" for 4.18"-5.25" OD pole, "5" for 5.5"-6.5" OD pole
2 Replace "XX" with desired color/paint finish

CONTROLS

Control Options	
Standalone	
SW7PR	SiteSync™ on fixture module via 7PR
SWUSB	SiteSync™ Software on USB
SWTAB	SiteSync™ Windows Tablet
SWBRG	SiteSync™ Wireless Bridge Node
SWFC	SiteSync™ Field Commission Serve
SCPREMOTE	Order at least one per project location to program and control
Networked – Wireless	
WIR-RME-L	wiSCAPE External Fixture Module[1,2]
NX Networked – Wireless	
NXOFM-1R1D-UNV	NX Wireless, Daylight Harvesting, BLE, 7 pin twisted lock

Notes:
1 Works with external networked photosensor
2 wiSCAPE Gateway required for system programming

PERFORMANCE DATA

Description	Nominal Wattage	System Watts	Dist. Type	5K (5000K NOMINAL 70 CRI)					4K (4000K NOMINAL 70 CRI)					3K (3000K NOMINAL 80 CRI)				
				Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
RAR1	25	25.4	2	3438	135	1	0	1	3445	136	1	0	1	3240	128	1	0	1
			3	3460	136	1	0	1	3467	136	1	0	1	3260	128	1	0	1
			4W	3406	134	1	0	1	3412	134	1	0	1	3209	126	1	0	1
			5QW	3483	137	2	0	1	3490	137	2	0	1	3282	129	2	0	1
	39	39	2	5263	139	1	0	2	5273	139	1	0	2	4960	131	1	0	2
			3	5297	139	1	0	2	5308	140	1	0	2	4991	131	1	0	2
			4W	5200	137	1	0	2	5210	137	1	0	2	4900	129	1	0	2
			5QW	5333	140	3	0	1	5344	141	3	0	1	5025	132	3	0	1
	50	49.8	2	6310	127	1	0	2	6323	127	1	0	2	5946	120	1	0	2
			3	6349	128	1	0	2	6362	128	1	0	2	5983	120	1	0	2
			4W	6233	125	1	0	2	6245	126	1	0	2	5873	118	1	0	2
			5QW	6392	129	3	0	1	6405	129	3	0	1	6023	121	3	0	1
	70	68.4	2	9486	139	1	0	2	9505	139	1	0	2	8938	131	1	0	2
			3	9544	140	1	0	2	9563	140	1	0	2	8993	131	1	0	2
			4W	9395	137	1	0	2	9414	138	1	0	2	8853	129	1	0	2
			5QW	9608	140	4	0	2	9628	141	4	0	2	9054	132	4	0	2
	100	90.0	2	11976	133	2	0	2	12000	133	2	0	2	11285	125	2	0	2
			3	12050	134	2	0	2	12074	134	2	0	2	11354	126	2	0	2
			4W	11861	132	2	0	2	11885	132	2	0	2	11177	124	2	0	2
			5QW	12131	135	4	0	2	12155	135	4	0	2	11431	127	4	0	2
	115	109.7	2	15572	142	2	0	2	15494	141	2	0	2	14871	136	2	0	2
			3	15833	144	2	0	2	15754	144	2	0	2	15121	138	2	0	2
			4W	15281	139	2	0	3	15205	139	2	0	3	14623	133	2	0	3
			5QW	15732	143	4	0	2	15653	143	4	0	2	15024	137	4	0	2
	135	133.3	2	17971	135	3	0	3	17881	134	3	0	3	17163	129	3	0	3
			3	18272	137	2	0	2	18181	136	2	0	2	17450	131	2	0	2
			4W	17635	132	2	0	3	17547	132	2	0	3	16876	127	2	0	3
			5QW	18156	136	4	0	2	18065	136	4	0	2	17339	130	4	0	2
RAR2 Performance Data on next page																		

* Lumen values are from photometric test performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

PERFORMANCE DATA

Description	Nominal Wattage	System Watts	Dist. Type	5K (5000K NOMINAL 70 CRI)					4K (4000K NOMINAL 70 CRI)					3K (3000K NOMINAL 80 CRI)				
				Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
RAR2	110	100.3	2	15326	153	2	0	3	15357	153	2	0	3	14442	144	2	0	3
			3	15421	154	2	0	3	15452	154	2	0	3	14531	145	2	0	3
			4W	15180	151	2	0	2	15210	152	2	0	2	14304	143	2	0	2
			5QW	15525	155	4	0	2	15556	155	4	0	2	14629	146	4	0	2
	140	133.2	2	19395	146	2	0	3	19434	146	2	0	3	18276	137	2	0	3
			3	19515	147	2	0	3	19554	147	2	0	3	18389	138	2	0	3
			4W	19210	144	2	0	3	19248	145	2	0	3	18101	136	2	0	3
			5QW	19647	148	5	0	3	19686	148	5	0	3	18513	139	5	0	3
	165	153.6	2	21651	141	3	0	3	21695	141	3	0	3	20402	133	3	0	3
			3	21785	142	3	0	3	21828	142	3	0	3	20527	134	3	0	3
			4W	21444	140	3	0	3	21487	140	3	0	3	20206	132	3	0	3
			5QW	21932	143	5	0	3	21976	143	5	0	3	20666	135	5	0	3
	185	174.5	2	26046	149	3	0	3	26098	150	3	0	3	24543	141	3	0	3
			3	26207	150	3	0	3	26259	150	3	0	3	24694	142	3	0	3
			4W	25797	148	3	0	4	25849	148	3	0	4	24308	139	3	0	4
			5QW	26384	151	5	0	3	26437	152	5	0	3	24861	143	5	0	3
	210	198.2	2	28848	145	3	0	4	28906	146	3	0	4	27184	137	3	0	4
			3	29027	146	3	0	4	29085	147	3	0	4	27351	138	3	0	4
			4W	28572	144	3	0	4	28630	144	3	0	4	26924	136	3	0	4
			5QW	29222	147	5	0	4	29281	148	5	0	4	27536	139	5	0	4
	240	226.9	2	32087	141	3	0	4	32151	142	3	0	4	30235	133	3	0	4
			3	32285	142	3	0	4	32350	143	3	0	4	30422	134	3	0	4
			4W	31780	140	3	0	4	31844	140	3	0	4	29946	132	3	0	4
			5QW	32503	143	5	0	4	32568	144	5	0	4	30627	135	5	0	4
	255	257.0	2	37040	144	3	0	4	36854	143	3	0	4	35373	138	3	0	4
			3	37660	147	3	0	4	37472	146	3	0	4	35966	140	3	0	4
			4W	36347	141	3	0	5	36166	140	3	0	5	34782	135	3	0	5
			5QW	37420	146	5	0	4	37233	145	5	0	4	35736	139	5	0	4
	295	294.0	2	41733	142	3	0	4	41524	141	3	0	4	39855	136	3	0	4
			3	42432	144	3	0	4	42220	144	3	0	4	40523	138	3	0	4
			4W	40953	139	3	0	5	40748	139	3	0	5	39190	133	3	0	5
			5QW	42162	143	5	0	4	41951	143	5	0	4	40264	137	5	0	4
	340	347.1	2	48392	139	4	0	5	48150	139	4	0	5	46215	133	4	0	5
			3	49203	142	3	0	4	48957	141	3	0	4	46989	135	3	0	4
			4W	47488	137	4	0	5	47261	136	4	0	5	45443	131	4	0	5
			5QW	48889	141	5	0	5	48645	140	5	0	5	46689	135	5	0	5

* Lumen values are from photometric test performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

ELECTRICAL DATA

# OF LEDS	Nominal Wattage	Input Voltage	Oper. Current (Amps)	System Power (Watts)
RAR1	25	120	0.21	25.4
		208	0.12	
		240	0.11	
		277	0.09	
	39	120	0.32	38.0
		208	0.18	
		240	0.16	
		277	0.14	
		347	0.11	
		480	0.08	
	50	120	0.42	49.8
		208	0.24	
		240	0.21	
		277	0.18	
	70	120	0.57	68.4
		208	0.33	
		240	0.29	
		277	0.25	
	100	120	0.75	90.0
		208	0.43	
		240	0.38	
		277	0.32	
	115	120	0.91	109.7
		208	0.53	
		240	0.46	
		277	0.40	
		347	0.32	
		480	0.23	
	135	120	1.11	133.3
		208	0.64	
		240	0.56	
		277	0.48	
		347	0.38	
		480	0.28	

# OF LEDS	Nominal Wattage	Input Voltage	Oper. Current (Amps)	System Power (Watts)
RAR2	110	120	0.84	100.3
		208	0.48	
		240	0.42	
		277	0.36	
	140	120	1.11	133.2
		208	0.64	
		240	0.56	
		277	0.48	
	165	120	1.28	153.6
		208	0.74	
		240	0.64	
		277	0.55	
	185	120	1.45	174.5
		208	0.84	
		240	0.73	
		277	0.63	
	210	120	1.65	198.3
		208	0.95	
		240	0.83	
		277	0.72	
	240	120	1.89	226.9
		208	1.09	
		240	0.95	
		277	0.82	
	255	120	2.14	257.0
		208	1.24	
		240	1.07	
		277	0.93	
		347	0.74	
		480	0.54	
	295	120	2.45	294.0
		208	1.41	
		240	1.23	
		277	1.06	
		347	0.85	
		480	0.61	
	340	120	2.89	347.1
		208	1.67	
		240	1.45	
		277	1.25	
		347	1.00	
		480	0.72	

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

Ambient Temperature		Lumen Multiplier
0° C	32° F	1.03
10° C	50° F	1.01
20° C	68° F	1.00
25° C	77° F	1.00
30° C	86° F	0.99
40° C	104° F	0.98
50° C	122° F	0.97

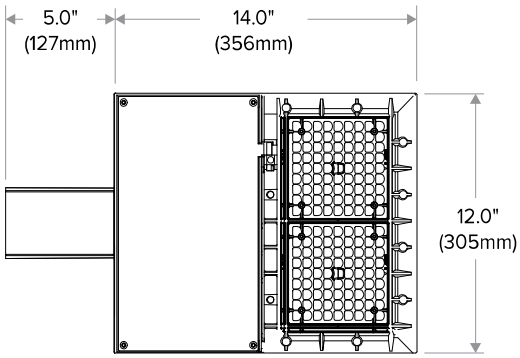
Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

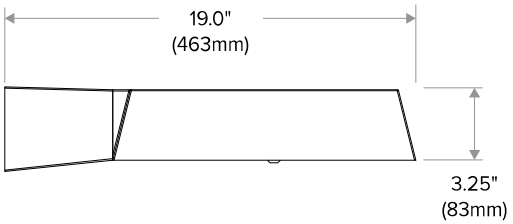
PROJECTED LUMEN MAINTENANCE

Ambient Temperature	OPERATING HOURS					
	0	25,000	TM-21-11 L90 36,000	50,000	100,000	L70 (Hours)
25°C / 77°F	1.00	0.97	0.95	0.93	0.86	238,000
40°C / 104°F	0.99	0.96	0.95	0.93	0.85	225,000

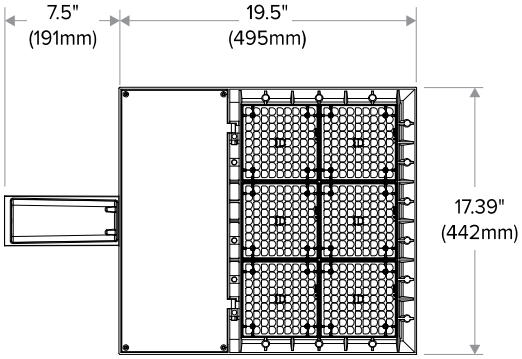
DIMENSIONS

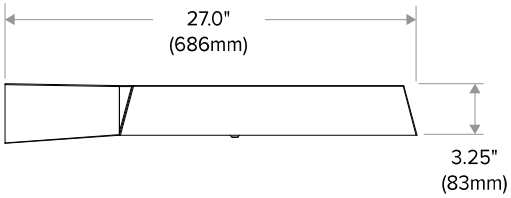
RAR1





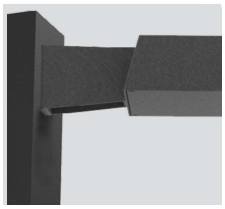
RAR2



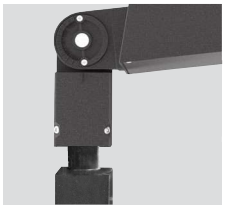


ADDITIONAL INFORMATION

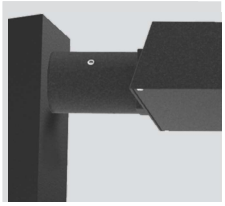
MOUNTING



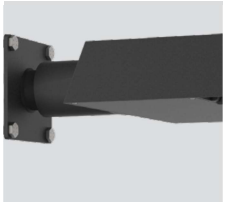
Arm Mount – Fixture ships with integral arm for ease of installation. Compatible with Hubbell Outdoor B3 drill pattern.



Knuckle – Knuckle mount 15˚ aiming angle increments for precise aiming and control, fits 2-3/8" tenons or pipes.



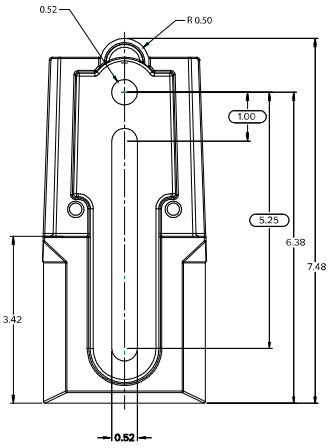
MAF – Fits 2-3/8" OD arms Roadway applications.



Wall Mount – Wall mount bracket designed for building mount applications.

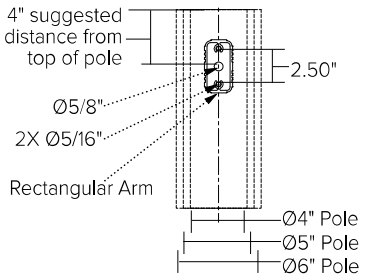


Universal Mounting – Universal mounting block for ease of installation. Compatible with drill patterns from 2.5" to 4.5"

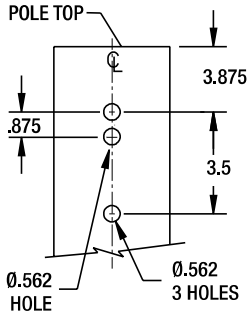


ADDITIONAL INFORMATION (CONT'D)

ARM MOUNT (ASQ)
Compatible with Pole drill pattern B3



UNIVERSAL MOUNTING (ASQU)
Compatible with pole drill pattern S2



SITESYNC 7-PIN MODULE

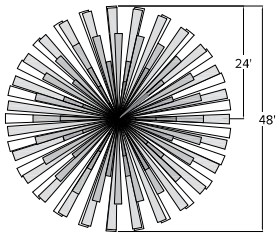


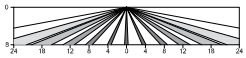
SW7PR

- SiteSync features in a new form
- Available as an accessory for new construction or retrofit applications (with existing 7-Pin receptacle)

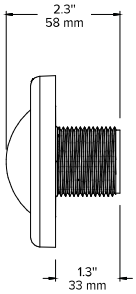
ADDITIONAL INFORMATION (CONT'D)

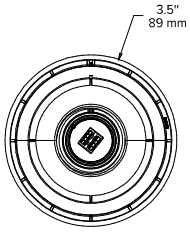
NXSP-14F



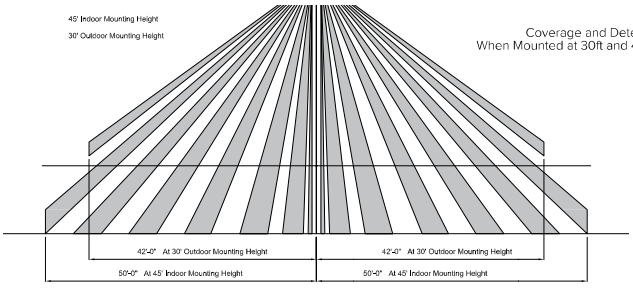


Sensor Lens Coverage and Detection Patterns
When Mounted at 8ft with Low Mount Lens

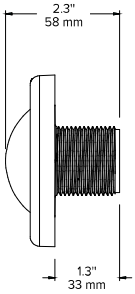


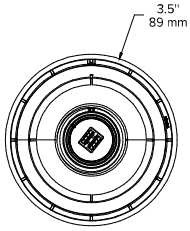


NXSP-30F

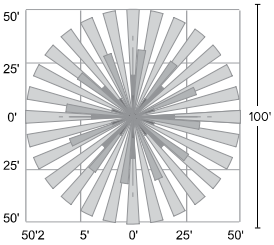


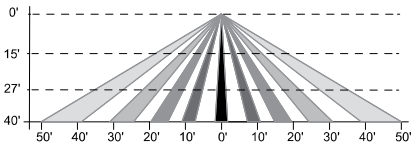
Coverage and Detection Patterns
When Mounted at 30ft and 45ft with Standard Lens

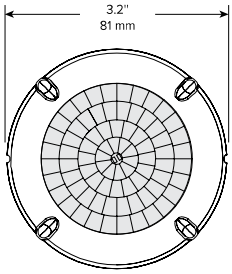


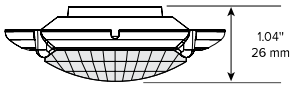


SCP-40F









RAR1 EPA

RAR-1	
EPA at 0˚	EPA at 30˚
.45ft.^{2} .13m^2	.56ft.^{2} .17m^2

RAR2 EPA

RAR-2	
EPA at 0˚	EPA at 30˚
.55ft.^{2} .17m^2	1.48ft.^{2} .45m^2

SHIPPING

Catalog Number	G.W(kg)/ CTN	Carton Dimensions		
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)
RAR1	15 (6.8)	20.75 (52.7)	15.125 (38.4)	6.9375 (17.6)
RAR2	19 (8.6)	25 (63.5)	15.125 (38.4)	6.9375 (17.6)

USE OF TRADEMARKS AND TRADE NAMES

All product and company names, logos and product identifies are trademarks ™ or registered trademarks ® of Hubbell Lighting, Inc. or their respective owners. Use of them does not necessarily imply any affiliation with or endorsement by such respective owners.

COMMERCIAL LIGHTING INDUSTRIES 800.755.0155

Job Name: Brave Little Stars Academy - Palm Springs, FL

Catalog #: CLI-OOBLSAWP

TYPE: WP

SPECIFICATIONS

Intended Use:
The compact LED LNC2 is designed for perimeter illumination for safety, security and identity. This compact fixture has no uplight and is neighbor friendly with typical mounting heights up to 15ft. Units are supplied with an acrylic diffuser accessory that can be used for lower LED brightness near building entrances or other pedestrian areas. Units have protective polyester finish for long lasting appearance.

Construction:
Decorative die-cast aluminum housing protects components and provides an architectural appearance. Casting thermally conducts LED heat to optimize performance and long life. Powder paint finish provides durability in outdoor environments.

Electrical:
- 120V-277V universal voltage 50/60Hz 0-10V dimming drivers
- Minimum operating temperature is -40˚C/-40˚F
- Driver RoHS and IP66
- Drivers have greater than .90 power factor and less than 20% Total Harmonic Distortion

LED(s) CCT:
- 4000K CCT nominal – 70 CRI, 5000K CCT nominal – 67 CRI
- 12 LEDs, 29 input watts, deliver 2868 lumens with 99 LPW efficiency at 5000K CCT
- 18 LEDs, 42 input watts, deliver 4106 lumens at 98 LPW efficiency at 5000K CCT

Optical:
Type III distribution with zero uplight; Individual PMMA acrylic lenses for wide lateral throw, maximum control and efficiency; Acrylic diffuser included where reduced LED brightness is desired

Lumen Maintenance:
L96 at 60,000hrs (Projected per IESNA TM-21-11), see table on page 2 for all values

Installation:
Quick-mount adapter provides easy installation to wall or to recessed junction boxes (4" square junction box). Gasket seal and secured by two Allen-head hidden fasteners for tamper resistance. Designed for direct j-box mount or conduit feed in single SKU. Conduit feed not available with BBU.

Listings:
- DLC Qualified (Consult DLC website for more details: http://www.designlights.org/QPL
- Listed to UL 1598 for use in wet locations, 40˚ C ambient environments

Warranty:
Five year limited warranty

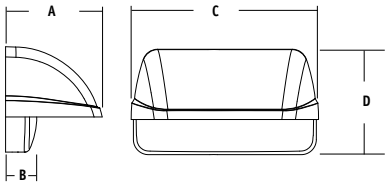
PRODUCT IMAGE(S)


LNC2-12LU


LNC2-18LU


With diffuser

DIMENSIONS



A	B	C	D	Weight
6.25"	1.6"	10.25"	5.6"	7.0 lbs.
158.7 mm	40.2 mm	260.4 mm	142.2 mm	3.2 kg

SHIPPING INFORMATION

Catalog Number	G.W(kg)/ CTN	Carton Dimensions			Carton Qty. per Master Pack
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)	
LNC2-12LU	14.3 (6.5)	14.5 (37)	11.4 (29)	8.4 (21.5)	2
LNC2-18LU	14.8 (6.7)	14.9 (38)	11.4 (29)	8.4 (21.5)	2

CERTIFICATIONS/LISTINGS

C SA US

ida APPROVED

DLC QPL LISTED

ORDERING INFORMATION – STOCK

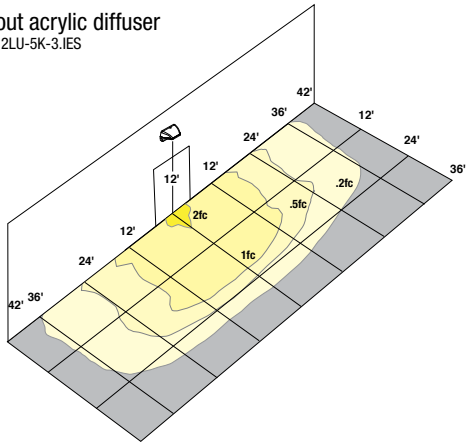
Catalog Number	System Watts	Delivered Lumens	Distribution	Voltage	CCT	Current	Weight lbs. (kg)	Finish	Options
LNC2-12LU-4K-3-1	29w	2,662	3	120-277V	4000K	700mA	7.0 (13.3)	Dark Bronze	*
LNC2-12LU-5K-3-1	29w	2,868	3	120-277V	5000K	700mA	7.0 (13.3)	Dark Bronze	*
LNC2-12LU-5K-3-1-PC-U	29w	2,868	3	120-277V	5000K	700mA	7.0 (13.3)	Dark Bronze	Photocell
LNC2-18LU-4K-3-1	42w	3,806	3	120-277V	4000K	700mA	7.0 (13.3)	Dark Bronze	*
LNC2-18LU-5K-3-1	42w	4,106	3	120-277V	5000K	700mA	7.0 (13.3)	Dark Bronze	*
LNC2-18LU-5K-3-1-PC-U	42w	4,106	3	120-277V	5000K	700mA	7.0 (13.3)	Dark Bronze	Photocell

REPLACEMENT PART/ACCESSORIES

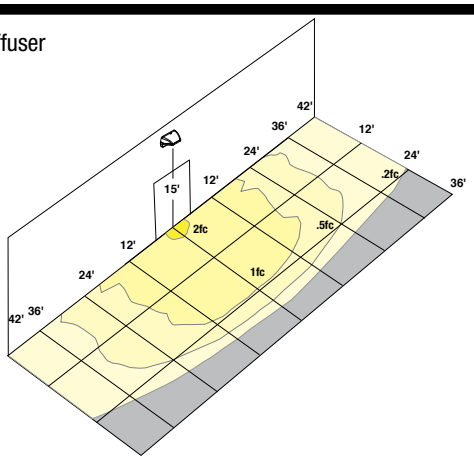
CATALOG NUMBER	DESCRIPTION
93044013	Frosted comfort shield, improves uniformity with only 5% lumen reduction (see page 2)
93055143XX	LNC2 back plate and gasket with 0.875" opening for 1/2" conduit, XX = Specify finish (see page 2)
LNC2-SCBB-XX	LNC2 back plate with gasket and fittings to accommodate BB-GEO-XX , XX = Specify finish (see page 2)
BB-GEO-XX	LNC2 back box, XX = Specify finish (see page 2)

PHOTOMETRICS

Without acrylic diffuser
LNC2-12LU-5K-3.IES



Without acrylic diffuser
LNC2-18LU-5K-3.IES



LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

AMBIENT TEMPERATURE		LUMEN MULTIPLIER
0˚ C	32˚ F	1.02
10˚ C	50˚ F	1.01
20˚ C	68˚ F	1.00
25˚ C	77˚ F	1.00
30˚ C	86˚ F	1.00
40˚ C	104˚ F	0.99

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

PROJECTED LUMEN MAINTENANCE

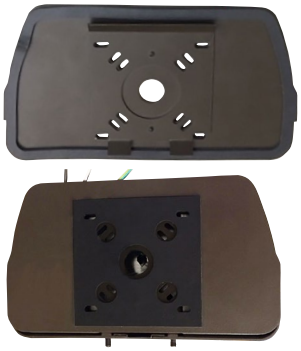
	OPERATING HOURS					
Ambient Temp.	0	25,000	50,000	TM-21-11[1] L96 60,000	100,000	L70 (hours)
25°C / 77°F	1.00	0.98	0.97	0.96	0.95	>791,000
40°C / 104°F	0.99	0.98	0.96	0.96	0.94	>635,000

1. Projected per IESNA TM-21-11 * (Nichia 219B, 700mA, 85°C Ts, 10,000hrs)
Data references the extrapolated performance projections for the LNC-12LU-5K base model in a 40°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.

ELECTRICAL DATA

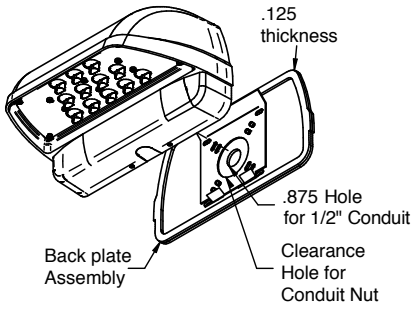
# OF LEDS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	CURRENT (Amps)	SYSTEM POWER (w)
12	STD. (700mA)	120	0.24	28.9
		277	0.10	27.7
18		120	0.35	41.0
		277	0.15	41.5

BACK PLATE - 93055143XX

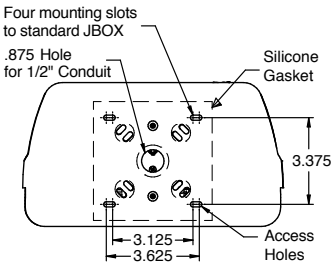


Mounting Plate interior

Mounting Plate Exterior

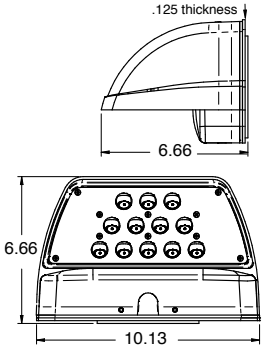


MOUNTING PLATE DETAILS

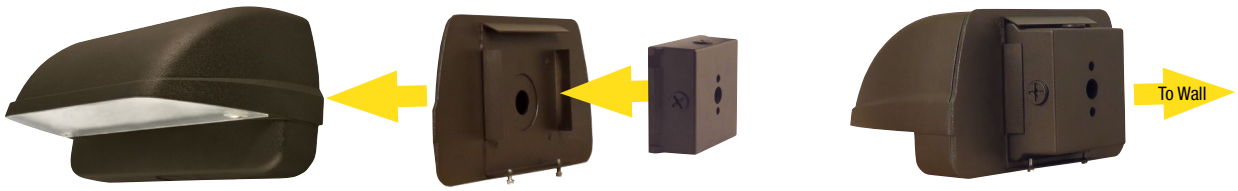


Back Gasket (Dashed Area Above)

DIMENSIONS - With Plate Installed



LNC2-SCBB-XX SURFACE CONDUIT BACK PLATE



LNC2 FIXTURE | LNC2-SCBB-XX | BB-GEO-XX | LNC2-SCBB-XX and BB-GEO-XX SHOWN ATTACHED TO FIXTURE

Department of Engineering and Public Works

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

January 27, 2021

Andrea M. Troutman, P.E.
Pinder Troutman Consulting, Inc.
2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411-6700

RE: Brave Little Stars Academy
Project #: 200705
Traffic Performance Standards Review

Dear Ms. Troutman:

The Palm Beach County Traffic Division has reviewed the **Brave Little Stars Academy** Traffic Study, revised November 23, 2020, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Palm Springs
Location:	North of 10th Avenue N, east of S Congress Avenue
PCN:	70-43-44-20-01-015-0010
Access:	Right-in/right-out only driveway connection onto S Congress Avenue ***(as existing and/or proposed in the study, but not approved by the County through this letter)***
Existing Uses:	Vacant Building
Proposed Uses:	Daycare = 85 Students
New Daily Trips:	174
New Peak Hour Trips:	33 (18/15) AM; 33 (16/17) PM
Build-out:	December 31, 2022

Based on the review, the Traffic Division has determined the proposed development to demolish and replace the existing building with Daycare use, being insignificant on the roadway network, **meets** the Traffic Performance Standards (TPS) of Palm Beach County.

Please note the receipt of a 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 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,

Dominique Simeus, P.E.
Professional Engineer
Traffic Division

DS/rb

ec: Addressee
Iramis Cabrera, Planner, Village of Palm Springs
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
N:\TRAFFIC\DS\MUNICIPALITIES\APPROVALS\2021\200705 - BRAVE LITTLE STARS DAYCARE.DOC

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE BAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.
ADAM SWANEY, P.E., LEED AP
JENNIFER MALIN, P.S.M.

March 31, 2021

To: Iramis Cabrera, Village of Palm Springs Planner

From: Tara Bamber, PE

Re: Brave Little Stars Academy at 3108 S Congress Ave.
Site Plan Approval Letter
Engenuity Group Project No. 6001.104

We have received the following through email on 03-30-21:

1. Civil Plan, 1 sheets (C1.1), revised 3-25-21, by Mcleod, McCarthy & Associates, P.A.
2. Landscape Plans, 3 sheets (LI-1, LP-1, LP-2), revised 03-25-21, by Schmidt Nichols
3. Site Plan, 1 sheet (PSP-1), revised 03-25-21, by Schmidt Nichols
4. Tree Disposition Plan, 1 sheet (TD-1), revised 03-25-21, by Schmidt Nichols
5. Re-Submittal Response to Comments, 3 sheets, dated 03-25-21, by Schmidt Nichols

We recommend Site Plan approval with the following conditions:

1. Provide permits from applicable agencies including, but not limited to, FDOT, etc.
2. Additional comments may be asked at time of Civil/Utility permit review.

If you should have any questions, please give me a call at 561-655-1151.

Cc: Kim Glas-Castro
Ed Horton
Lisa Tropepe, PE

Village of Palm Springs
Land Development Department
226 Cypress Lane, Palm Springs, FL 33461
(561) 965-4016 Fax (561) 439-4132

LETTER OF TRANSMITTAL

To: Chad Girard/Ed Horton
Tom Ceccarelli/Frank Castro
Pedro Segovia

Date: March 5/2021

RE: Brave Little Stars – Child day care – Site Plan & Special Exception use - 3108 S Congress Ave

3rd submittal 3-3-2021

Attached are:

x Prints ☐ Reproducibles ☐ Correspondence
☐ Report ☐ Specifications ☐ Applications
☐ Other

COPIES	DATE	DESCRIPTION
1	2/1/2021	Site Plan Package

Transmitted:

☐ For Approval ☐ As Requested xxxx For Review and Comment
☐ For Revisions ☐ For Your Use
☐ Other

REMARKS:

Upon review, please forward any comments regarding the attached materials to me.. Should you have any questions regarding the attached materials, do not hesitate to contact me at (561) 434-5090 or icabrera@vpsfl.org Thank you for your assistance.

Signed: Iramis Cabrera

3-8-2021 - NO Comments
Everything for Utilities looks good!

DocuSign Envelope ID: E1E39357-8A68-4889-9D7E-EB8A1F46020E

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAULT
SECRETARY

January 7, 2021

Josh Nichols
Schmidt Nichols
1551 N Flagler Drive, Suite 102
West Palm Beach, FL 33401

Dear Josh Nichols,

RE: **January 7, 2020** Variance Committee Review to allow for **Category B Driveway**
Applicant/Property Owner: Southeast Corporation Services, LLC
Palm Beach, City of Palm Springs **State Road:** 807 **Section:** 93006 **MP:** 3.0
Access Class: 5 **Posted Speed:** 40 mph **SIS:** Influence Area
Site Acreage: 0.71 Acres **Development Size:** 4,728 SF Daycare Center with 6,107 SF Play Area
Project Name & Address: Brave Little Stars Academy - 3108 S Congress Avenue
Date of Pre-application Review: December 18, 2020

Request: Right-in/right-out driveway on the east side of SR 807, adjacent to the northern property line.

This request is: **Approved with Conditions**

Conditions / Comments:

☐ **A minimum driveway length of 25 feet, as measured from the ultimate right-of-way line of the State Road to the first conflict point, is required.**

☐ **A recorded cross access easement with the adjacent property to the north is required. The cross access easement shall be labeled and detailed on the site plan, as a hatch or shaded area and include the Official Record Book (ORB) and page number or instrument number on the plan sheet.**

- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage.
- A Storm Water Pollution Prevention Plan must be submitted with the application if there will be more than one acre of "disturbed area" (as defined by the Florida Department of Environmental Protection (FDEP)
- If additional right-of-way is required to implement the proposed improvements, the applicant shall donate the right-of-way to the Department.
- All existing driveways not approved in this letter must be fully removed and the area restored.

Comments:
Please note that the dimensions between driveways are measured from the near edge of pavement to near edge of pavement and dimensions between median openings are measured from centerline to centerline unless otherwise indicated.

DocuSign Envelope ID: E1E39357-8A68-4889-9D7E-EB8A1F46020E

Josh Nichols – Brave Little Stars Academy Access Management Review Committee Letter
January 7, 2021

The purpose of this letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note any required improvements. Earlier Department decisions on this request shall be voided unless expressly approved herein. If the above concept is approved, the applicant may submit engineering plans to the Department for permitting. The Department's personnel shall review these plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Please note that this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department.

Committee approvals and conditions which are at variance with Department rules or standards are not binding in the permitting process for more than **12 months**.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter and Permits Office - Tel. # 954-777-4383 with any questions regarding permits.

For right-of-way dedication requirements go to: https://osp.fdot.gov: Click on Statewide Permit News. Scroll down to District 4. Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

THE DISTRICT ACCESS MANAGEMENT REVIEW COMMITTEE

	With the above ruling I	Agree	Disagree	
John Olson, P.E. District Design Engineer	DocuSigned by: John Olson, P.E. D38BA4C842F840E...	X		January 7, 2021
Mark Plass, P.E. District Traffic Operations Engineer	DocuSigned by: Mark Plass, P.E. 2B0734460C674BD...	X		January 7, 2021
Antonio Castro, P.E. District Maintenance Engineer	DocuSigned by: EF4936E24FD0D4BD...	X		January 7, 2021

cc: Jerry Dean
File \\DOTSD4HQFS\Share\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2021-01-07 & AMRC Meeting\AMRC Meeting\1. 93006 MP 3.0 SR 807_Brave Little Stars Academy\93006 MP 3.0 SR 807_Brave Little Stars Academy.docx

12-11-2020

Good morning Iramis,

I would like the developer to provide the following:

1. Load calculations and voltage requirements
2. Meter location on the site plan
3. Developer will pay all materials and installation fees

Thanks,

Jean St Simon
Transmission & Distribution Engineer | Utility Electric Department

City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461
561-586-1699
jssimon@lakeworthbeachfl.gov
ww.lakeworthbeachfl.gov

2-2/2021

Good afternoon Iramis,

LWDD has no objection to the certification of this petition. It is located south of the LWDD L-10 Canal and is not adjacent.

Thank you.

Anne Perry Schreiner

Anne Perry Schreiner | Right-of-Way Specialist

Lake Worth Drainage District | 13081 Military Trail | Delray Beach, Florida 33484

Direct Line | 561.819.5577 | Main Line 561.498. 5363 | Fax | 561.495.9694

Please consider the environment before printing this email.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not sent electronic mail to this entity. Instead, contact this office by phone or in writing.

2/3/2021

Yes, we do have a bus stop at this location served by Route 2. As route 2 is one of our top five routes, the location is great for a bus shelter. Thank you!

Yash Nagal
Senior Planner
Tel: 561 841-4238
ynagal@pbcgov.org
http://www.palmtran.org

From: Iramis Cabrera <icabrera@vpsfl.org>
Sent: Wednesday, February 3, 2021 10:39 AM
To: Yash Nagal <YNagal@pbcgov.org>
Cc: Levi McCollum L. <Lmccollum@pbcgov.org>
Subject: RE: Brave Little Stars

12-8-2020

No comment

To: Pedro Segovia <PSEGOVIA@pbcgov.org>;

Good afternoon,

Attached are the plans for the proposed conversion of the old restaurant building into a child day care on the property located at 3108 S Congress Avenue. Please review attached plans and let me know if you have any comments. If you have any questions or need additional information do not hesitate to contact me.

Thanks.

Iramis Cabrera

Planner

Village of palm springs

Planning, Zoning & Building Department

561-965-4016

icabrera@vpsfl.org

12-10-2020

Hello,

DOA received your request to review the subject development. Below are DOA comments.
The proposed commercial development Brave Little Stars Daycare located at 3108 S. Congress Ave. is seeking to construct approximately a one story building in Palm Springs. From the description provided to the Department, the property is located off of Congress Ave., north of 10th Ave. N., and west of Florida Mango Rd. within the Zone 1 for Palm Beach County Park Airport.
Residential occupants on occasion will observe aircraft arriving at and departing from Palm Beach County Park Airport (Lantana).
Also, it appears the proposed development is located in the Airport Regulated Area Zone 1 for PBIA and Lantana Airport.

Based on the location of this development and the proposed height, along with a review of other existing development around the site, impacts to operations at any of our County airports are not anticipated.

Please contact me with any concerns.

Thank you,

Wil Hicks
Technical Services Coordinator
561-471-7491

EXHIBIT

A

Donate Here (https://floridaassociationforchildcaremanagementfaccm.growthzoneapp.com/ap/donate/gP09tpV)

Join FACCM (https://www.faccm.org/join-faccm/)

Member Login (https://business.faccm.org/MIC/Login)

Contact Us (https://business.faccm.org/contactus)

(http://www.facebook.com/FACCM1)

(https://twitter.com/faccm1)

(https://www.pinterest.com/faccm1/)

(https://www.linkedin.com/compa orida-association-for-childcar management)

About APPLE

Florida Association For Child Care Management FACCM

(/)



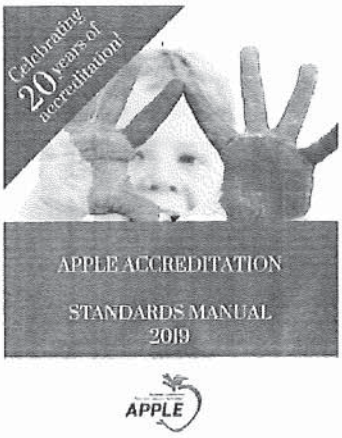
Menu

APPLE (Accredited Professional Preschool Learning Environment) Accreditation is a national early learning program accreditation that recognizes early learning centers for operating high quality programs. Research shows a direct link between a high quality early learning experience and a child's future success. APPLE sets the standards that accelerate an early learning center's drive to achieve that level of care and education outcomes.

In 2019, APPLE Accreditation celebrates its 20th year of excellence. APPLE was developed by owners and operators of early learning centers and is grounded in the unique perspective of the business of child care. The owner/management team has the greatest impact on the quality of any early learning center, and the developers of the APPLE program recognized the important balance between meeting the quality standards of accreditation and the financial impact it may have on the children and families served.

Today, APPLE is the largest accrediting agency in Florida and growing nationwide. In Florida, APPLE is accepted as one of Florida's Gold Seal Quality programs. The Gold Seal program provides additional benefits including: ad valorem tax relief, a sales tax exemption on supplies and materials, and an increase in reimbursement for subsidized care.

The best benefit is giving your parents the confidence that the care of their children is at an APPLE Accredited center.



THE APPLE Advantage

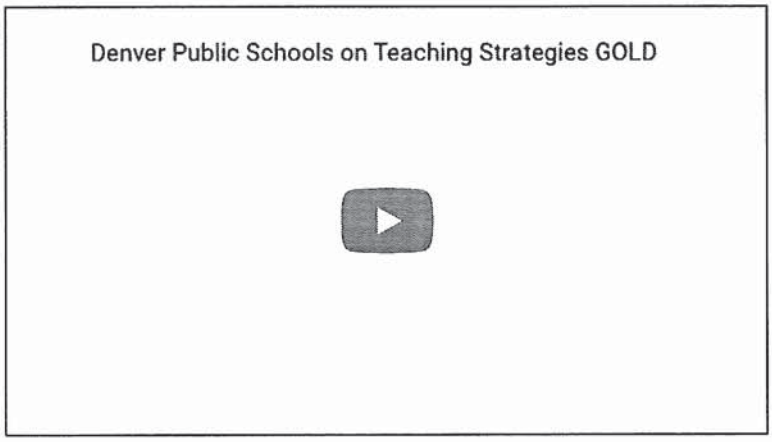
- Confident Parents and Increased Referrals to New Families
- Increased Credibility and Marketing Ability
- Up to 20% Increase in School Readiness Funding
- Property Tax (Ad Valorem) Exemption
- Consistent Policies and Practices
- Greater Staff Retention & Increased Morale
- Dedicated Professionals to Assist in Accreditation
- Achieving APPLE Accreditation is a Proud Accomplishment

STRONG MINDS/GOLD (CSC)

The Children's Services Council of Palm Beach County (CSC) has recognized the need for assessment data in early childhood education to be used in ways that benefit the children and families. As a result, CSC has provided the vision and support necessary to launch the Teaching Strategies GOLD (GOLD) project which is now in its third year with early care and education centers and family child care homes. GOLD is an authentic and formative early childhood assessment tool. It is delivered as a web-based application that supports early education practitioners to observe and document demonstrated abilities of children from birth to Kindergarten. GOLD is strongly aligned with state and national learning standards (birth-3, Pre-K, Head Start and Common Core). It is designed to support a cycle of ongoing observations, documentation, planning, portfolio-building, and reporting. The GOLD online system can be used to generate reports for use at the provider level and can provide neighborhood/zip code/county-wide information for planning purposes. The ongoing collaboration between CSC and the Coalition is to support the implementation of GOLD has increased the chances of success for this assessment tool to provide accurate child level data which can reveal strengths and challenges faced by individual students, as well as groups of children in 0-5 classroom settings.

For more information about Teaching Strategies GOLD, check out the main GOLD website here.

For more information on the locally funded GOLD program, Please contact the **ELCPBC GOLD Team** at **561-600-9427**.



Teaching Strategies GOLD Impacts

For us at Opportunity Early Learning Center in West Palm Beach, we're always looking for ways to improve learning for our children.

Our participation in the Early Learning Coalition of Palm Beach County's Teaching Strategies GOLD pilot program has made a tremendous difference. It's really helped us design and implement a stronger curriculum.

GOLD has allowed our teachers to quickly and easily create a permanent record of meaningful events happening throughout each day and, as a result, that's expanded and created more meaningful child portfolios.

In assessing the portfolio content through GOLD, we've received critical developmental data, and our teachers have used it as the basis for targeted and individualized lesson plans. Also, the lessons and activities based on current child strength and growth areas have allowed us to meet the current needs of all children

Child Care

For Families

For Child Care Providers And Staff

- Opening a Family Child Care Home
- About Child Care Licensure
- About Family Child Care Home Registration
- Summer Camp Requirements
- Religious Exempt Provider Requirements
- About the Gold Seal Quality Care Program
- Brochures, Fact Sheets, Publications, & Reports
- Forms & Applications
- Child Care Contacts
- Emergency Preparedness
- Add A Summer Camp Listing

Training & Credentialing

Training and Registry Login

Background Screening

Child Care

About the Gold Seal Quality Care Program

In 1996, the Florida Legislature established the Gold Seal Quality Care program to acknowledge child care facilities and family day care homes that have gone above the required minimum licensing standards to become accredited by recognized agencies whose standard reflect quality in the level of care and supervision provided to children.

The Gold Seal Quality Care Program is not an accreditation, but a designation which is voluntary with potential benefits to those that participate including, but not limited to:

- A positive marketing tool for prospective parents
- Tax exemptions on certain educational materials, and property taxes
- Higher reimbursement for School Readiness providers
- Accepted to be eligible to participate in Voluntary Prekindergarten (VPK) please click here for information on the Voluntary Prekindergarten Program

Participation in this program is voluntary and is available to all provider types that meet the definition of child care with the exception of certain license-exempt school-age programs identified in Chapter 65C-22.008(3), F.A.C. A link to the application process for providers is listed below.

An accrediting association wishing to be approved as a Gold Seal Association must apply and substantially meet or exceed the Department's Gold Seal Quality Care standards adopted by the Department of Children and Families Office of Child Care Regulation.

- Find a Gold Seal Quality Care Provider – Provider Map
- Find an approved Gold Seal Accrediting Association – Association List
- Frequently asked questions regarding Gold Seal
- Gold Seal Designation Process for Child Care Providers
- Gold Seal Approval Process for Accrediting Associations
- Gold Seal Quality Care Summary and Detail Data
- Tax Exemptions
- Statutory References
- Side-by-Side Comparison of Approved Gold Seal Accreditation Associations

---

For additional information about the Gold Seal Quality Care Program:
Telephone: 1-888-352-4463
Email: goldsealproviderapps@thechildrensforum.com

CORONAVIRUS INFO & RESOURCES FOR PARENTS/FAMILIES & CHILD CARE PROVIDERS

OUR MISSION: BUILDING COMMUNITY-WIDE COMMITMENT FOR COMPREHENSIVE, HIGH-QUALITY EARLY LEARNING ENVIRONMENTS THAT BENEFIT THE CHILDREN AND FAMILIES OF PALM BEACH COUNTY.

OUR VISION: EVERY CHILD IN PALM BEACH COUNTY IS READY TO SUCCEED IN SCHOOL AND LIFE.

FAMILY SERVICES:

Our Family Services team assists parents/families through the eligibility & enrollment process for our programs & services.

Did you know the Early Learning Coalition can help with:

- Customized Provider Listings
- Quality Indicators and Types of Care
- Licensing Information
- Abuse Hotline Information
- Early Care and Education Resources
- FREE Voluntary Prekingarten (VPK)
- School Readiness Financial Assistance
- Emergency Child Care
- Care under Relative Caregiver Program
- Community Resources
- Special Needs Assistance/Support Groups
- Cash Assistance Information

561-514-3300
Monday-Thursday 8:00 am - 5:30 pm
Friday 8:00 am - 12:00 pm

LEARN MORE

WHO WE ARE & WHAT WE DO:

Our vision is that every child in Palm Beach County is ready to succeed in school and life.

We work to build a community-wide commitment to ensure every child is ready to succeed in school and life through comprehensive, high-quality early learning environments.

Our collaborative local partnerships allow for continuity of care and funding for families, resulting in more than 30,000 children served annually. ELCPBC maintains an outward vision focusing on the future needs of all children and families and is proactive in our efforts to better serve the community through collective and informed decisions.

LEARN MORE

PROVIDER SERVICES:

Our Provider Services team supports potential (new) and current early learning providers. We are able to offer information about starting a new childcare business and enhancing your program.

We are also eager to assist providers with questions about the VPK and School Readiness programs.

Did you know the Early Learning Coalition can help:

- Providers with contracting and reimbursements
- Compliance with contracts
- Offer technical assistance
- Developmental Screenings
- Provide regular training opportunities
- Offer meetings, updates, and support

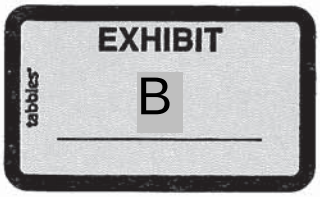
561-214-8000
Monday-Friday 8:30 am - 5:00 pm

LEARN MORE

LATEST EARLY LEARNING NEWS --- LOCAL, STATE, AND FEDERAL

POSTPONEMENT NOTICE | ELCPBC's 2020 ANNUAL EARLY CHILDHOOD EDUCATORS CONFERENCE: #ReadySetLearn!

EARLY LEARNING COALITION OF PALM BEACH COUNTY OFFERS CHILD CARE SCHOLARSHIPS FOR FIRST RESPONDERS AND EMERGENCY PERSONNEL FAMILIES



uly 17th 2020

ave Little Stars
7 NE 2nd Ave
ray Beach, FL 33441

The Staff,

could not have asked for a better place to send my
y girl. Elizabeth started at Brave Little Stars at the age
3 months. As parents we all know how difficult it can
leaving your child all day long, 5 days a week, someplac
than home.

an genuinely say that Brave Little Stars have been an
zing environment for my daughter. It has become a
nd home for her. I love the teachers, they are very
ls on, caring and amazing with the kids. Everything is
ys clean and very organized. Elizabeth adores her
hers Miss Maria, Miss Lenys and the entire staff.
teachers genuinely care about the kids and my daughter
s it there. It is her happy place.

ould absolutely recommend Brave Little Stars to all parents
king for a daycare that gives them a peace of mind,
wing their child will be safe and taken excellent care of.

s Sincerely

Singh
(561-543-1936)

ear Brave little Stars

I appreciate all of you and
ll that you have done. me and my
laughter loves this School. we highly
recommend it to all families.
~~I highly recommend~~

Stay safe through everything



Daenah and
Geraldine

Hi, absolutely awesome!! My daughter loves coming to daycare daily. She loves her teacher and is learning her letters and numbers. I appreciate your guys outmost the great work!!

You guys are amazing!

All the teachers are super warm and friendly. My son loves coming to school! You ladies have become like family. Could not think of a ~~better~~ place to watch my son while Im at work. I know he is well taken care of and loved!

Thank you

Lorna

good values & great education
- McBurke

That value and my child loves
going to Bible with class
Her favorite - Great Education!

We Love you Guys. You take care of my Son so well. it touches my heart. I really appreciate you Guys.

 V. Cadet.

July 16, 2020

To whom it may concern

My child attend Brave Little Stars, since she was 2 years old, and now graduated fr Pre-K. I can not ask for better than the ca and instructions that she's been receiving from this Center.

Amazing staff, very professional, the administration is none like other.

I highly recommend Brave Little Stars to any one in need of good quality care for children

Thank you.

I currently have my son in Brave little stars which is a child care center that in my opinion is the best thing th I have found. I feel very confident to lea my son there because I see that the chi feels happy every day, the cleanliness and sanitary security measures are impressive I strongly recommend Brave little stars for anyone who's looking for preschool

~ Thank you ~

For giving our kids much needed advice.
For educating the youth today.
For shaping the future generation.
For showing our best kids the way.
For making sacrifices a plenty.
For taking up a profession so selfless.
For letting us parents breathe easy.
For being teachers so flawless.

~ Thank you ~

Dear Teddy Bear Little Stars,

Thank You for accepting our children wholeheartedly & welcome into your preschool.

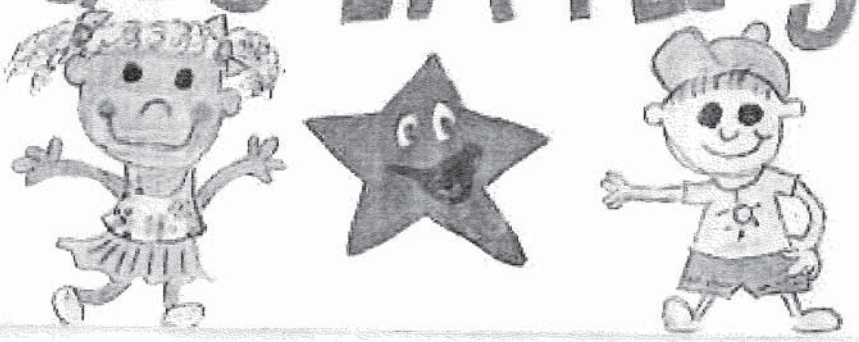
Thank you for helping us parents up to date with whatever is going on in the school. Thank you for your genuine care and compassion for all of the children.

Thank you for helping us make the transition from home care to preschool less stressful.

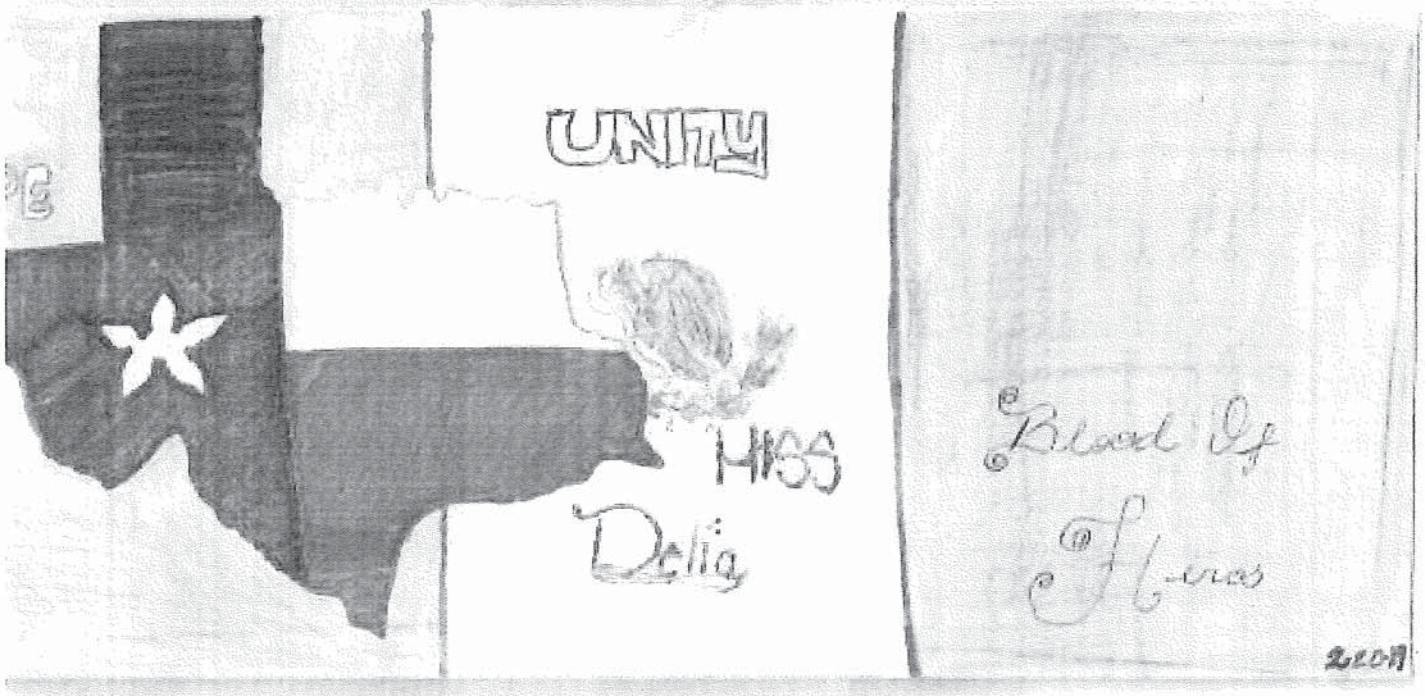
We greatly appreciate all of the choices staff and you've made! ~ The Phelmonds

Leidy &

Brave LITTLE Stars



2-19-2019


UNITY
HISS
Delia
Blood Of
Flores
2009

Google

Get reviews, hours, directions, coupons and more for Brave Little Stars Childcare/Preschool.
brave little stars
Search for other Day Care Centers & Nurseries on The Real Yellow ...

Searches related to brave little stars

- daycare open near me
- daycare prices near me
- preschools near me

1 2 3 4 5 6 7 8 9 10 Next

33401, West Palm Beach, FL - From your Internet address - Use precise location - Learn more

Help Send feedback Privacy Terms

Brave Little Stars Childcare

1717 NE 2nd Ave, Delray Beach, FL

Write a review

4.7 12 reviews

Sort by: Most relevant

Elsa Puentes
2 reviews · 3 photos

11 months ago

As a mother, I know I can trust my child's development to the staff of Brave Little Stars.

Like

Regine Decolline
1 review

a year ago

Brave little stars is the best child care in Delray beach. How do I know? Because my kids goes there, the teachers are amazing the learning style are👍. I like to say thanks to all the teachers there 😉😉😉

1

CFN 20200253942
OR BK 31583 PG 559
RECORDED 07/20/2020 11:59:39
Palm Beach County, Florida
AMT 600,000.00
DEED DOC 4,200.00
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 0559-0561; (3Pgs)

THIS INSTRUMENT PREPARED BY:

12905 South West 42nd St.
Suite 216
Miami, FL 33175
Consideration: $600,000.00
Rec.: $19.00
Tax ID No: 76-43-44-20-01-015-0010
Our File: 2020-231

This is not a certified copy

[Space Above This Line For Recording Data]

Special Warranty Deed

State of Florida)
County of Palm Beach)
)

SPECIAL WARRANTY DEED
(Corporate Seller)

This Indenture made this **12th day of June, 2020** between **Victoria Congress Realty LLC, a Florida Limited Liability Company**, whose post office address is **PO BOX 5720, Lake Worth, FL 33467,** party of the first part, and **Southeast Corporations Services LLC, a Florida Limited Liability Company, of** , party/parties of the second part,

W I T N E S S E T H:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

PARCEL 1

PARCEL 1 The North 1/2 of all that part of Tract 15 of MODEL LAND CO. SUBDIVISION of Section 20, T. 44 S, R. 43 E, as per plat recorded in Plat Book 5, Page 79, in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, described as follows: Beginning at a point in the East line of Congress Avenue (which said East line of Congress Avenue is parallel to and 18 feet East of the West line of said Tract 15), 756.9 feet North of the Point where the East line of Congress Avenue intersects the North line of Tenth Avenue (which said North line of Tenth Avenue is parallel to and 10 feet North of the South line of Tract 16 of said MODEL LAND CO. SUBDIVISION of Section 20, T. 44 S, R. 43 E), and running thence North along the East line of Congress Avenue, a distance of 110 feet; thence running parallel to the said North line of Tenth Avenue, a distance of 312 feet; thence South along the East line of said Tract 15, a distance of 110 feet; thence West a distance of 312 feet to a Point of Beginning, less so much thereof as lies within 50 feet of, measured at right angles to, the West line of said Section 20, Township 44 South, Range 43 East, less the right of way of Congress Avenue.

AND PARCEL 2 Being a parcel lying within the North 170 feet of the South 390 feet of Tract 15, of MODEL LAND CO. SUBDIVISION of Section 20, T. 44 S, R. 43 E,

Palm Beach County, Florida, Public Records as recorded in Plat Book 5, Page 79, Palm Beach County Public Records, said parcel being more particularly described as follows: Commence at the Northwest corner of said Section 20, thence S 01°36'11" W (bearing assumed and all other bearings are relative thereto) along the West line of said Section 20 a distance of 287.07 feet to the intersection with the Westerly extension of the Northerly line of the North 170 feet of the South 390 feet of said Tract 15; thence S 88°09'15" E along the westerly extension of the Northerly line of the North 170 feet of the South 390 feet of said Tract 15 a distance of 50.00 feet to the Easterly right-of-way of Congress Avenue, as now laid out and in use, thence S 01°36'11" W along said Easterly right of way line of Congress Avenue, a distance of 120 feet to the point of beginning; thence S 88°09'15" E parallel with the North line of the South 390 feet of Tract 15, a distance of 295.35 feet; thence S 01°36'11" W parallel with and 295.35 feet East of the East right of way line of Congress Avenue, a distance of 50.00 feet to a point on the South line of the North 170' of the South 390 feet of Tract 15; thence N 88°09'15" W, along the said South line of the North 170 feet of the South 390 feet of Tract 15 a distance of 295.35 feet to a point on the Easterly right of way of Congress Avenue, thence N 01°36'11" E, a distance of 50 feet to the point of beginning.

Parcel Identification: 70-43-44-20-01-015-0010

Subject, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

In Witness Whereof, first party has signed and sealed these present the date set forth on June 12, 2020.

[Signatures on Separate Page]

Document is NOT OFFICIAL!
This Document is the property of the Palm Beach County Clerk & Comptroller's Office.

CFN 20200253942
BOOK 31583 PAGE 561
3 OF 3

Signed, sealed and delivered in our presence:

Victoria Congress Realty LLC

Witness signature

By: Patricia Nardone
Patricia Nardone, Managing Member

Print witness name

(Corporate Seal)

Witness signature

Print witness name

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [4] physical presence or [ ] online notarization, this 12th day of June, 2020 by Patricia Nardone, as Managing Member of Victoria Congress Realty LLC, a Florida Limited Liability Company who [4] is personally known or [ ] has produced a driver's license as identification.

[Seal]

Notary Public
Print Name:
My Commission Expires:

STACI I. HUGHES
Commission # GG 915636
Expires January 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

This is a certified copy

S CONGRESS AVENUE
106' RIGHT-OF-WAY

Future Cross Access

Existing Monument Sign
**5' Landscape Buffer
Dumpster w/ 5' Hedge
20' Safe Sightline
5' FPUE (ORB 6961 PG.1502)
No Pick-up/Drop-Off Sign Typ.
10' x 30' Bus Shelter Easement
(w/ 11.5' x 6.5' Foundation)
No Pick-up/Drop-Off Sign Typ.

Daycare
1-Story
20'-10" Ht.
4,728 s.f.
85 Children

Play Area
6,107 s.f.

Existing 6' Ht Concrete Wall
Turn Around Space
6' Ht Precast or Non-Climbable Decorative Aluminum Fence
Proposed 10' U.E.
Existing 6' Ht Concrete Wall
**5' Landscape Buffer

**5' Landscape buffer
Fence w/ Maintenance Access Gate
15' ROW Landscape Buffer w/ 5' Overlap
15' Utility Easement
Existing 7' Sidewalk

5' Foundation Planting 25% Of Facade
10' Side Interior Setback
Base Building Line
Existing 6' Ht Concrete Wall
Proposed 4' Sidewalk

0 10' 20' 40' 60'
Scale 1"= 20'-0"
North

SCHMIDT NICHOLS
LANDSCAPE ARCHITECTURE AND URBAN PLANNING

Brave Little Stars Academy | SHERWIN-WILLIAMS PAINT COLORS



SW 7066
Gray Matters
Doors and Exterior Floor

SW 7063
Nebulous White
Building Walls

SW 6608
Rave Red
Accent Wall

SW 9047
After the Rain
Front Wall

SW 6729
Lacewing
Roof

Brave Little Stars Academy | SHERWIN-WILLIAMS PAINT COLORS



SW 7066
Gray Matters
Doors and Exterior Floor

SW 7063
Nebulous White
Building Walls

SW 6608
Rave Red
Accent Wall

SW 9047
After the Rain
Front Wall

SW 6729
Lacewing
Roof



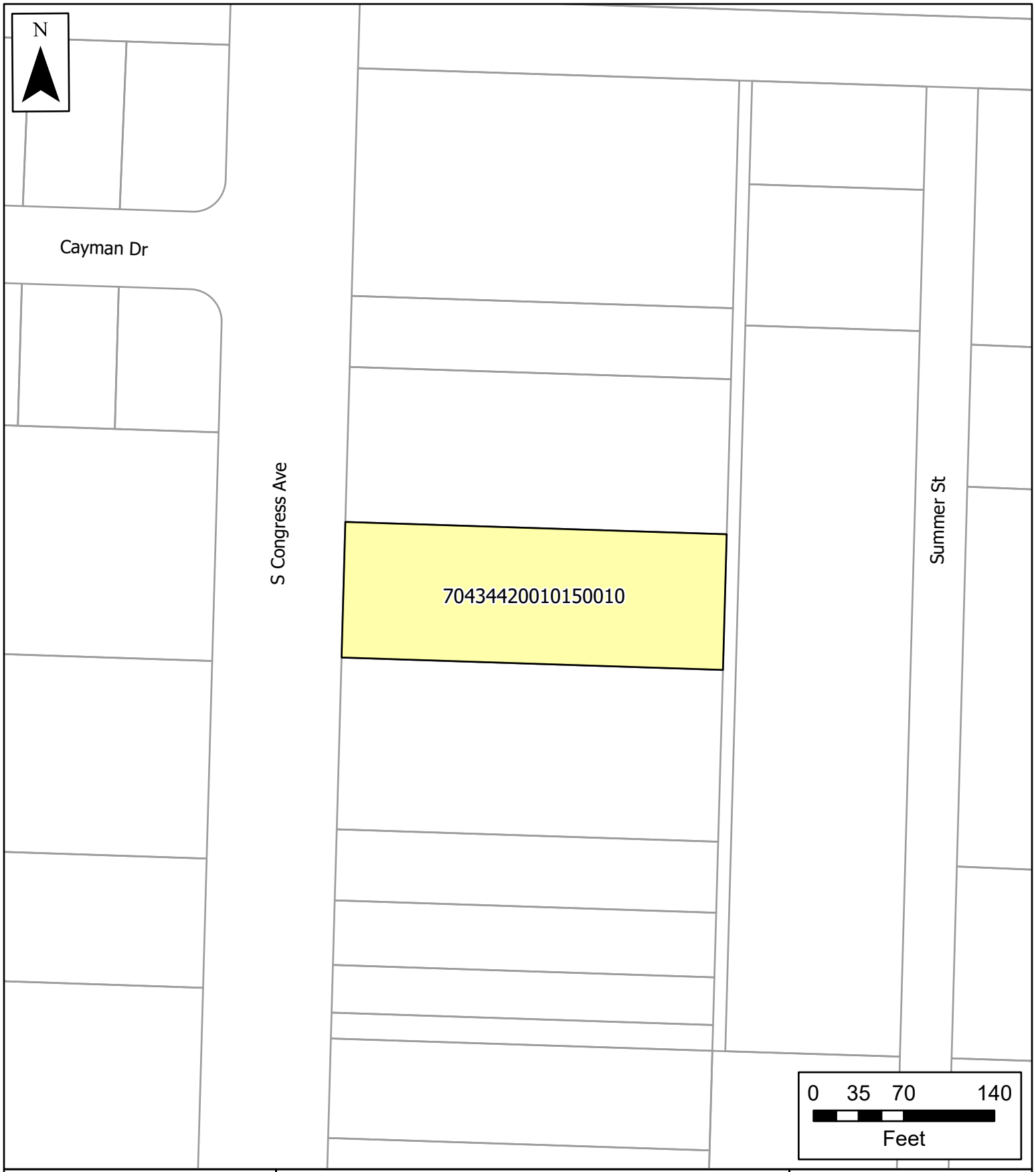
Village of Palm Springs

Brave Little Star - 3108 S. Congress Ave

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.



Village of Palm Springs

Brave Little Star - 3108 S. Congress Ave

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.

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

Notice of public hearing tol be held at on May 11, 2021 and June 11, 2021, in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, to consider SPR21-07 PSSE21-03, PSV21-08 and PSV 09

was published in said newspaper in the issue of

May 6, 2021

Affiant further says that the said The Lake Worth Herald is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 6th day of May, 2021, by Mark J Easton, who is known to me.

Notary Public, State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
DEBRA J. SNODGRASS
MY COMMISSION # GG129683
EXPIRES: September 18, 2021

Legal Notice No. 38527

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Tuesday, May 11, 2021 at 6:30 p.m. by Planning & Zoning Board
Thursday, June 11, 2021 at 6:30 p.m. by the Village Council

in the Village Hall Council Chambers at 226 Cypress Lane, Palm Springs, FL 33461 to consider:

Site Development Plan and Special Exception Use

An application submitted by Schmidt Nichols, agent for the owner, Southeast Corporations Services LLC ("Applicant") for a Site Development Plan Amendment **(SPR21-07)** and concurrently requesting a Special Exception Use **(PSSE21-03)** to allow the use of the property as a child daycare within the 4,728 square feet commercial property located at 3108 South Congress Avenue.

Additional requested:

Tuesday, May 11, 2021 at 6:30 p.m. by Planning & Zoning Board

in the Village Hall Council Chambers at 226 Cypress Lane, Palm Springs, FL 33461 to consider:

An application submitted by Schmidt Nichols, agent for the owner, Southeast Corporations Services LLC ("Applicant") for:

PSV21-08 - A Variance relief from Section 34-8826(7) to allow 10' side setback on the southside instead of 15' required.

Thursday, June 11, 2021 at 6:30 p.m. by Village Council

in the Village Hall Council Chambers at 226 Cypress Lane, Palm Springs, FL 33461 to consider:

Hours of Operation Variance

An application submitted by Schmidt Nichols, agent for the owner, Southeast Corporations Services LLC ("Applicant") for:

PSV21-09 - A Variance relief from Section 34-891(1) to allow the child day care facility start operations at 6:30 am instead of 7:00 am.

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed at the Village Clerk's Office.

If a person decides to appeal any decision made by the above Boards with respect to any matter considered at such hearings, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) business 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
May 6, 2021

The Lake Worth Herald Press

Invoice

1313 Central Terrace
Lake Worth, FL 33460

Date	Invoice #
5/5/2021	L38527

Village of Palm Springs
Attn: Village Clerk
226 Cypress Lane
Palm Springs, FL 33461-1699

P.O. No.

Description	Qty	Rate	Amount
Legal Publication No. 38527 Notice of Public Hearing - SPR21-07, PSSE21-03 (Site Development Plan and Special Use), PSV21-08 (Planning & Zoning Board, PSV21-09 (Hours of Operation)		126.25	126.25

Total $126.25

Questions or concerns please feel free to contact us by phone (561) 585- 9387 or via LWHPRESS@hotmail.com
If you would like to use your credit or debit card please fill out the form listed below

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account unless other wise noted.

I _____ authorize
(The Lake Worth Herald Press Inc)

To charge account indicated below for In the amount of $_____ on or after the date of _____

Rep

Judy

Credit Card Type

MC____ Visa____ Amex____ Discover____

Number: _____

Expiration Month _____ Experation Year _____

Billing Zip _____

For repeat authorization please check box

Phone #

(561) 585-9387

***PLEASE NOTE OUR NEW MAILING**

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Administration

ITEM 9.4: Public Workshop - Proposed Impact Fees Increase - Extraordinary Circumstances Necessitating and Justifying Impact Fees for Law Enforcement and Parks & Recreation

SUMMARY:

Recently, the Florida Legislature adopted House Bill 337 in an effort to amend Chapter 163.31801, Florida Statutes, regarding impact fees. This new legislation is expected to place new requirements (that are expected to be retroactive back to January 1, 2021) on local governments considering an increase in the rate to charge for impact fees.

The proposed, new legislation would restrict any proposed increase in impact fees to be no more than a 50% increase within a four (4) year period, unless the local government:

1. Bases an increase in impact fee rates on needs established in a study
2. Holds two (2) publicly noticed workshops dedicated to the "extraordinary circumstances" necessitating the need to exceed the 50% threshold
3. Approve an impact fee ordinance by at least a two-thirds (2/3) vote

The Village's consultants, Tindale Oliver, along with the Village Attorney and Village staff have determined that Palm Springs' maintains extraordinary circumstances that would allow for the Village Council to consider an increase in Law Enforcement and Parks & Recreation impact fees above the 50% threshold (as proposed within the expected new legislation):

- An increase in impact fee rates is justified within an Impact Fee Study prepared by Tindale Oliver dated March 18, 2021
- The Village has not increased impact fee rates since at least 2006 (over 15 years)
- Additional revenues are needed to maintain Village levels of service standards for both Law Enforcement and Parks & Recreation

- Alternatives to increasing impact fee rates include reduction of the levels of service and/or using general operating funds to cover/support capital costs associated with new growth and development
- The Village has annexed 629 acres (primarily developed properties) since 2006, which has brought additional demand on Law Enforcement services and Parks & Recreation facilities that necessitates investment in various equipment and capital expenditures
- Capital investments are essential for Law Enforcement and Parks & Recreation to promote public health, safety and welfare of Village residents, businesses and property owners

This is the second (2nd) advertised public workshop to discuss the need to necessitate and justify the need for increases in impact fee rates.

The proposed Ordinance No. 2021-03 - Village Code Amendment - Chapter 34 - Law Enforcement and Parks & Recreation Impact Fees is expected to be considered on 2nd and Final Reading during the Village Council Meeting on June 10, 2021.

Note: The first (1st) public workshop was held on May 13, 2021 and the public was invited to attend the workshop and during the meeting the public was invited to provide any comments and/or concerns regarding the proposed changes to the Law Enforcement and Parks & Recreation impact fees.

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 and $18,304 for law enforcement and parks & recreation, respectively, within FY 2022.

ATTACHMENTS:

Impact Fee Study - Tindale Oliver - Final Report March 18, 2021
New Legislation - House Bill 337 - Impact Fees
LWH Advertisement - April 29, 2021 - Notice of Proposed Impact Fee Workshop

VILLAGE OF PALM SPRINGS Florida

Tindale Oliver
planning | design | engineering

Village of Palm Springs Impact Fee Study

Final Report
March 18, 2021





Prepared for:

Village of Palm Springs
Development Services Department
226 Cypress Lane
Palm Springs, Florida 33461
ph (561) 965-4010

Prepared by:

Tindale Oliver
1000 N. Ashley Dr., Suite 400
Tampa, Florida 33602
ph (813) 224-8862
fax (813) 226-2106
E-mail: nkamp@tindaleoliver.com

Village of Palm Springs
Impact Fee Study

Table of Contents

I. INTRODUCTION 1

Methodology 1

Legal Standard Overview 2

II. Law Enforcement 5

Facility Inventory 5

Service Area and Demand Component 7

Level of Service 8

Cost Component 9

Credit Component 10

Net Law Enforcement Impact Cost 12

Calculated Law Enforcement Impact Fee Schedule 13

Law Enforcement Impact Fee Schedule Comparison 15

III. PARKS & RECREATION FACILITIES 17

Park Land and Recreation Facilities Inventory 17

Service Area and Demand Component 20

Level of Service 20

Cost Component 22

Credit Component 26

Net Parks & Recreation Facilities Impact Cost 29

Calculated Parks & Recreation Facilities Impact Fee Schedule 30

Parks & Recreation Facilities Impact Fee Schedule Comparison 31

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.

- **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.

<u>Impact Fee Definition</u>

- 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 Amplifer	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.

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 an 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 the Village of Palm Springs. 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

(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

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 Residental 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)

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 sfgla	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 with & 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 permanent 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	21.50	0.91	1.50	**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)]	$10,000
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

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**

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)

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 other jurisdictions in Palm Beach County. 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%	5.0
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

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:

$$\frac{(\text{Days per Week} \times \text{Employee Hours in Place}) + (\text{Visitors per Employee} \times \text{Visitor Hours per Trip} \times \text{Days per Week})}{(24 \text{ Hours per Day} \times 7 \text{ Days per Week})}$$

(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 (2021)

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
Employment Category			
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:

$$\frac{[(\text{Adjusted Residents per Unit} \times \text{Hours at Place} \times \text{Days per Week}) + (\text{Workers Per Unit} \times \text{Work Hours Per Day} \times \text{Days per Week})]}{(24 \text{ Hours per Day} \times 7 \text{ Days per Week})}$$

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 sfgla	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).

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;

- 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 both impact fee program areas, 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.

<u>Law Enforcement</u>

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.

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 (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. 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 0.05 acre 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.

A bill to be entitled

An act relating to impact fees; amending s. 163.31801, F.S.; defining the terms "infrastructure" and "public facilities"; requiring local governments and special districts to credit against the collection of impact fees any contribution related to public facilities or infrastructure; providing conditions under which credits may not be applied; providing limitations on impact fee increases; providing for retroactive operation; requiring specified entities to submit an affidavit attesting that impact fees were appropriately collected and expended; providing that impact fee credits are assignable and transferable regardless of when they the credits were established; requiring school districts to report specified information regarding impact fees; providing a directive to the Division of Law Revision; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 163.31801, Florida Statutes, is amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or

bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4)~~(3)~~ At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must ~~an impact fee adopted by ordinance of a county or municipality or by resolution of a special district must satisfy all of the following conditions~~:

(a) Ensure that the calculation of the impact fee is ~~must be~~ based on the most recent and localized data.

(b) ~~The local government must~~ Provide for accounting and reporting of impact fee collections and expenditures and~~. If a local governmental entity imposes an impact fee to address its infrastructure needs, the entity must~~ account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees ~~must be limited~~ to actual costs.

(d) ~~The local government must~~ Provide notice at least ~~not less than~~ 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local

government ~~county or municipality~~ is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of ~~an ordinance or resolution imposing~~ a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is ~~must be~~ proportional and reasonably connected to, or has ~~have~~ a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is ~~must be~~ proportional and reasonably connected to, or has ~~have~~ a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) ~~The local government must~~ Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are ~~may~~ not ~~be~~ used, in whole or in part, to pay existing debt or 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 or nonresidential construction.

(5)(a) ~~(4)~~ Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public ~~education~~ facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any ~~education-based~~ impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made ~~fees on a dollar-for-dollar basis at fair market value~~.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) ~~(5)~~ A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact

fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and

expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased ~~a local government increases its impact fee rates~~, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. ~~This subsection shall operate prospectively and not retrospectively.~~

(8)~~(6)~~ A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her

knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs ~~Audits of financial statements of local governmental entities and district school boards which are performed by a certified public accountant pursuant to s. 218.39 and submitted to the Auditor General must include an affidavit signed by the chief financial officer of the local governmental entity or district school board stating that the local governmental entity or district school board has complied with this section~~.

(9) ~~(7)~~ In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) ~~(8)~~ Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact

fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after the effective date of this act.

(11) ~~(9)~~ A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) ~~(10)~~ This section does not apply to water and sewer connection fees.

(13) ~~(11)~~ In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district ~~county, municipality~~, or special district must report all of the following information ~~data~~ on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) 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.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

Section 2. The Division of Law Revision is directed to replace the phrase "the effective date of this act" wherever it occurs in this act with the date the act becomes a law.

Section 3. This act shall take effect upon becoming a law.

The Lake Worth Herald Press

Invoice

1313 Central Terrace
Lake Worth, FL 33460

Date	Invoice #
4/29/2021	L38465

Village of Palm Springs
Attn: Village Clerk
226 Cypress Lane
Palm Springs, FL 33461-1699

P.O. No.

Description	Qty	Rate	Amount
Legal Publication No. 38465 Notice of Proposed Impact Fee Workshops Run date: 4-20-2021		65.65	65.65

Total $65.65

Questions or concerns please feel free to contact us by phone
(561) 585- 9387 or via LWHPRESS@hotmail.com
If you would like to use your credit or debit card please fill out
the form listed below

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account unless other wise noted.

I _____ authorize
(The Lake Worth Herald Press Inc)

To charge account indicated below for In the amount of $_____ on or after the date of _____

Rep

Judy

Credit Card Type

MC____ Visa____ Amex____ Discover____

Number: _____

Expiration Month _____ Experation Year _____

Billing Zip _____

For repeat authorization please check box

Phone #

(561) 585-9387

***PLEASE NOTE OUR NEW MAILING**

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 Proposed Impact Fee Workshops to be held at on May 13 and June 10, 2021, in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida,

was published in said newspaper in the issue of

April 29, 2021

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 29th day of April, 2021, by Mark J Easton, who is known to me.

Notary Public, State of Florida at Large

DEBRA J. SNODGRASS
MY COMMISSION # GG129683
EXPIRES: September 18, 2021

Legal Notice No. 38465

NOTICE OF PROPOSED IMPACT FEE WORKSHOPS

In accordance with Section 163.31801, Florida Statutes, the Village Council of the Village of Palm Springs, Florida hereby provides notice of two (2) scheduled workshops to discuss the extent to which extraordinary circumstances necessitate and justify the need for proposed impact fees to fund Law Enforcement and Parks & Recreation improvements necessitated by growth and development.

Public Workshops will be held in the Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following dates:

Village Council, Thursday, May 13, 2021, at 6:30 PM
Village Council, Thursday, June 10, 2021 at 6:30 PM

The impact fee study may be inspected at the Office of the Village Clerk during business hours, Monday through Friday between 8:30 a.m. and 4:30 p.m. All interested parties may appear at the meeting and be heard with respect to the proposed ordinance at the public hearing.

If a person decides to appeal any decision made by the above Village Council with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) days prior to the meeting to request such assistance.

Kimberly Wynn, Village Clerk
Publish: The Lake Worth Herald
April 29, 2021

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Administration

ITEM 9.5: Proposed Ordinance No. 2021-03 - Village Code Amendment - Chapter 34 - Law Enforcement and Parks & Recreation Impact Fees (*Second Reading*) [Hearing Continued from May 13, 2021]

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 & 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 1980s, 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 & 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 Village's consultant has developed recommended rates to be considered by the Village Council and are outlined within the attached schedule. A sample/examples of these proposed 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 sf	$56.53	$139.20	$ 0	$0
Commercial Retail	1,000 sf	$44.45	$236.16	$ 0	$0
Fast Food Restaurant & drive-thru	1,000 sf	$44.45	$1,517.08	$ 0	$0

The Village Council may adopt rates that below the recommended rates and/or may also "phase-in" rates by adopting an impact fee schedule with planned increases each fiscal year that is within the maximum rates calculated by the methodology outlined in the Tindale Oliver impact fee study.

Note: The Florida Legislature recently approved House Bill 337 that puts additional procedural requirements and restrictions on local governments when increasing impact fee rates. The two (2) required noticed public workshops as outlined within this new legislation were held on May 13, 2021 and June 10, 2021 to discuss the extent to which extraordinary circumstances necessitate and justify the need for an increase in impact fees.

The Planning & Zoning Board considered the proposed ordinance during their meeting on April 13, 2021 and recommended approval.

The proposed ordinance was prepared by the Assistant Village Manager and reviewed by the Village Attorney, the Interim Planning, Zoning & Building Director, the Police Chief, the Parks and Recreation Director and the Finance Director.

The proposed ordinance was approved on 1st reading by the Village Council on April 8, 2021 and is being presented on the 2nd and final reading.

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 on 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 - Final Report dated 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; PENALY; 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
Residential		
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
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

[*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
Retail:			
820	Shopping Center/Retail	1,000 sfgla	$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

(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 Statues § 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 Statues § 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:

	Aye	Nay	Absent
BEVEVERLY 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
Residential		
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 sfgla	$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

Tindale Oliver
planning | design | engineering

Village of Palm Springs Impact Fee Study

Final Report
March 18, 2021





Prepared for:

Village of Palm Springs
Development Services Department
226 Cypress Lane
Palm Springs, Florida 33461
ph (561) 965-4010

Prepared by:

Tindale Oliver
1000 N. Ashley Dr., Suite 400
Tampa, Florida 33602
ph (813) 224-8862
fax (813) 226-2106
E-mail: nkamp@tindaleoliver.com

Village of Palm Springs
Impact Fee Study

Table of Contents

I. INTRODUCTION 1

Methodology 1

Legal Standard Overview 2

II. Law Enforcement 5

Facility Inventory 5

Service Area and Demand Component 7

Level of Service 8

Cost Component 9

Credit Component 10

Net Law Enforcement Impact Cost 12

Calculated Law Enforcement Impact Fee Schedule 13

Law Enforcement Impact Fee Schedule Comparison 15

III. PARKS & RECREATION FACILITIES 17

Park Land and Recreation Facilities Inventory 17

Service Area and Demand Component 20

Level of Service 20

Cost Component 22

Credit Component 26

Net Parks & Recreation Facilities Impact Cost 29

Calculated Parks & Recreation Facilities Impact Fee Schedule 30

Parks & Recreation Facilities Impact Fee Schedule Comparison 31

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.

- **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.

<u>Impact Fee Definition</u>

- 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 Amplifer	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.

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 an 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 the Village of Palm Springs. 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

(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

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 Residental 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)

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 sfgla	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 with & 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 permanent 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	21.50	0.91	1.50	**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)]	$10,000
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

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**

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)

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 other jurisdictions in Palm Beach County. 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%	5.0
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

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:

$$\frac{(\text{Days per Week} \times \text{Employee Hours in Place}) + (\text{Visitors per Employee} \times \text{Visitor Hours per Trip} \times \text{Days per Week})}{(24 \text{ Hours per Day} \times 7 \text{ Days per Week})}$$

(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 (2021)

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
Employment Category			
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:

$$\frac{[(\text{Adjusted Residents per Unit} \times \text{Hours at Place} \times \text{Days per Week}) + (\text{Workers Per Unit} \times \text{Work Hours Per Day} \times \text{Days per Week})]}{(24 \text{ Hours per Day} \times 7 \text{ Days per Week})}$$

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 sfgla	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).

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;

- 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 both impact fee program areas, 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.

<u>Law Enforcement</u>

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.

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 (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. 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 0.05 acre 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	Year 1 (60%)	Year 2 (70%)	Year 3 (80%)	Year 4 (90%)
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
Residential:		
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
Transient, Assisted, Group:		
253	Congregate Care Facility	du
254	Assisted Living Facility	bed
310	Hotel	room
320	Motel	room
620	Nursing Home	bed
Recreational:		
430	Golf Course	hole
444	Movie Theater	screen
Institutions:		
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
Medical		
610	Hospital	1,000 sf
630	Clinic	1,000 sf
Office:		
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
Retail:		
820	Shopping Center/Retail	1,000 sfgla
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
Services:		
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.
Industrial:		
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,

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 rate[5] X floor area[6]) [9] X percentage[7]

General improvements and service systems[3] = Estimated value[8] X percent[7]

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.

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

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

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

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

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

c.	Major plat	$1,500.00 +Professional Fees

(3) *Land Use.*

All filing fees are in addition to professional fees as indicated in (k) herein.

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

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.

$$\text{Charge per dwelling unit} = \frac{\text{[Parks and Recreation Budget] x Persons per household}}{\text{BEBR Population}}$$

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:

	Aye	Nay	Absent
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: GJT FR
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

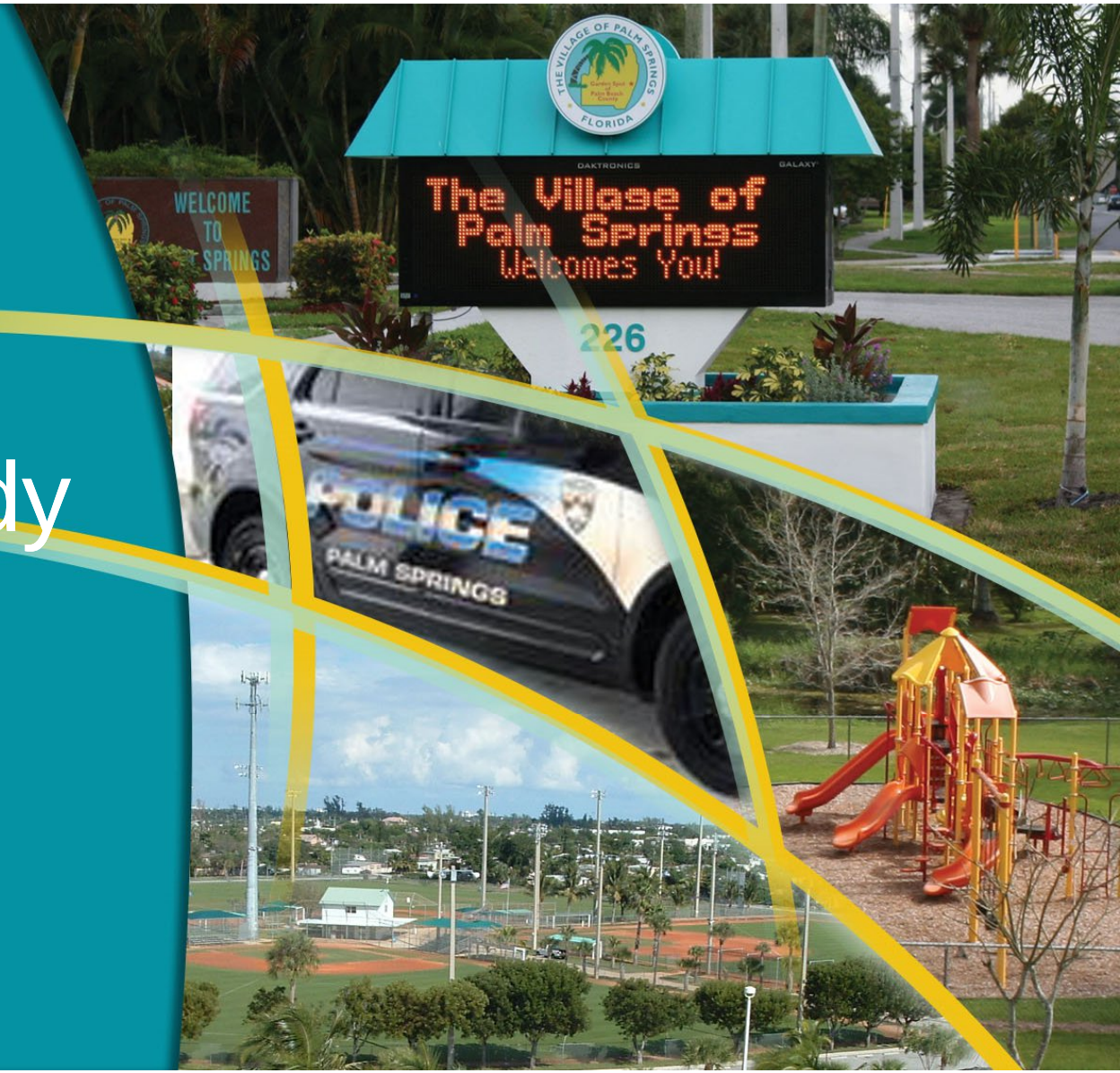
Attachment

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:

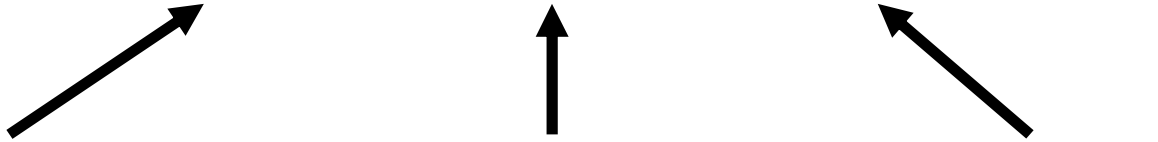
- **Most recent and localized data**
- Minimum of **90-day notice** for any fee increases after adoption
- May not collect prior to building permit
- Rational nexus in the amount of collection and expenditures
- May not use for prior debt or projects unless there is a nexus showing use for need due to 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:

Net Impact Fee =

(Cost – Credit) x Demand



Cost to add capacity

Non-impact fee revenue from future development

Population

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 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%

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	$3.0 M	38.5%
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	$7.25	-
Total Capital Impr. Credit per Resident	**$7.90**	-

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
Total Impact Cost		
Total Asset Value per Resident	**$347.99**	
Revenue Credit		
- Residential		$204.37
- Non-residential		$191.59
Net Impact Cost		
- 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	21.50	0.91	1.50	0.91
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	$10,000
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	$367	66%
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	$422,432	10%
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	$16.61	-
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	$7.79
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%

du = dwelling unit

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: June 10, 2021

DEPARTMENT: Administration

ITEM 10.1: Discussion - Village of Palm Springs Police Department Building Expansion - Update & Options

SUMMARY:

The Police Chief and the Village's contracted architect, Song and Associates, will provide the Village Council with an update on the progress of the proposed expansion of the Police Department Building and will seek direction on proceeding forward with the design of the building.

FISCAL IMPACT:

ATTACHMENTS:

Police Department Building Expansion Presentation

PALM SPRINGS POLICE DEPARTMENT

PROPOSED BUILDING ADDITION/EXPANSION



WHY DOES THE POLICE DEPARTMENT NEED MORE SPACE?



Code Enforcement



Community Policing/Records/Crime Analysis



Sergeant & Lieutenant Office



Detectives' Office



Property/Evidence



Briefing/Training

SPATIAL NEEDS ANALYSIS
ARCHITECTS DESIGN GROUP (MAY 9, 2000)

- Prior to Construction of Present Police/Fire Building
- Projected Space Needs (Includes FD)
  - Existing Building = 6,400 sf
  - Phase I (2000) = 17,307 sf.
  - Phase II (2005) = 22,886 sf
  - Phase III (2015) = 35,069 sf

REQUIRED SPACE
SEPARATED BY PD/FD

POLICE

- 2000 = 11,146 sf
- 2005 = 15,568 sf
- 2015 = 25,252 sf

FIRE

- 2000 = 6,161 sf
- 2005 = 7,318 sf
- 2015 = 9,817 sf

EXISTING BUILDING CONSTRUCTION

- Old Public Safety Facility = 6,400 sf
- 2004 – Police/Fire Building Constructed 13,946 sf (w/bays) – Under Built by 3,361 sf for 2000 Projection
- 2009 – Fire Separated and FD Section Constructed (5,210 sf w/Split bays) – Still Under by 3,730 sf for 2005 Projection



FACILITY EXPANSION FEASIBILITY STUDY
ARCHITECTS DESIGN GROUP (JUNE 2018)

- Updated Original 2000 Analysis
- Basic Update to Determine Need ($2,950)
- Preliminary Development Options for Full Space Needs Analysis

SPATIAL NEEDS ANALYSIS
SPACE REQUIREMENTS

- Additional Space Needed
  - 2019 = 5,429 sf
  - 2029 = 5,629 sf
  - 2039 = 5,629 sf

PROPOSED DEVELOPMENT OPTIONS
ARCHITECTS DESIGN GROUP

- OPTION A – 5,750 sf expansion over west parking area
- OPTION B – 5,760 sf, two-story (2,880 sf each floor) expansion at north side, which includes lobby expansion
- OPTION C – 8,930 sf, one story, elevated facility over south parking lot w/Shell Space for Future Growth

PROGRAMMING/CONCEPT STUDY
SONG + ASSOCIATES (JUNE 2020)

- Organizational Needs Assessment/Programming ($14,000)
- 9,600 sf Proposed Expansion
- Includes Remodeling of Existing Space to Increase Efficiency
- Conceptual Project Budget = $6,950,000

SPACE NEEDS SUMMARY

	Existing Facility	Space Needs by 2030	Space Needs by 2040
Police Department Total	14,000	**24,000 sf**	**28,000 sf**
Difference		10,000 sf	14,000 sf
Percentage of Increase		**71%**	**100%**

Detail by Department/Function

Department	Space Needs		
	Existing GSF	By 2030	By 2040
Administration		1,833	
Patrol Bureau		3,834	
Support Services		3,028	
Investigative Division		3,323	
Evidence/Crime Lab		2,364	
Lobby		847	
Holding/Vehicle Sallyport		2,507	
Lockers		1,740	
Breakroom		696	
Multi-purpose		2,169	
Garage Bay		1,444	
Police Department Total	13,946	**23,784**	**27,352**

Note: Growth projection from 2030 through 2040 is based on anticipated population growth rate for Palm Beach County. Growth of the Village will occur through annexation of land area as well as increased density from multi-family development. A 15% growth factor was used.

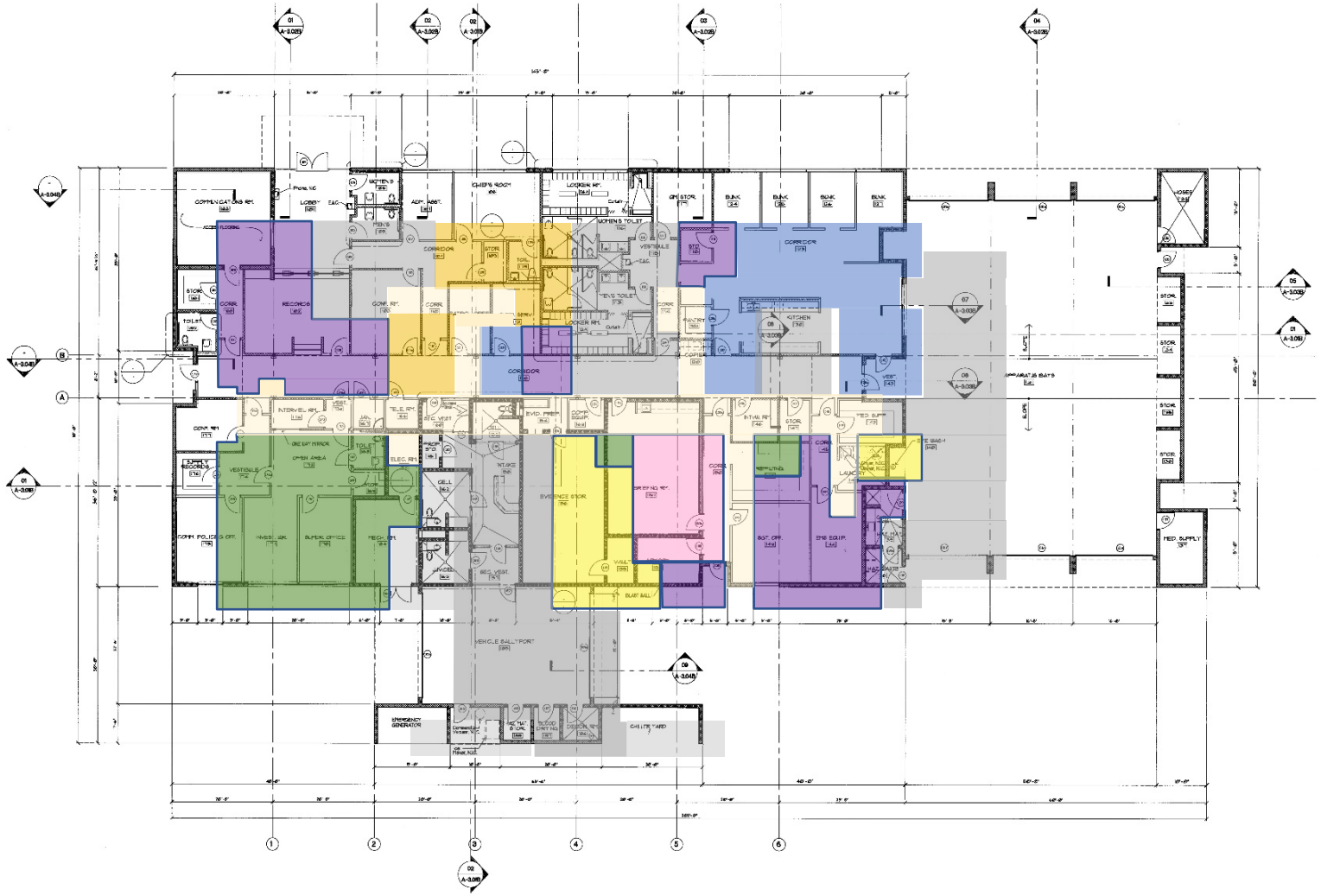
EXISTING FLOOR PLAN
CURRENT DEFICIENCIES

- Existing Functions Not Currently Grouped by Division
- Existing Space Inadequate for Current Needs of All Groups

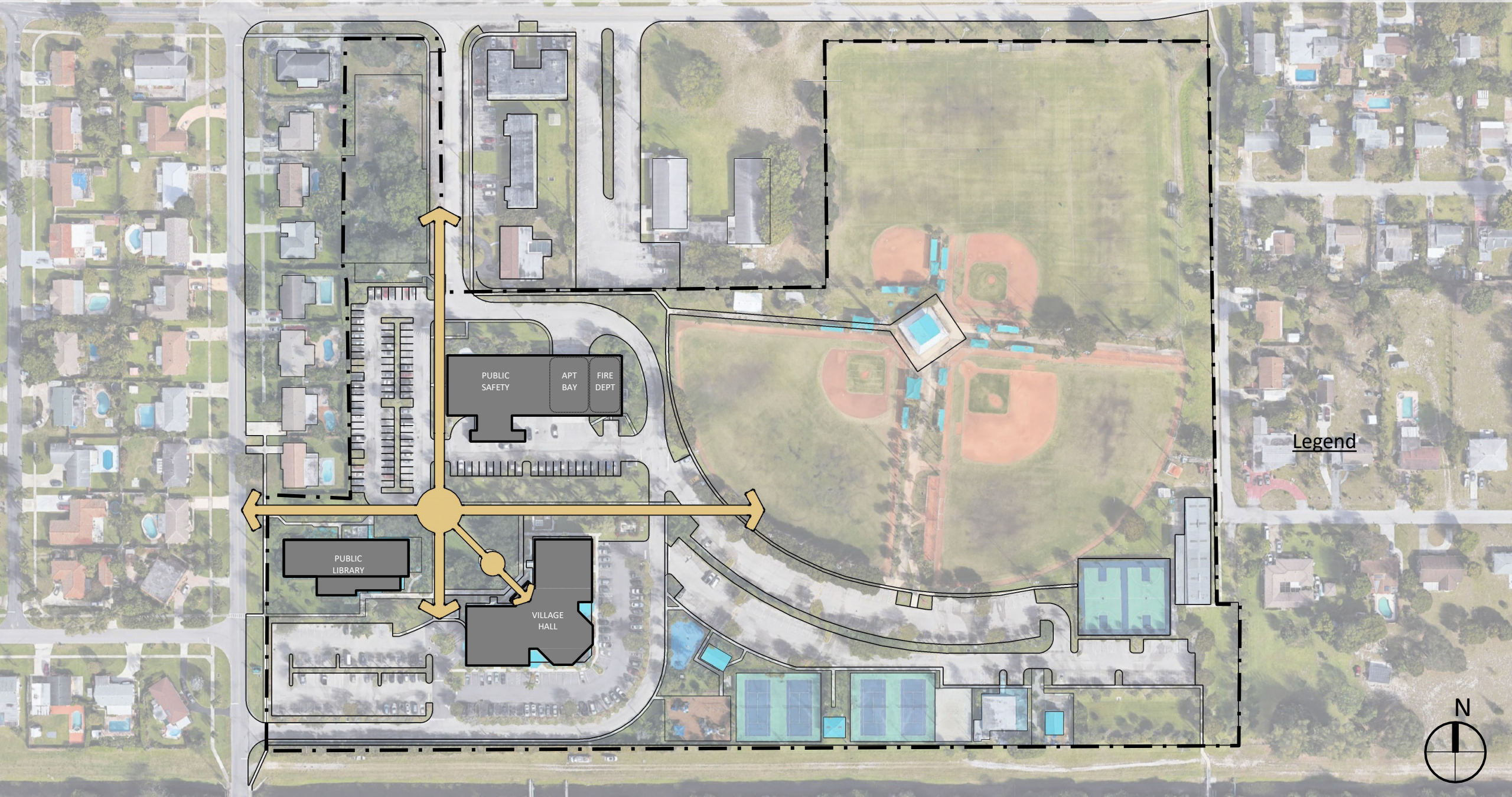
EXISTING FLOOR PLAN

DEPARTMENT LEGEND

- Administration
- Patrol Division
- Support Services Division
- Investigative Division / Professional Standards
- Evidence / Crime Lab
- Lobby / Lockers / Breakroom / MEP
- Training / Meeting
- Holding / Sallyport
- Fire Department



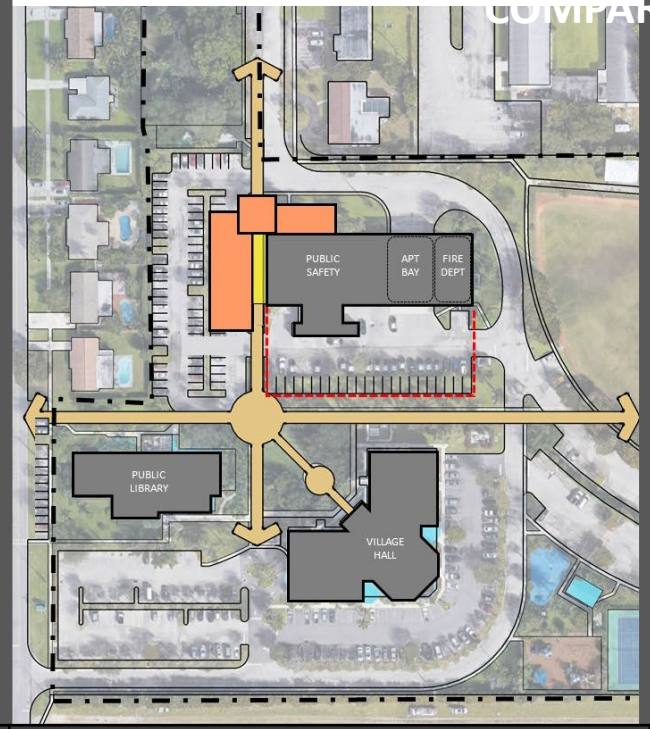
EXISTING SITE



SITE COMPARISON



Opt 1
South



Opt 2A
West - One-Story



Opt 2B
West - Two-Story



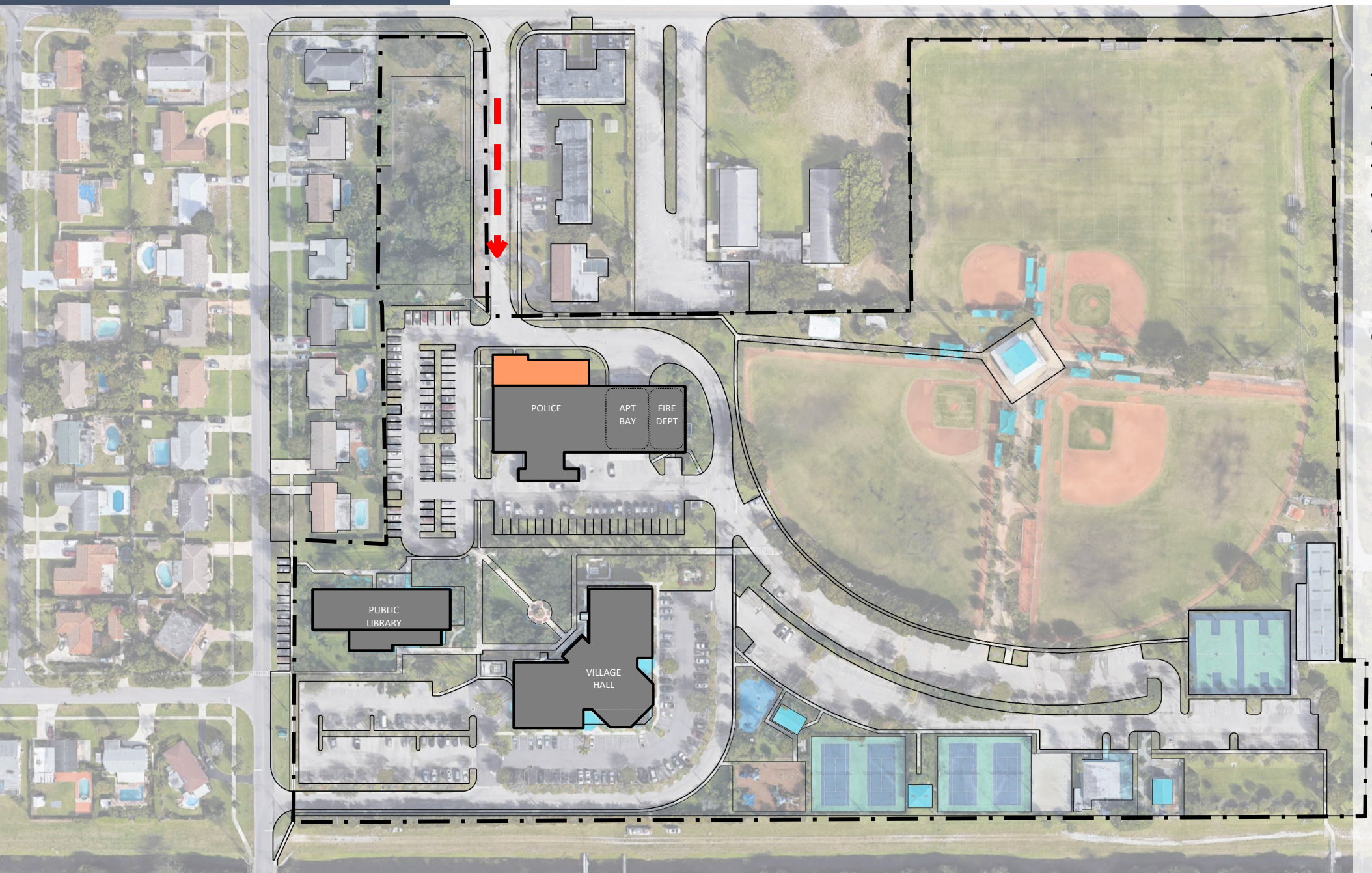
Opt 3
North/South

PROGRAMMING/CONCEPT STUDY
SONG + ASSOCIATES (UPDATED SEPTEMBER 2020)

- Proposed Expansion of 5,000 sf (Met Planned Budget)
- Includes Remodeling of Limited Existing Space (8,400 sf) to Increase Efficiency
- Conceptual Project Budget = $2,991,000

SITE CONCEPT

EXPANSION NORTH



PROJECT APPROACH

To achieve budget goals, the proposed expansion area has been limited to the available area that will not impact parking and site function.

Enhanced façade of new north-facing lobby element provides improved site presence.

Legend

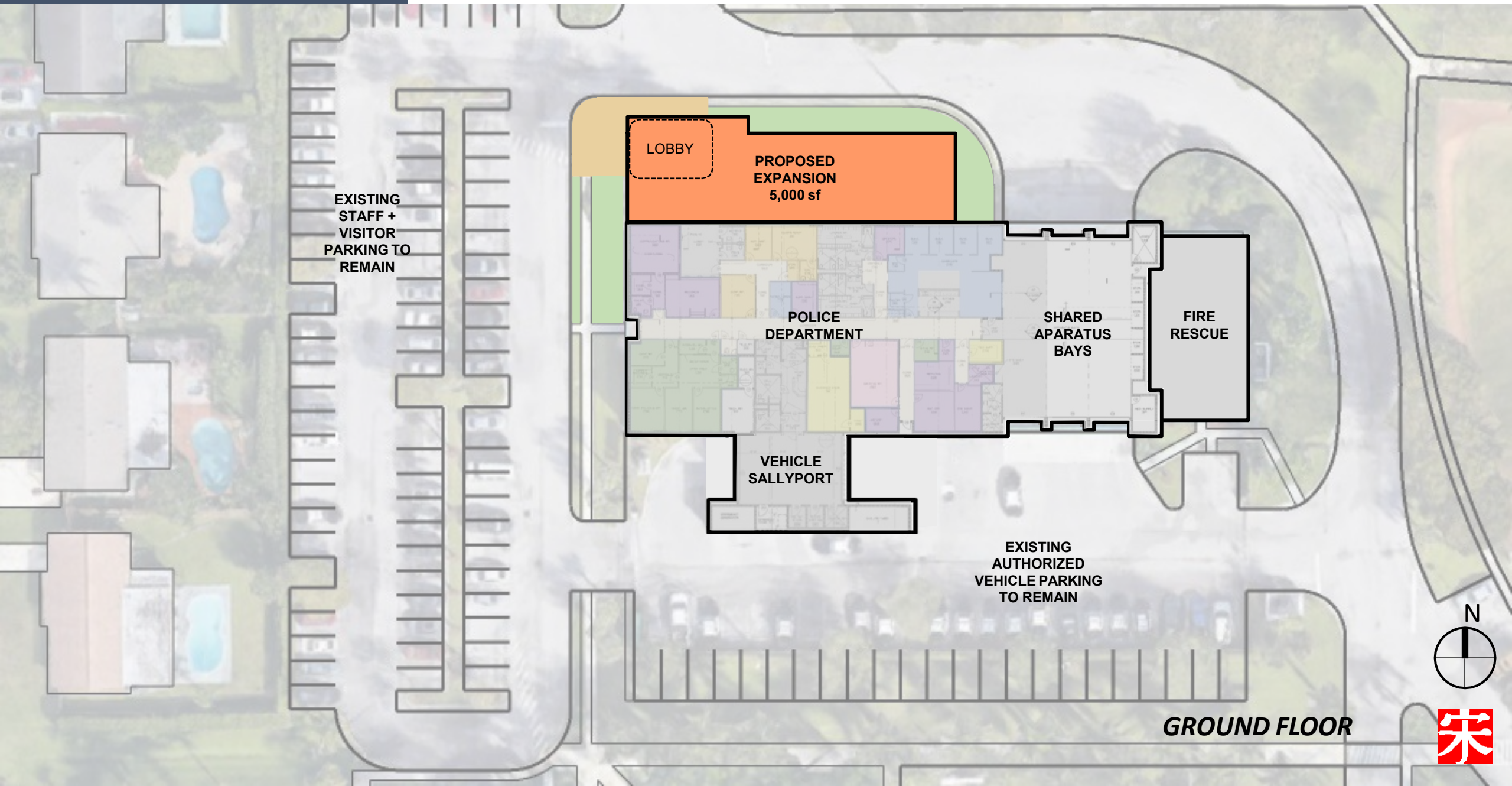
EXISTING BUILDING

PROPOSED EXPANSION
5,000 SF

N

SITE CONCEPT

EXPANSION NORTH



OPTIONS COMPARED TO GROWTH

- 3 OPTIONS:
  - 5,000 sf Addition w/Minimal Remodeling
  - 10,000 sf Addition w/Existing Building Remodeling
  - 14,000 sf Addition w/Existing Building Remodeling

CONCEPTUAL APPROACH STRATEGIES

Option #1 – Minor Addition

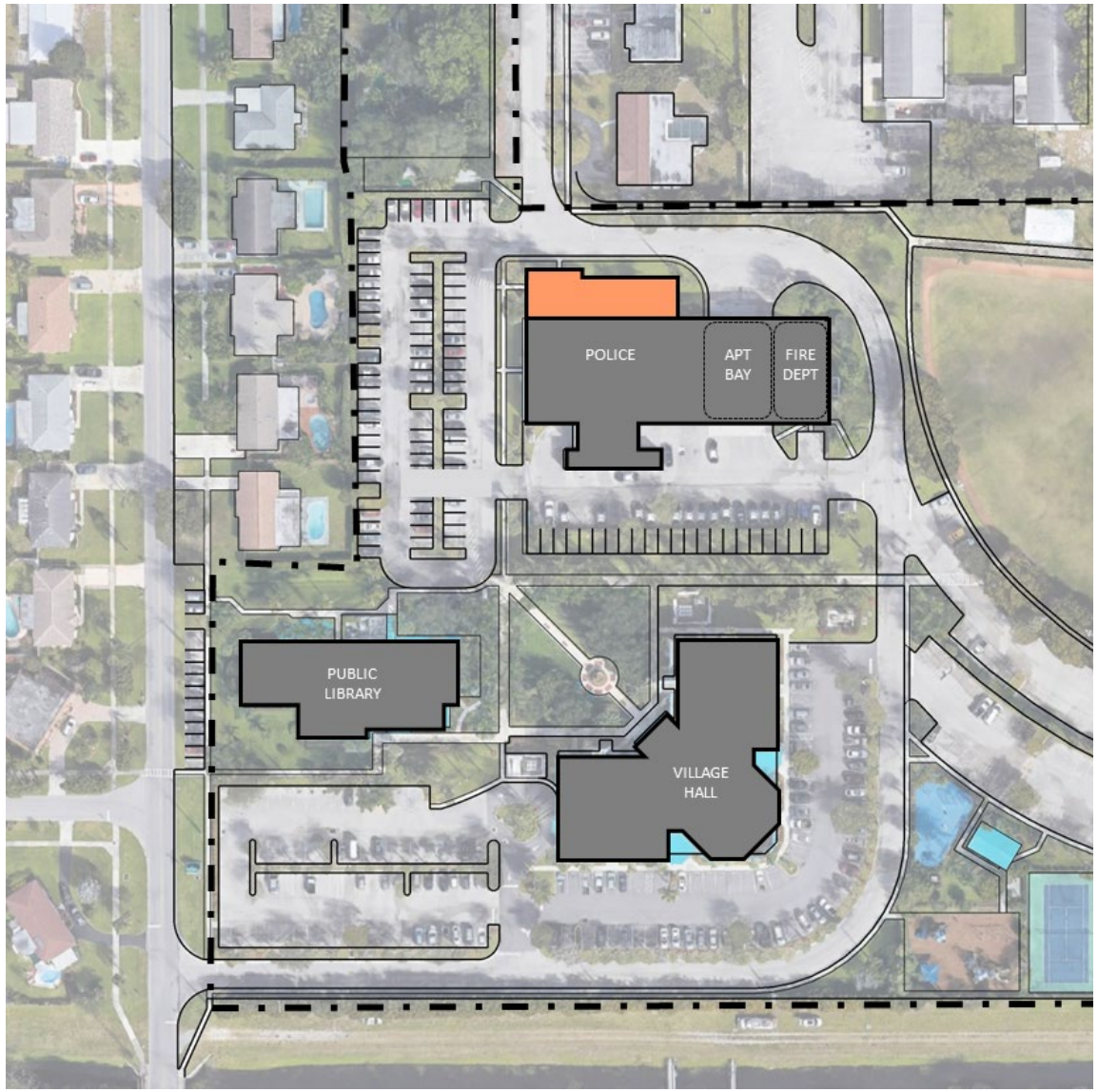
Minimal Remodeling Area

Addition Area:	5,000 sf
New Police Dept. Total:	19,000 sf

Space Shortage at Time of Completion:	**2,000 sf**
Space Shortage by 2030:	**5,000 sf**
Space Shortage by 2040:	**9,000 sf**

Conceptual Project Budget: $3,000,000

Note: Proposed conceptual budgets reflect total project budget including soft costs and contingency. This cost information is provided for comparison and project planning only.



Note: Proposed site diagram is conceptual for planning and budget purposes only. Actual design and configuration may vary.

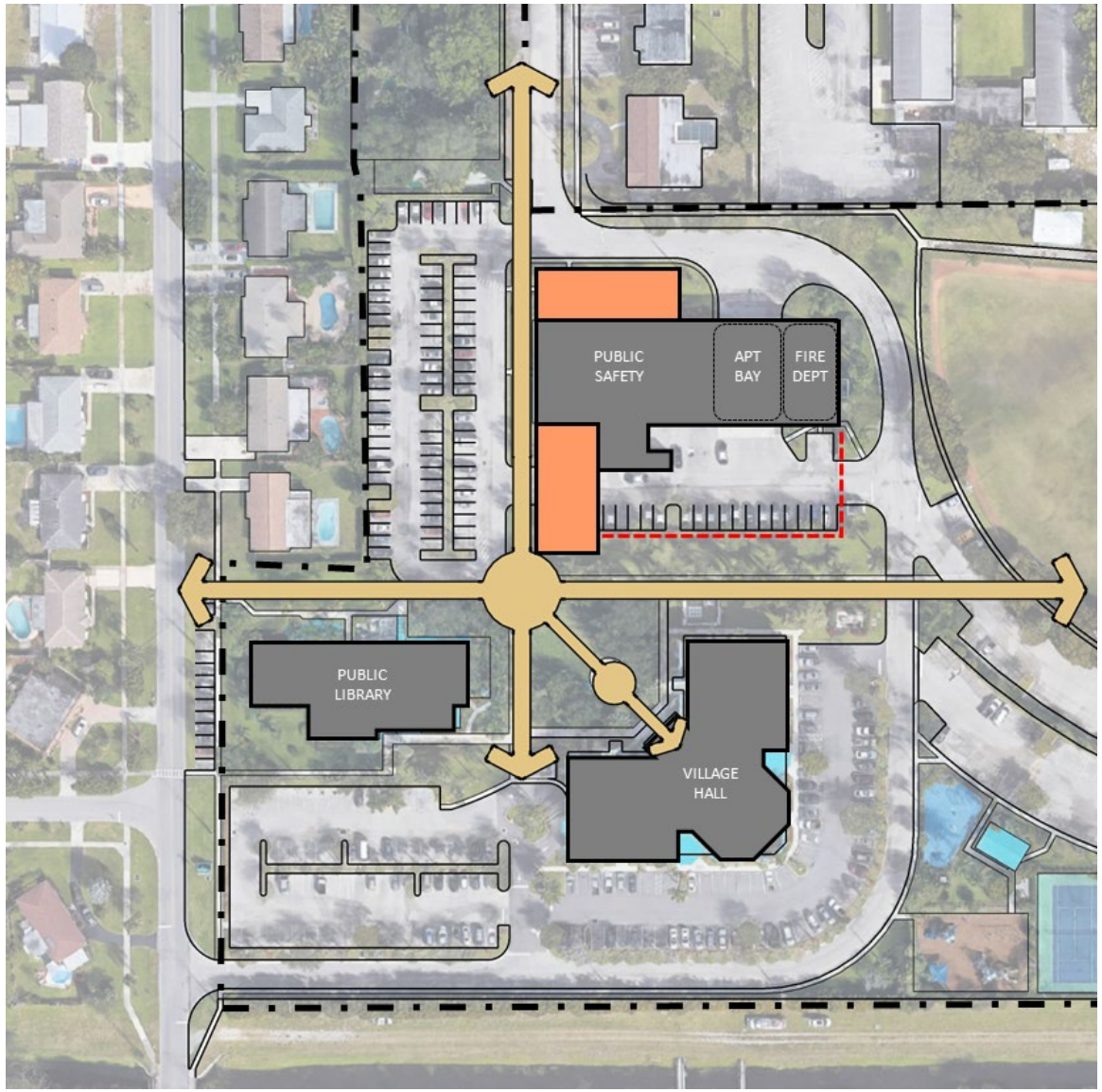
CONCEPTUAL APPROACH STRATEGIES

Option #2 – Single-Story Expansion

Existing Area (Minor Reno.)	7,800 sf
Remodeling Area:	6,200 sf
Addition Area:	10,000 sf
New Police Dept. Total:	24,000 sf

Space Shortage at Time of Completion:	0 sf
Space Shortage by 2030:	0 sf
Space Shortage by 2040:	**4,000 sf**
Conceptual Project Budget:	**$6,900,000**

Note: Proposed conceptual budgets reflect total project budget including soft costs and contingency. This cost information is provided for comparison and project planning only.



Note: Proposed site diagram is conceptual for planning and budget purposes only. Actual design and configuration may vary.

CONCEPTUAL APPROACH STRATEGIES

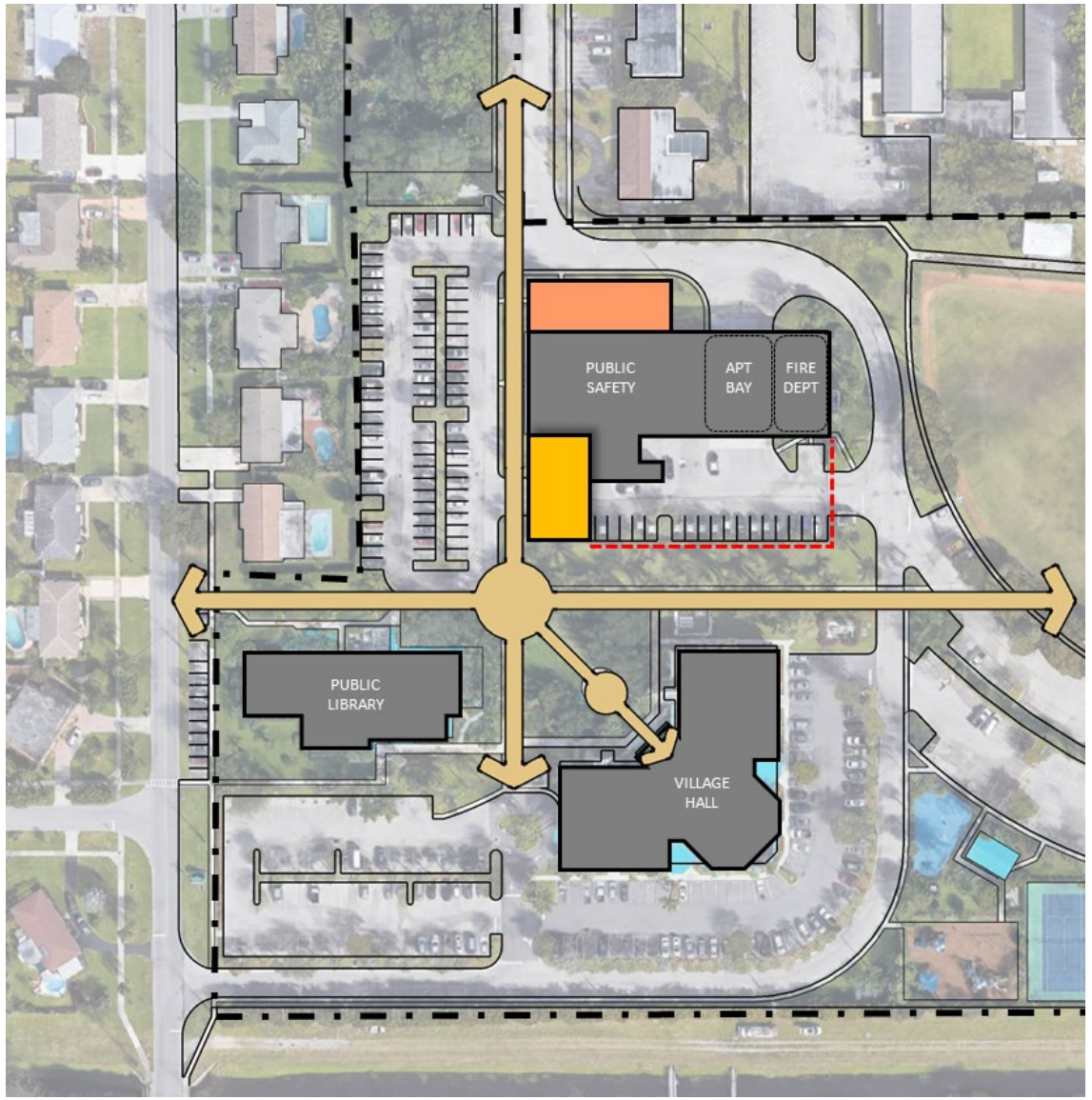
Option #3 – Expansion with 2nd Floor Unfinished Space

Existing Area (Minor Reno.)	7,800 sf
Remodeling Area:	6,200 sf
Addition Area:	14,000 sf
New Police Dept. Total:	28,000 sf

Adequate space through 2040 growth projection.

Conceptual Project Budget: $8,500,000

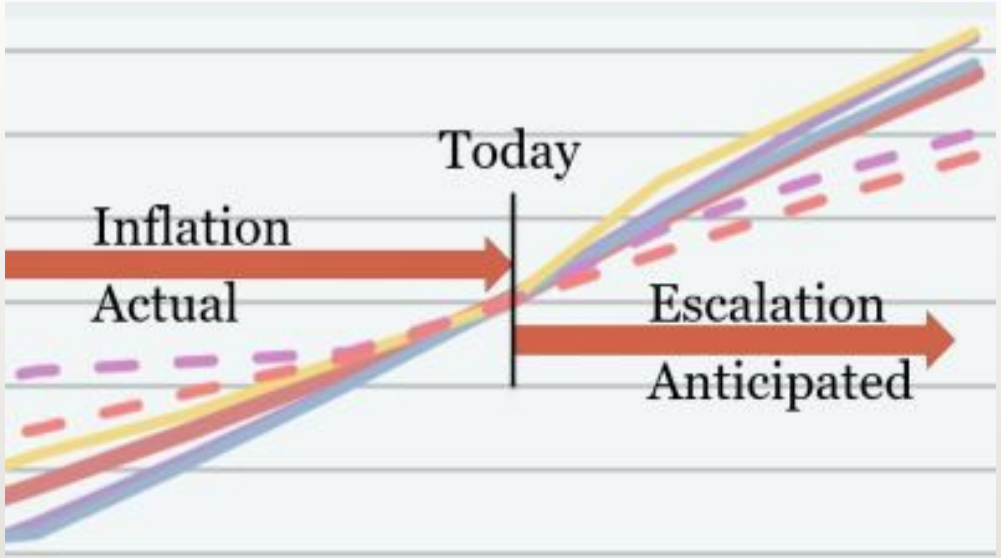
Note: Proposed conceptual budgets reflect total project budget including soft costs and contingency. This cost information is provided for comparison and project planning only.



Note: Proposed site diagram is conceptual for planning and budget purposes only. Actual design and configuration may vary.

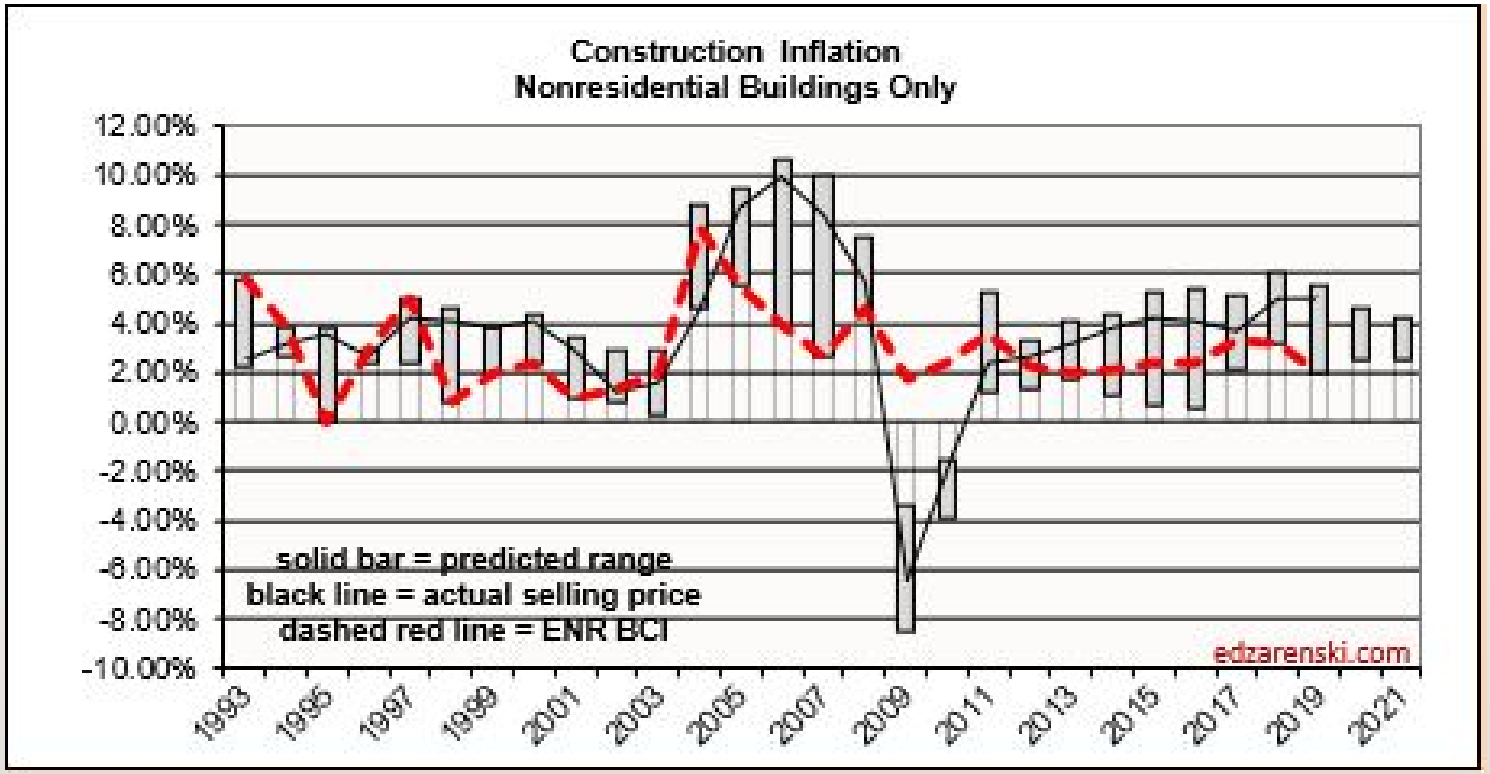
CONSTRUCTION COST ESCALATION

- **Inflation vs Escalation**



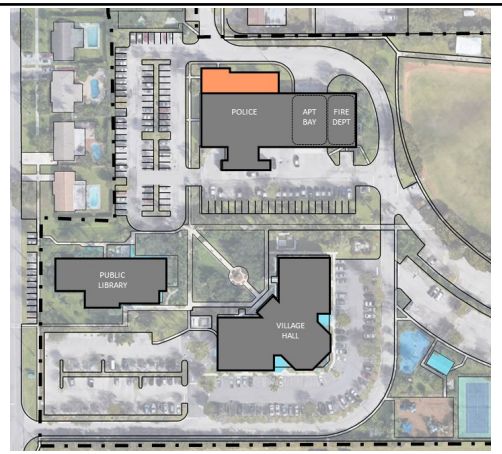
- Since 1993, the 25-year long-term annual construction inflation for non-residential buildings has **averaged 3.5%**, even when including the recessionary period 2007-2011.

CONSTRUCTION COST ESCALATION



20-Year Inflation History

OPTION COMPARISON







Advantages + Opportunities	Option #1 Minor Addition (5,000 sf)	Option #2 One-story Expansion (10,000 sf)	Option #3 Two-story Expansion (14,000 sf)
Maintains existing parking.	✓	✓	✓
Provides enhanced civic presence and welcoming entry from north.	✓	✓	✓
Improved, efficient environment for staff morale and officer retention.		✓	✓
Opportunity for Multi-purpose Community Meeting + Training Space.		✓	✓
Opportunity for Hardened EOC Space.		✓	✓
Provides adequate growth space through 20- year projection (2040).			✓

Conceptual Project Budget	$3,000,000	$6,900,000		$8,500,000	
		w/5-year Escalation	$8.2 M	w/5-year Escalation	$10 M
		w/10-year Escalation	$9.7 M	w/10-year Escalation	$12 M

Escalation projection is based on industry standard of 3.5% per year and subject to vary.

ADDITION OPTIONS

- 5,000 sf ($3 million)
- 5,000 sf w/option to add a second floor (+20%)
- 10,000 sf ($6.9 million)
- 10,000 sf w/option to add a second floor (+20%)
- 14,000 sf w/4,000 sf unfinished space
- 14,000 sf ($8.5 million)

FINANCING OPTIONS

- Building Hardening Grant
- Penny Sales Tax
- Bond
- Impact Fees
- General Fund Assigned Balance
- Other Grants

QUESTIONS/ COMMENTS?

APPENDIX

ADG SPATIAL NEEDS ANALYSIS (5/9/00)

Program/ Space Needs Analysis

5. Public Safety Facility: Summary

General Notes

Space Designation		Space Requirements (square feet)			
No.	**Space Function**	Existing Area	Phase I **YEAR : 2000**	Phase II **YEAR : 2005**	Phase III **YEAR: 2015**
5.1	Public Access Areas		**643**	748	**1,034**
5.2	Administrative Area: Office of the Chief		**1,248**	**1,560**	**1,924**
5.3	Patrol Operations: Investigations		**686**	**1,362**	**2,142**
5.4	Patrol Operations: Patrol Functions		**1,430**	**1,664**	**2,314**
5.5	Patrol Operations: COP/Community Service/Code Enforcement		**494**	**832**	**1,482**

Program/ Space Needs Analysis

5. Public Safety Facility: Summary

General Notes

Space Designation		Space Requirements (square feet)			
No.	**Space Function**	Existing Area	Phase I **YEAR: 2000**	Phase II **YEAR : 2005**	Phase III **YEAR: 2015**
5.6	Support Services: Fire/EMS		**260**	**572**	**1,196**
5.7	Support Services: Records		**468**	**1,014**	**1,638**
5.8	Support Services: Communications		**533**	**533**	**1,404**
5.9	Intake/Booking		**1,540**	**1,787**	**2,756**
5.10	Apdaratus Areas/EMS an Functional Areas		**5,901**	**6,746**	**8,621**

Program/ Space Needs Analysis

5. Public Safety Facility: Summary

General Notes

Space Designation		Space Requirements (square feet)			
No.	**Space Function**	Existing Area	Phase I **YEAR: 2000**	Phase II **YEAR: 2005**	Phase III **YEAR: 2015**
5.11	Facility Service Areas		**3,432**	**5,252**	**9,022**
5.12	Facility Functional Areas (Physical Plant)		672	816	1,536
5.13	**Totals**	**6,400±**	**17,307**	**22,886**	**35,069**

ADG FACILITY EXPANSION FEASIBILITY STUDY (JUNE 2018)

Program / Spatial Needs Assessment

Executive Summary

Village of Palm Springs Police Department
Palm Springs, Florida
ADG Project Number: 1003-17

General Notes

Space Designation		Space Requirements (square feet)		
No.	**Space Function**	**YEAR 2019**	**YEAR 2029**	**YEAR 2039**
1.0	Administration	1,314	1,514	1,514
2.0	Training	2,086	2,086	2,086
3.0	Shared Spaces	2,029	2,029	2,029
	Total	**5,429**	**5,629**	**5,629**

Architects Design Group
AAC001197

Architects and Planners

I.S.K. Reeves V, FAIA
Chief Executive Officer

Ian A. Reeves, AIA
President

Susan Gantt, AIA, LEED AP
Senior Vice President

Rodney McManus, LEED AP
Vice President

Winter Park, Florida:
333 North Knowles Avenue
Winter Park, Florida 32789
Tel: 407.647.1706

Dallas, Texas:
4131 North Central Expressway
Suite 200
Dallas, Texas 75204
Tel: 469.458.3438

email: adg@adgusa.org
www.adgusa.org

June 18, 2018

Mr. Tom Ceccarelli
Chief of Police
Palm Springs, Florida

RE: Village of Palm Springs Police Department
Spatial Needs Assessment Report
ADG Project No. 1003-17/1.3

Dear Chief Ceccarelli,

Architects Design Group (ADG) is pleased to submit the Spatial Needs Assessment Report for the expansion of the current Village of Palm Springs Police Department facility. This report includes the building expansion program requirements, space standard layouts of the proposed areas, and three (3) alternative development options:

- **Option A** – a new 5,750 SF expansion to the existing facility, located over the existing west public parking area.
- **Option B** – A new 5,760 SF, two-story (2,880 SF each floor) located at the north side of the existing facility. This option will include the expansion of the lobby in the current facility.
- **Option C** – A new 8,930 SF, one story, elevated facility over the existing south secured parking lot.

These development options are preliminary and could be further developed upon the request of the Village of Palm Springs.

The Spatial Needs Assessment included in this report outlines the spatial requirements of the current Police Department Administration and Training Area(s) expansion, for the present need and the needs for 2029 and 2039.

Village of Palm Springs Police Department
Spatial Needs Assessment Report
ADG Project No. 1003-17/1.3

The alternative development options presented in this report have the following characteristics:

1. **Option A – New Elevated Structure Over the West Parking Area:**
    a) Expansion of the existing facility (approximately 5,750 SF), creating an elevated structure over the west public parking area.
    b) The structure supporting the addition will be designed to integrate with the current vehicle circulation requirements of this area - will include two new stair towers.
    c) Additional parking is proposed to be added at the east side of the site.

2. **Option B – New Two-Story Addition at the North Side of the Existing Facility:**
    a) Two-story, 5,760 SF expansion of the existing facility (approximately 2,880 SF each floor) adjacent to the main entry of the existing facility. The first floor will be for Training use, with a second level addition for Administration Areas.
    b) The existing lobby will be expanded and the entry canopy relocated as part of this option.
    c) Additional parking has been added at the east side of the site.

1. **Option C – New Elevated Structure Over the Existing South Secured Parking Area:**
    a) One-story, 8,900 SF addition over the existing south secured parking area. This option would require additional structure at the first level to support the new addition and shall be designed to work with the maneuvering of the apparatus and police vehicles accessing the area.
    b) This option would include the entire added program, as well as potential future expansion (shell areas).
    c) Additional parking has been added at the east side of the site.

POLICE DEPARTMENT BUILDING EXPANSION - EXECUTIVE BRIEF

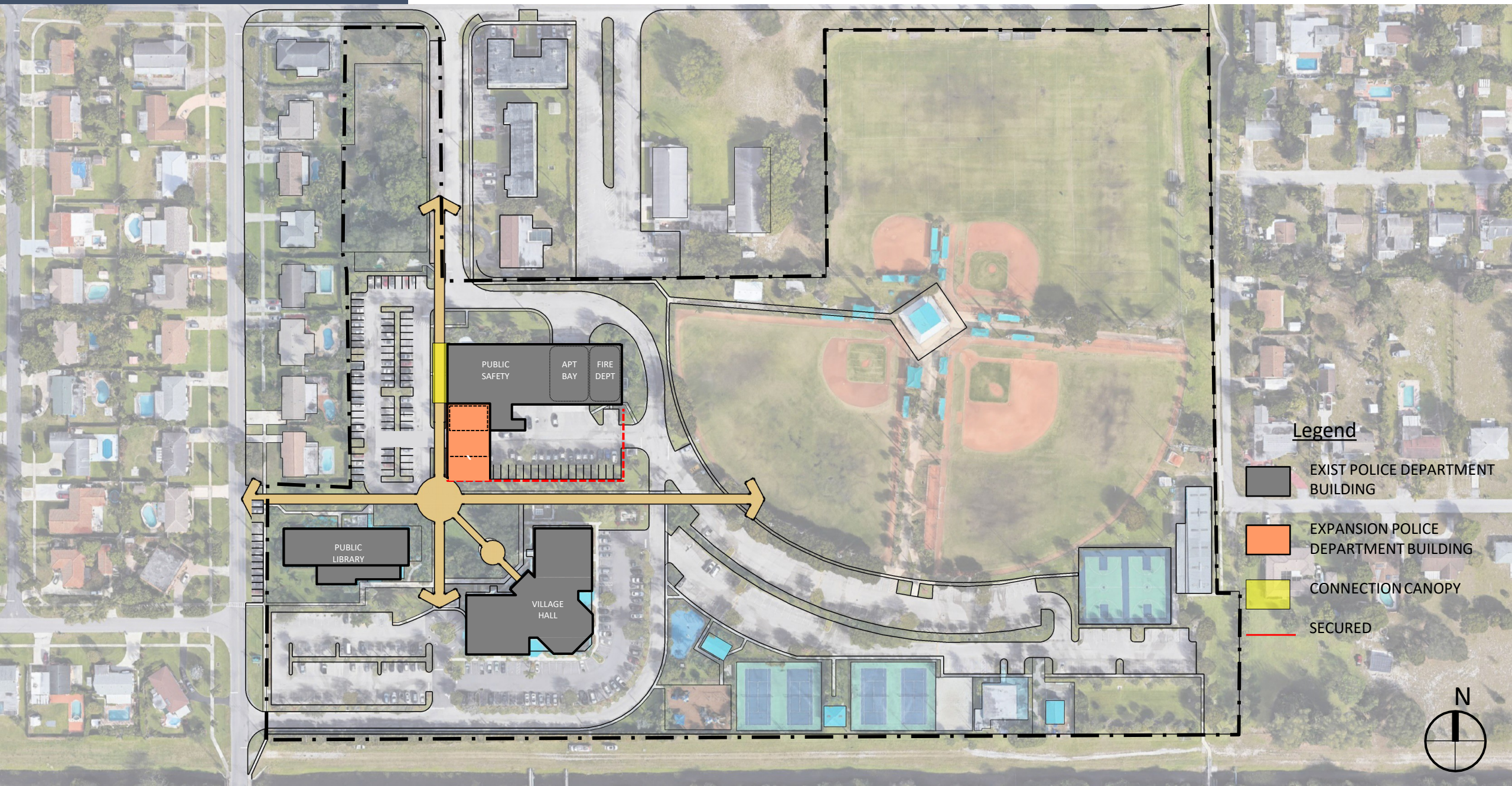
On April 11, 2019, the Village issued a Request for Qualifications (RFQ) for Architectural and Engineering Design Services (RFQ 2019R-002) for the proposed Police Department Building Expansion project. The purpose of this RFQ was to select a qualified company to provide the Village with architectural and engineering design services to enable the existing PD building to be renovated/expanded to better support our staffing and operational needs due to an increase in the total number of Police Department staff as a result of annexation and growth within our community.

As a result, the Village Council selected Song & Associates to provide the Village with design, engineering, bidding and construction services for the proposed Police Department building expansion project.

SONG + ASSOCIATES PROGRAMMING AND CONCEPT STUDY (JUNE 2020)

SITE CONCEPT | OPTION 1

EXPANSION SOUTH



SITE CONCEPT | OPTION 1

EXPANSION SOUTH



Proposed Expansion
Two-Story, 9,600 sf

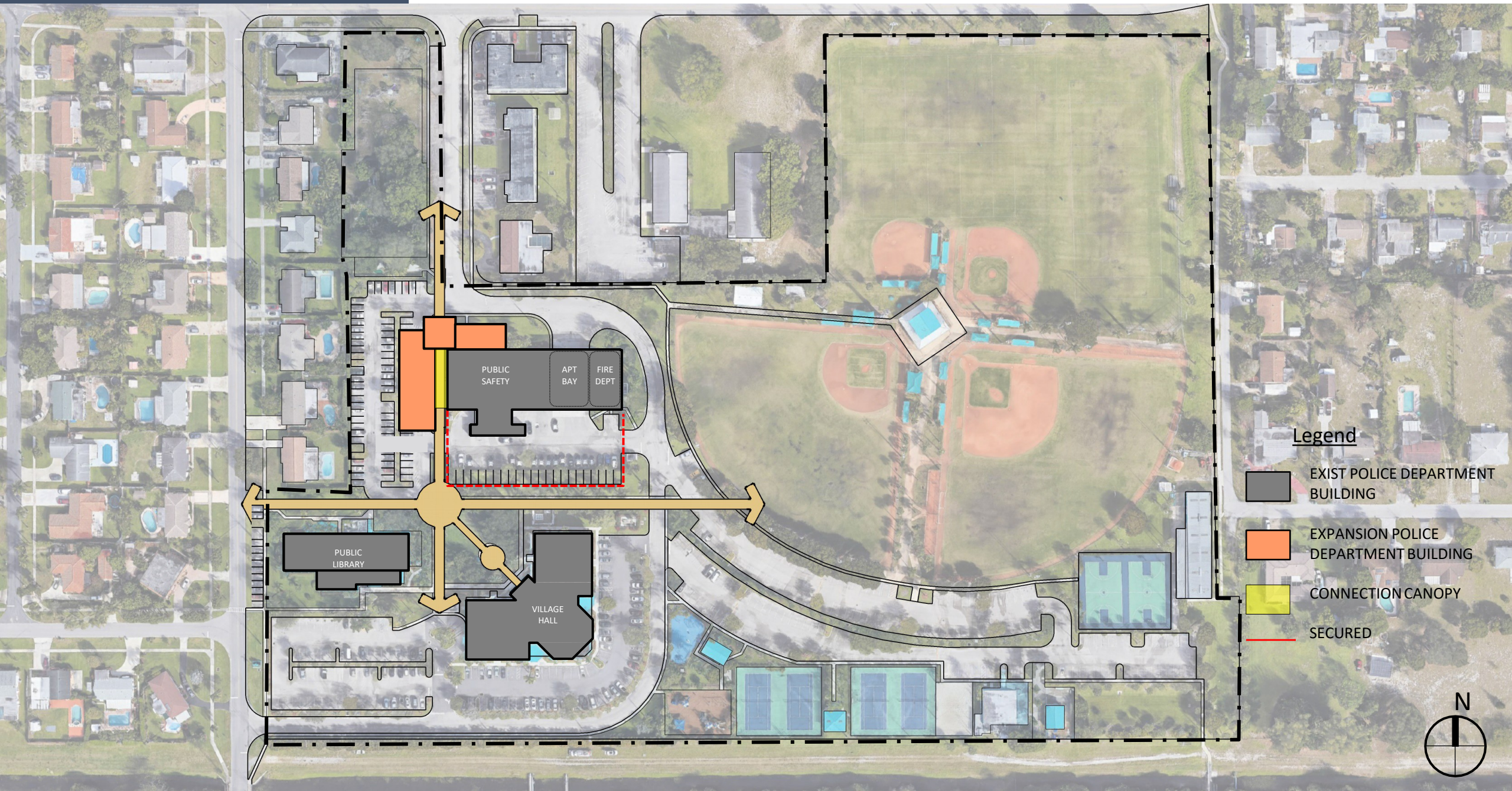
Parking

Spaces lost:	5
New Spaces:	0
Net Loss:	5

N

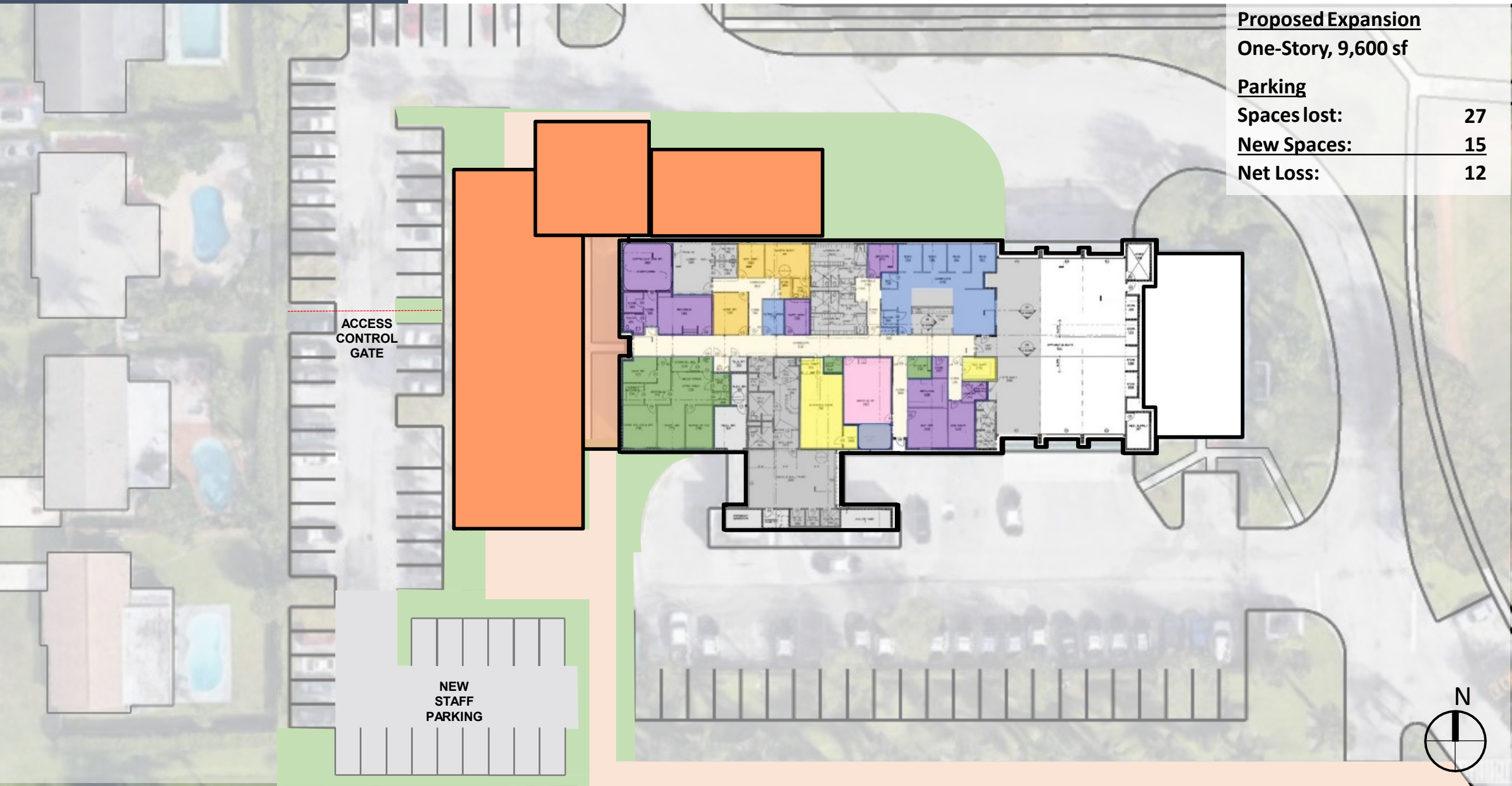
SITE CONCEPT | OPTION 2A

EXPANSION WEST – ONE-STORY



SITE CONCEPT | OPTION 2A

EXPANSION WEST – ONE-STORY



Proposed Expansion

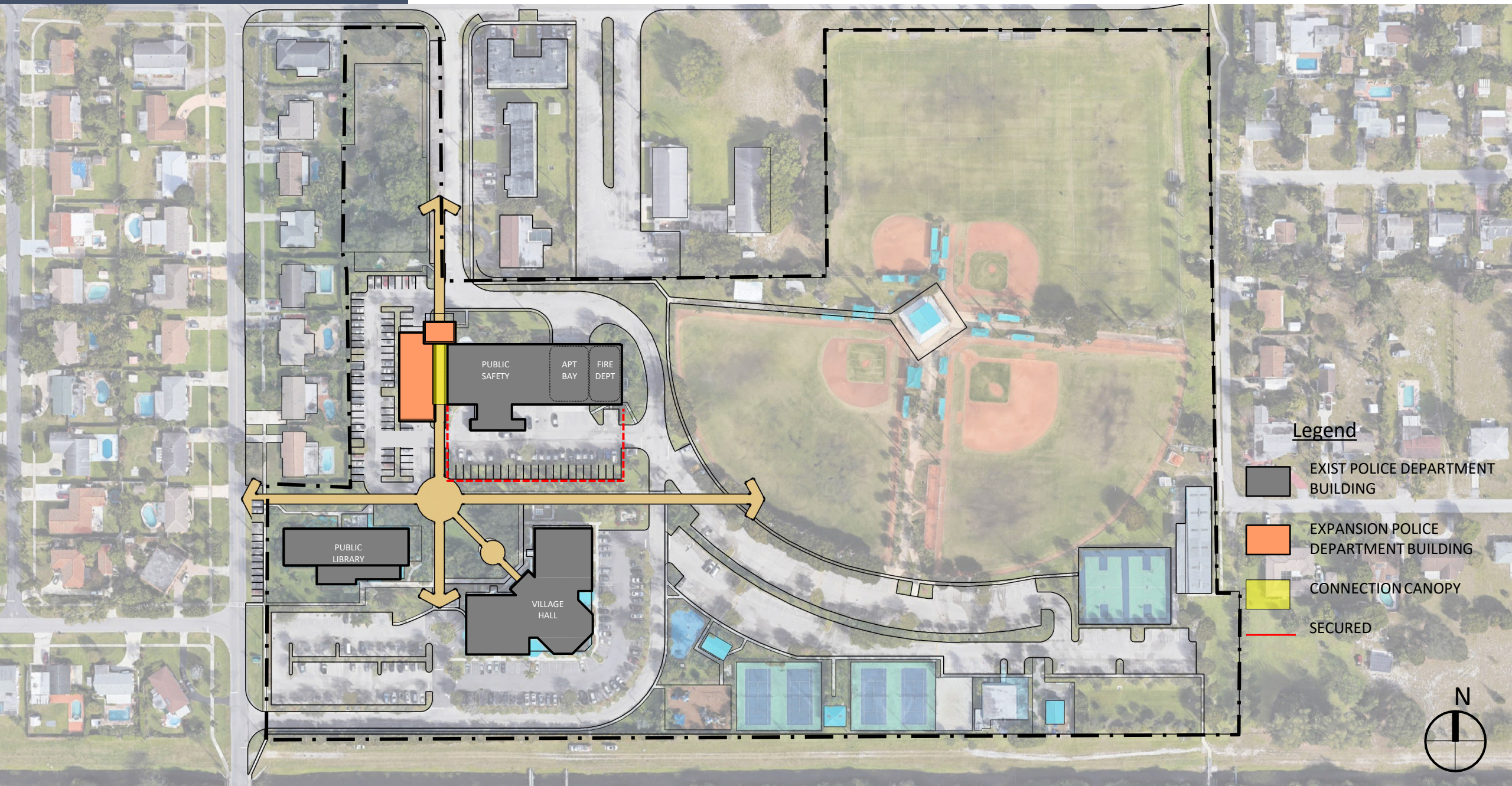
One-Story, 9,600 sf

Parking

Spaces lost:	27
New Spaces:	15
Net Loss:	12

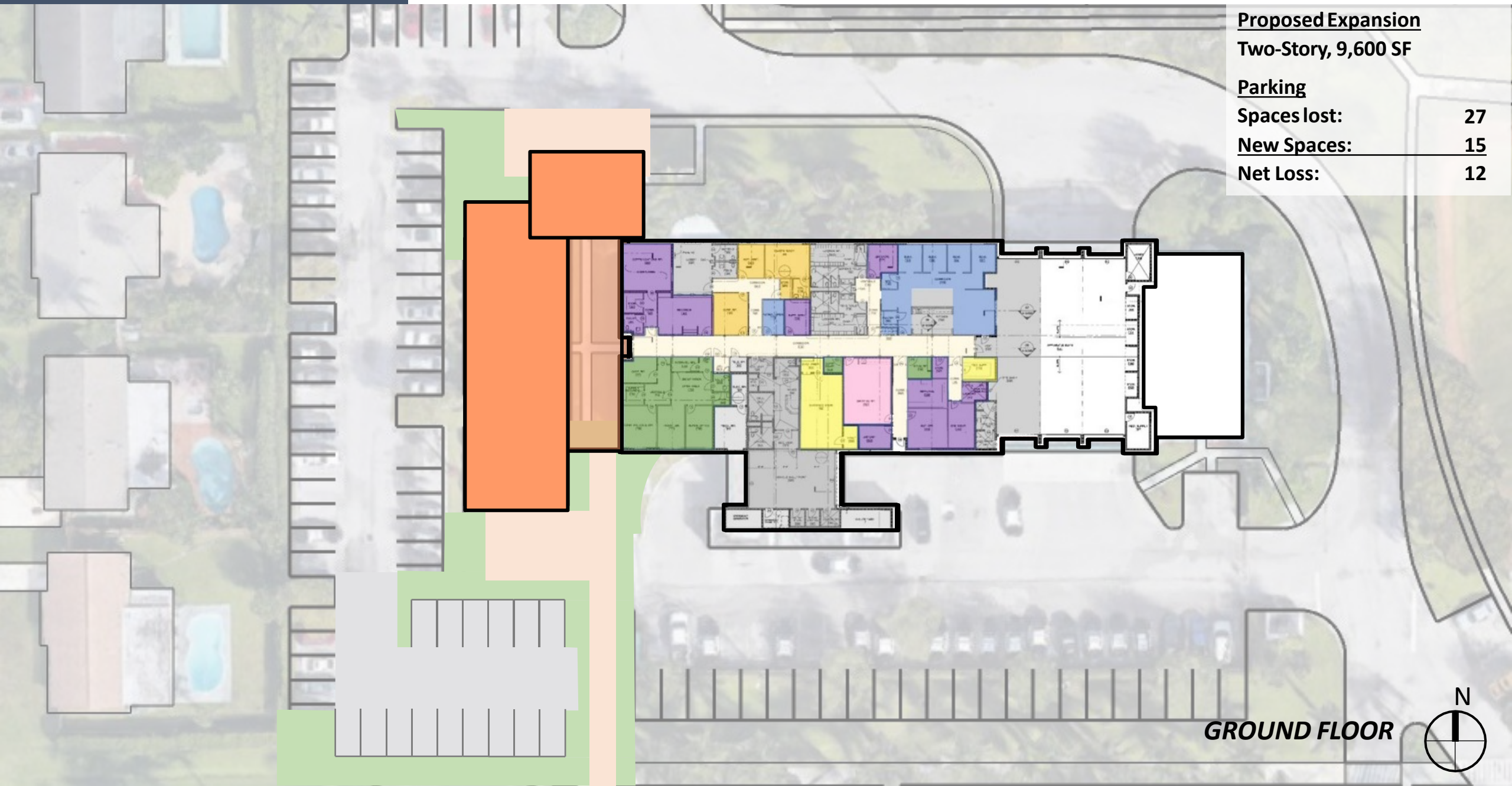
SITE CONCEPT | OPTION 2B

EXPANSION WEST – TWO-STORY



SITE CONCEPT | OPTION 2B

EXPANSION WEST – TWO-STORY



Proposed Expansion

Two-Story, 9,600 SF

Parking

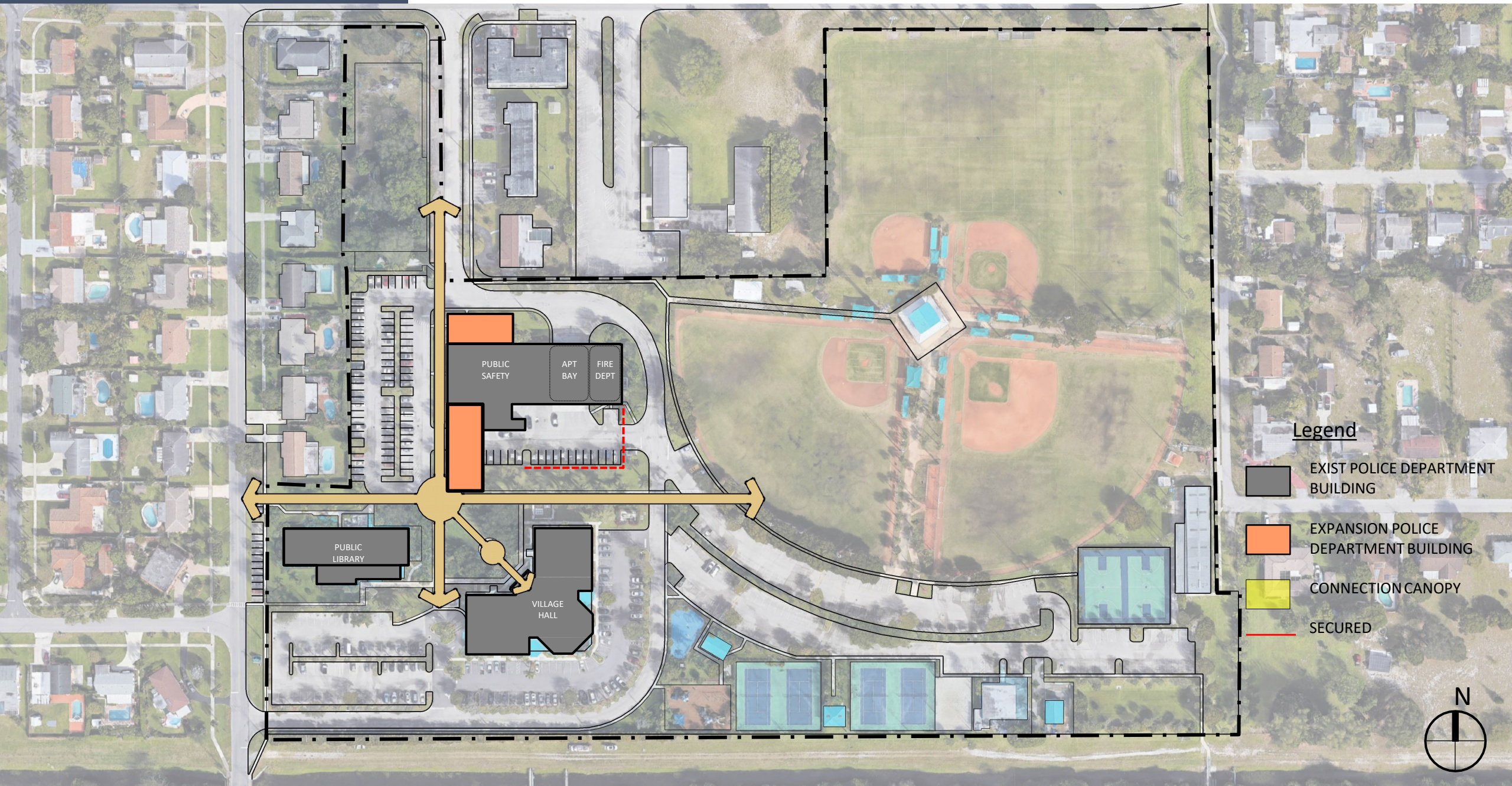
Spaces lost:	27
New Spaces:	15
Net Loss:	12

GROUND FLOOR

N

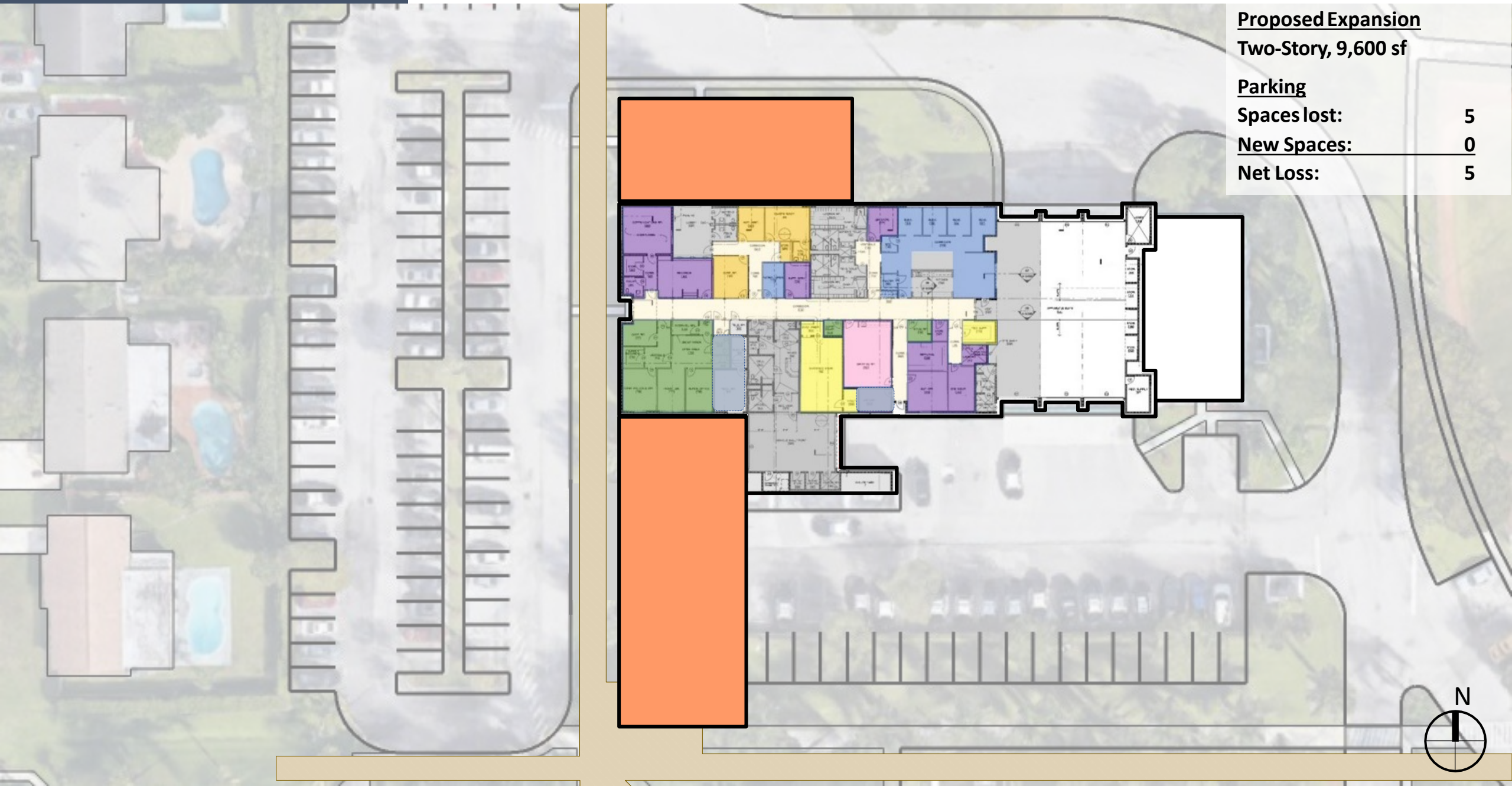
SITE CONCEPT | OPTION 3

EXPANSION NORTH + SOUTH



SITE CONCEPT | OPTION 3

EXPANSION NORTH + SOUTH



CONCEPTUAL BUDGET SUMMARY

Base Program Total: 23,513 sf

Remodeling: 13,946 sf

New Construction: 9,600 sf

Project Cost $ 6,140,000

Site Work Cost $ 330,000

Conceptual Project Budget **$ 6,470,000**

(includes soft costs and contingency)

Existing Building Hardening

Estimated Project Cost $ 478,000

(full building including fire dept. includes soft costs and contingency)

Total Conceptual Project Budget $ 6,950,000

	Conceptual Cost Estimate		
	cost/sf	sf	Total
Existing Building Remodeling	$90	13,946	1,255,140
New Construction	$300	9,600	2,880,000
Construction Cost Subtotal			**4,135,140**
Soft Cost (35%) *(All owner cost including but not limited to furniture, fixtures, equipment, professional fees, permit + agency fees.)*			1,447,299
Project Contingency (10%)			558,244
Base Project Cost			**6,140,683**
Site Work (Civil, parking improvements, pathways, landscape)			250,000
Soft Cost (20%) *(All owner cost including but not limited to professional fees, permit agency fees, surveys, geotechnical, reports.)*			50,000
Project Contingency (10%)			30,000
Site Work Cost Subtotal			**330,000**
Conceptual Project Cost Estimate			**6,470,683**
Existing Building Hardening			
Window/Door Replacement	$120	1,354	162,480
Bay Door Replacement (6)			200,000
Construction Cost Subtotal			**362,480**
Soft Cost (20%)			72,496
Project Contingency (10%)			43,498
Hardening Project Cost			**478,474**
Total Conceptual Project Budget			**6,949,157**

Disclaimer: Cost estimate is based on current industry trends for square footage-based conceptual cost estimating. Costs do not include escalation. This cost information is provided for comparison and project planning only. Further design development is required for accurate budget development.

SONG + ASSOCIATES PROGRAMMING AND CONCEPT STUDY (SEPTEMBER 2020)

CONCEPTUAL BUDGET SUMMARY

Remodeling:	8,400 sf
New Construction:	5,000 sf
Construction Cost	**$ 2,191,000**
Soft/Contingency	$ 800,000
Conceptual Project Budget	**$ 2,991,000**

Existing Building Hardening

Estimated Project Cost $ 300,000

(includes fire dept. area, apparatus bay doors, soft costs and contingency)

Please note that grants may be available for hardening of critical public safety facilities.

	Conceptual Cost Estimate		
	cost/sf	sf	Total
Existing Building Remodeling	$90	8,400	756,000
New Construction	$275	5,000	1,375,000
Site Work (pathways and landscape only; civil work not included)			60,000
Construction Cost Subtotal			**2,191,000**
Soft Cost (30%) *(All owner cost including but not limited to furniture, fixtures, equipment, professional fees, permit + agency fees.)*			657,000
Project Contingency (5%)			143,000
Conceptual Project Budget			**2,991,000**

Existing Building Hardening			
Window/Door Replacement	$120	400	48,000
Bay Door Replacement (6)			200,000
Construction Cost Subtotal			**248,000**
Soft Cost (15%)			37,200
Project Contingency (5%)			14,800
Hardening Project Cost			**300,000**

Disclaimer: Cost estimate is based on current industry trends for square footage-based conceptual cost estimating. Costs do not include escalation. This cost information is provided for comparison and project planning only. Further design development is required for accurate budget development.

OPTIONS COMPARED TO GROWTH

- 3 OPTIONS:
  - 5,000 sq. ft Addition
  - 10,000 sq. ft. Addition w/Existing Building Remodeling
  - 14,000 sq. ft. Addition w/Existing Building Remodeling

CONCEPTUAL PROJECT BUDGET

Conceptual Budget Breakdown by Option	Option #1 Minor Addition/Renovation (Total of 19,000 sf)			Option #2 Single-Story Expansion (Total of 24,000 sf)			Option #3 Expansion w/ 2nd Floor Shell Space (Total of 28,000 sf)		
	cost/sf	sf	Total	cost/sf	sf	Total	cost/sf	sf	Total
Existing Building Remodeling	$90	6,200	558,000	$125	6,200	775,000	$125	6,200	775,000
New Construction North	$318	5,000	1,590,000	$318	5,000	1,590,000	$318	5,000	1,590,000
New Construction South				$415	5,000	2,075,000	$353	9,000	3,177,000
Construction Cost Subtotal			**2,148,000**			**4,440,000**			**5,542,000**
Soft Cost (30-35%) *(All owner cost including but not limited to furniture, fixtures, equipment, professional fees, permit + agency fees.)*			644,400			1,554,000			1,939,700
Project Contingency (5-10%)			139,620			599,400			748,170
Base Project Cost Subtotal			**2,932,020**			**6,593,400**			**8,229,870**
Site Work (Civil, parking improvements, pathways, landscape)			60,000			200,000			200,000
Soft Cost (20-25%) *(All owner cost including but not limited to professional fees, permit agency fees, surveys, geotechnical, reports.)*			12,000			40,000			40,000
Project Contingency (5-10%)			3,600			24,000			24,000
Site Work Cost Subtotal			**75,600**			**264,000**			**264,000**
Conceptual Project Cost Estimate - Option #1			**$3,000,000**	**Option #2**		**$6,900,000**	**Option #3**		**$8,500,000**
				5-year Escalation		**$8.2 M**	**5-year Escalation**		**$10 M**
				10-year Escalation		**$9.7 M**	**10-year Escalation**		**$12 M**

Disclaimer: Cost estimate is based on current industry trends for square footage-based conceptual cost estimating. Base costs do not include escalation. This cost information is provided for comparison and project planning only. Further design development is required for accurate budget development. Escalation projection is based on industry standard of 3.5% per year and subject to vary.

IMPACT FEE FUNDING

Law Enforcement

Calculated Law Enforcement Impact Fee

Land Use	Impact Unit	Fn Residents per Unit	Calculated Fee	Adopted Fee	% Change
Single Family (2,000 sq ft)	du	2.10	**$302**	$132	129%
Multi-Family (1,300 sq ft)	du	1.39	**$200**	$44	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%

Village of Palm Springs

Executive Brief

AGENDA DATE: June 10, 2021

DEPARTMENT: Administration

ITEM 10.2: Discussion - American Rescue Plan (ARP) Act - Update & Options

SUMMARY:

The Finance Department will provide the Village Council with an update on the anticipated American Rescue Plan (ARP) federal dollars that are expected to be provided to the Village as well as options regarding the eligible uses for these funds and will seek direction how to utilize this proposed funding.

FISCAL IMPACT:

ATTACHMENTS:

American Rescue Plan Presentation
List of Requested Projects from Department Heads

AMERICAN RESCUE PLAN ACT ARP

OVERVIEW



- The American Rescue Plan Act (ARP) is a $1.9 trillion economic stimulus bill, that includes $350 billion dollars for state, tribes, territories & counties, and local government to help with the COVID impact in our communities.
- For non-entitlement Units of Local Governments-NEUs, (municipalities with less than 50K residents) funds will be allocated and distributed by the State, based on the latest Census population.
- Funds will be distributed in two payments, 50% will be distributed upon initial certification and the second 50% will be delivered approximately 12 months later.

ESTIMATED ALLOCATION

The State is now required to allocate and distribute the Local Fiscal Recovery Funds payment received from the Treasury to each NEU in the State.

The allocation is based on the proportion of the population(most recent data available from Census Bureau) in the NEU as a share of the total population of all NEUs in the State

$$\frac{\textit{Total Population of Palm Springs}\ (25{,}216)}{\textit{Total Population of all eligible NEUs in Florida}\ (2{,}828{,}035)} \times \textit{Aggregate Florida NEU payment}\ (\$1{,}416{,}425{,}123)$$

Estimated Allocation for Palm Springs = $12,629,467

TIMELINE



01/27/2020	Declaration of the public health crisis.
03/03/2021	Beginning of the Recovery Fund “Covered Period”.
03/11/2021	President Biden signed the American Rescue Plan Act.
05/11/2021	Department of the Treasury is required to start payments of first tranches to States, counties, and Metropolitan cities within 60 days of submitting their certification of need. States would have 30 days to disburse the funds to Non-Entitlement Units with a potential for up to three 30 days extensions.

(*Continue on next page)*

TIMELINE



10/31/2021	Deadline to submit first *Quarterly Project and Expenditure Report* for funds spent as of 09/30/2021
12/31/2024	Recovery funds must be obligated (Not incurred).
12/31/2026	Recovery funds must be spent and all work/performance must be completed.

ELIGIBLE USES

- To respond to the pandemic or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries.
- For premium pay to eligible workers performing essential work (as determined by each recipient government) during the pandemic, providing up to $13 per hour above regular wages.
- For the provision of government services to the extent of the reduction in revenue due to the pandemic (relative to revenues collected in the most recent full fiscal year prior to the emergency).
- To make necessary investments in water, sewer, or broadband infrastructure.

INELIGIBLE USES



- Net reduction in Tax revenue resulting from changes in law, regulation or interpretation. (If a governmental entity has a reduction in net tax revenue, they must demonstrate how they paid for the tax cuts form sources other than Corona Virus Recovery Funds)
- Deposits into Pension funds
- Funding debt service, legal settlements per judgments
- Deposits to rainy day funds or financial reserves

LOSS OF REVENUE



Recipients will compute the extent of the reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have been expected to occur in the absence of the pandemic.

- *Base Year Revenue-2019:* $21,891,072
- *Growth Adjustment, based on the average of last three years*: 10.5%
- *Estimated Revenue Loss on Calendar year 2020*(*): $3,096,948

(*) *Treasury will later determine if Fiscal year should be use instead*

REQUEST PROJECTS FROM DEPARTMENT HEADS

- Datacenter improvements (cooling, security, fire suppression)
- Additional storage, servers and licensing infrastructure.
- Firewalls, routers, load balancers and switches to increase network capacity and for infrastructure improvements.
- Centralized project management software to support infrastructure projects.
- Cyber security hardware and services.
- Fiber optic infrastructure to connect Village buildings and parks throughout the Village.
- Expansion and upgrade of access control systems throughout the Village.

(*Continue on next page)*

REQUEST PROJECTS FROM DEPARTMENT HEADS

- Migration of servers and resources to Infrastructure as a Service (IaaS) environments.
- Provide a broadband Wi-Fi network for Village residents
- Back pay of hazard/pandemic pay for officers, utilities, maintenance and other village employees.
- Online Permits (contactless, paperless, and remote processes).
- Miex System improvements.

VILLAGE OF PALM SPRINGS
AMERICAN RESCUE PLAN
SUGGESTION REQUESTS FROM DEPARTMENT HEADS

DEPARTMENT	*SUBMITTED BY*	*SUGGESTIONS*
Library	Jossie Maliska	Air filtration system to help clean the air to fight against COVID-19 in all the buildings in the Village Expanding digital networks and connectivity Purchase of Hotspots Purchase of laptops for after school programs
Public Safety	Tom Ceccarelli	Provide a broadband Wi-Fi network for residents Back pay of hazard/pandemic pay for officers, utilities, maintenance and other village employees. Body camera purchasing Building/expanding a public safety building and cybersecurity.
IT	Thomas Cook	Datacenter improvements (cooling, security, fire suppression) Additional storage, servers and licensing infrastructure. Firewalls, routers, load balancers and switches to increase network capacity and for infrastructure improvements. VOIP phone hardware to move away from legacy systems. Centralized project management software to support infrastructure projects. Cybersecurity hardware and services. Cybersecurity training for Village IT and employees Cybersecurity software and 2 Factor Authentication security tokens. Fiber optic infrastructure to connect Village buildings and parks throughout the Village. Security cameras and monitoring systems for Village buildings and parks throughout the Village. Migration of servers and resources to Infrastructure as a Service (IaaS) environments. Expansion and upgrade of access control systems throughout the Village. Funding to transition conference rooms and other meeting rooms to virtual meetings (equipment, software and installation). Additional technical staffing and/or contractors to support the new and expanding infrastructure.
PZB	Iramis Cabrera	Online Permits (contactless, paperless, and remote processes)
Parks and Rec	Justin Lucas	Park connector pathway project to assist with mobility throughout the Village Installation of fiber to park areas- assistance with increasing efficiency of the Village's park surveillance cameras Infrastructure and park development of Sago Palm Park

VILLAGE OF PALM SPRINGS
AMERICAN RESCUE PLAN
SUGGESTION REQUESTS FROM DEPARTMENT HEADS

DEPARTMENT	*SUBMITTED BY*	*SUGGESTIONS*
Clerk's	Kim W	Provide grant funding for small businesses and nonprofits to help them with economic development and recovery. The grant funds can be used to stabilize their workforce with employment opportunities and training. Build a public information kiosk with a public computer(s). The kiosk can be used by the public to get up-to-date information about the Village, sign up for Village activities, do online bill payments Upgrade the A/V equipment in the Council Chambers and Multipurpose Room to support virtual meetings, telephone conferences, on-line classes (webinars), or a learning library.
Public Services	Chad Girard	Water Supply - Replace Well No. 9 (Eastern/Main Wellfield) Water Main - Potable Water Main Capacity Improvement (WM-1-3) Water Main - Potable Water Main Capacity Improvement (WM-1-2) Force Main - Force Main Capacity Improvement (WW-1) (8" CAP along L-9 Canal) Lift Station - Annual Lift Station Rehab Program Water Main - Potable Water Interconnects Lift Station - Lift Station Rehab Program 2018 (Carryover) Pratt WTP - Replace Emergency Generator Florida Mango Road - Edgewater to Barbados - Watermain replacement, phase I Florida Mango Road - 10th Ave N to Edgewater - Watermain replacement, phase II Main WTP - Disinfection Feed Improvements - Piping, Instrumentation, Pumps RLP WTP - Disinfection Feed Improvements - Piping, Instrumentation, Pumps Main WTP - Upgrade MIEX Regeneration System Pratt WTP - Upgrade MIEX Regeneration System Water Supply - Replace Well No. 10 (Eastern/Main Wellfield) (Carryover) Lift Station - SCADA System for Sewer Lift Stations Program Lime System Upgrades/Improvements Lime Sludge Handling Pit and Washwater Recovery Basin Handling Vacuum Station Monitoring System
Stormwater	Chad Girard	Davis Rd Stormwater Improvements (Project 7) Various Stormwater projects as provided on the master plan
CRA	Kim Glas-Castro	Congress Avenue Sanitary Sewer Force Main $\pm$5 million Lake Worth Road RRR Drainage Improvements for 2nd Ave N/Davis Road Basin

The above projects are suggestions by the Department Heads that fall within the four categories outlined by the Department of the Treasury.
We may be presenting additional projects to the Village Council for guidance and approval for a future inclusion in the fiscal year 2022 Budget and Capital Improvement Budget