VILLAGE COUNCIL AGENDA
REGULAR MEETING
226 Cypress Lane, Palm Springs, Florida 33461
Thursday, January 13, 2022
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.

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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, Interim Village Manager Michael Bornstein, and Village Clerk Kimberly Wynn*

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

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

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

   6.1 Approval of Local Planning Agency Meeting Minutes - October 14, 2021
   1. October 14, 2021 Local Planning Agency Meeting Minutes

   6.2 Approval of Meeting Minutes - December 9, 2021 Village Council Regular Meeting
   1. December 9, 2021 Village Council Regular Meeting Minutes

   6.3 Presentation - 2021 Christmas Decorating Contest Awards

   6.4 Approve Change Order No. 2 (Task Order #255) - Park Connector Pathway Phase I Davis Road - Parks and Recreation Department (FY 2022 Budget Funded - General Fund) - Wantman Group, Inc.
   1. Proposed Change Order No. 2 - Professional Services Engineering and Design - Park Connector Pathway - Wantman Group

2. Task Order #255 - Professional Engineering and Design - Park Connector Pathway - Wantman Group

3. Proposed Change Order No. 1 - Professional Services Engineering and Design - Park Connector Pathway - Wantman Group

6.5 Approve Village's Solid Waste & Recycling Collection Services Agreement - Amendment - Public Service Department (FY 2022 Budget - General Fund) - Waste Pro USA, Inc.
1. Proposed Agreement - 10th Amendment - Solid Waste and Recycling Collection
2. Recent Bid Increases

6.6 Approve Roadway Asphalt Milling & Resurfacing Contract - Piggyback - Public Service Department - Public Works (FY 2022 Budget Funded - General Fund) - Ranger Construction Industries
1. Agreement - Roadway Milling Resurfacing - Ranger Construction (Piggyback)
2. Approval to Piggyback - Ranger Construction Industries
3. Palm Beach County - Executed Agreement - Ranger Construction Industries
4. Palm Beach County - Bid Tabulation
5. Palm Beach County - Ranger Constrction Bid
6. Palm Beach County - Invitation to Bid

6.7 Authorize In-Car Camera Purchase - Village Standard - Police Department (FY 2022 Budget Funded) - WatchGuard
1. Sole Source Letter - WatchGuard In-Car Cameras
2. In-car Camera Quote WatchGuard

6.8 Amend Approved Police Department Building Expansion Phase II (Task Order No. 269 - Work Authorization #SA-PD01) - Professional Architectural and Engineering Services - Police Department – Song & Associates, Inc.
1. Proposed Professional Services Agreement - Song & Associates
2. Song & Associates - Task Order No. 269 - Phase II - Architectural and Engineering Design Services
3. Work Authorization - Song and Associates
4. Police Building Expansion Amendment #1 - 12-08-2021
5. PD Building Agreement Amendment Explanation - Email
6. Capital Improvement Project Detail Form - PD Expansion

6.9 Approve Florida Mango Road Utility Relocation Project (Edgewater Drive to Barbados Road) Award (Task Order No. 294) - Invitation to Bid (ITB) - Public Service Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - TCLM Enterprise, Inc.
1. Proposed Agreement - TCLM Enterprise, Inc.
2. Bid Proposal - TCLM Enterprise, Inc.
3. Invitation to Bid - ITB #2022B-001
4. Bid Tabulation - ITB #2022B-001
5. Bid Specifications - ITB #2022B-001
6. Bid Plans - ITB #2022B-001
7. Recommendation of Award - ITB #2022B-001
8. Addendum No. 1 - ITB #2022B-001

9. Addendum No. 2 - ITB #2022B-001

10. FY 2022 CIP Form - Florida Mango Road Utility Relocation Project (Edgewater Drive to Barbados Road)

6.10 Approve Roadway Asphalt Milling & Resurfacing - Work Authorization No. 4 - Piggyback - Public Service Department - (FY 2022 Budget Funded - General Fund) - Ranger Construction Industries, Inc.
1. Proposed Work Authorization No. 4 - Ranger Construction Industries
2. Map - Proposed Raodway Segments to be Milled & Paved - FY 2022

6.11 Approve Material Storage Bays at Main WTP Final Reconciliation (Change Order No. 1 & Closeout) (Task Order #258) - Public Service Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Walker Design & Construction
1. Proposed Change Order No. 1 - Walker Design & Construction
2. Agreement - Walker Design & Construction

6.12 Resolution No. 2022-06 Approve Budget Amendment No. 2 (FY21-22) - Community Redevelopment Trust Fund Increase
1. Proposed Resolution No. 2022-06 Budget Amendment No. 2 - CRA Trust Fund Increase
2. FY 2022 Budget Summary - Amendment No. 2
3. Budget Amendment No. 2 (CRA) - FY22
4. FY 2022 Budget Summary Ad

6.13 Resolution No. 2022-05 Approve Reimbursement to the Village for Prior Expenditures Related to the Public Safety Building Expansion Received from Tax-Exempt Debt
1. Proposed Resolution No. 2022-05 Reimbursement of Tax Debt for Public Safety Building

6.14 Resolution No. 2022-07 - Amend the Schedule of Fees
1. Proposed Resolution No. 2022-07 Amendment to the Fee Schedule
2. Proposed Resolution No. 2022-07 Amended Schedule of Fees

6.15 Approve Hazard Mitigation Grant - Florida Division of Emergency Management (FEMA) - Davis Road North Basin Stormwater Improvements ***(ADDENDUM)***
1. Proposed Contract with Florida Division of Emergency Management for Davis Road North Basin Stormwater HMGP Funding

END OF CONSENT AGENDA

7. PRESENTATIONS

7.1 Presentation - 2021 Christmas Decorating Contest Awards
1. 2021 Holiday Decorating Contest Winners
2. 2021 Holiday Decorating Contest Winners Photographs

7.2 Proclamation - Crossing Guard Appreciation Day February 4, 2022

1. Proclamation - Crossing Guard Appreciation Day February 4, 2022

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

9. REGULAR AGENDA

9.1 Approve New Village Manager Agreement - Michael Bornstein
1. Letter to Mayor and Council Dated January 7, 2022 about Village Manager Agreement
2. Village Manager Agreement - Clean Version
3. Village Manager Agreement - Redline Version
4. 2021 - City Manager Salary Survey For Palm Springs

9.2 Discussion - American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funding - Direction on Prioritization of Project Funding
1. Staff Recommendations for Funding Prioritization
2. American Rescue Plan Presentation (provided at June 10, 2021 meeting)

9.3 Discussion - Village of Palm Springs Police Department Building Expansion - Update and Discussion on Funding Alternatives
1. Architect PD Building Expansion Project Presentation
2. Police Department Building Expansion Funding Options

9.4 Discussion - Provision of "COVID Declaration Pay" for Eligible Village Employees with American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funding
1. Staff Recommendations for Funding Prioritization
2. Memo to All Village Employees - COVID-19 Pandemic Pay - April 2020

10. PUBLIC HEARINGS

10.1 Resolution No. 2022-04 - Final Plat - Fontana Townhomes - 4063 Davis Road and 4090 Coconut Road (*Quasi-Judicial Hearing*)
1. Proposed Resolution No. 2022-04 Final Plat - 4063 Davis Road and 4090 Coconut Road
2. Proposed Final Plat - Fontana Townhomes
3. Letter of Compliance with Florida Statutes - Fontana Townhomes - 4063 Davis Road and 4090 Coconut Road - Engenuity Group
4. Approved Site Plan - Fontana Townhomes
5. Aerial and Location Maps

10.2 Resolution No. 2022-01 - Site Development Plan Amendment (SPR22-01) and Special Exception Use (PSSE22-01) - Center Academy at Palm Springs Baptist Church - 3300 10th Avenue North (*Quasi-Judicial Hearing*)
1. Proposed Resolution No. 2022-01 -Site Plan Amendment (SPR22-01) and Special Exception (PSSE22-01) Center Academy at Palm Springs Baptist Church - 3300 10th Avenue North
2. Exhibit A Staff Report
3. Project Narrative and Justification Statement

4. Warranty Deed
5. Site, Landscape, and Architectural Plans; Letters
6. Aerial and Location Maps
7. LW Herald Advertisement on December 9, 2021

10.3 Ordinance No. 2022-01 - Village Code Amendment - Chapter 58 - Purchasing Code (*First Reading*)
1. Proposed Ordinance No. 2022-01 Amendment to Chapter 58 - Purchasing Code

11. ACTIONS AND REPORTS

12. VILLAGE COUNCIL COMMENTS

13. ADJOURNMENT

Next Meeting

THURSDAY, FEBRUARY 10, 2022 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.

LOCAL PLANNING AGENCY BOARD REGULAR MEETING MINUTES

Village Hall - Council Chambers

226 Cypress Lane | Palm Springs, FL 33461

Thursday, October 14, 2021, at 6:30 PM

COUNCIL	**ADMINISTRATION**
Mayor Beverly Smith	Interim Village Manager Michael Bornstein
Vice Mayor Gary Ready	Village Attorney Glen Torcivia
Mayor Pro Tem Doug Gunther	Village Clerk Kimberly Wynn
Council Member Joni Brinkman	
Council Member Patti Waller	

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1. CALL TO ORDER

Mayor Smith called the Local Planning Agency Meeting to order at 6:33 PM (Immediately following the CRA Special Meeting)

2. ROLL CALL:

Present: Mayor Beverly Smith, Vice-Mayor Gary Ready, Council Member Patti Waller, Mayor Pro Tem Member Douglas Gunther, and Council Member Joni Brinkman

Absent: None

Also present at the meeting were: Village Attorney Glen Torcivia, Interim Village Manager Michael Bornstein, Village Clerk, Kimberly Wynn, Police Chief, Tom Ceccarelli as Sergeant-in-Arms, Assistant Village Manager, Kim Glas-Castro, Interim Public Service Administrator Paul Ward, Library Director Jossie Maliska, Planning, Zoning and Building Director Iramis Cabrera and Program Supervisor Leanna Collazo

3. PUBLIC HEARINGS:

3.1 Ordinance No. 2021 -09 - Land Use and Rezoning (Small-Scale) Amendments - Prince Place - 3075 Prince Drive, 3098 Ferrell Drive & a vacant lot on Paetzold Drive *(Quasi-Judicial Hearing)*

- Proposed Ordinance No. 2021-09 - Small Scale Land Use Amendment and Rezoning - Prince Place
- Exhibit "A" Staff Recommendation and Conditions of Approval Applicant Justification Statements
- Site Plan, Landscape Plans, Architectural Plans, Civil Plans and Letters Color Site Plan and Color Rendering Warranty Deed
- Aerial, Location, FLU, and Zoning Map

Ms. Cabrera, Director of Planning, Building, and Zoning reported that the Applicant wanted to change the Land-Use from Commercial to High-Density Residential Multi-Family with a combination of two (2) parcels with a total of 1.62 acres. The Applicant was not present.

Mayor Smith offered the LPA Board and the public an opportunity to speak on this item.

Mayor Smith said that she had a problem with this project as a High-Density. She feels Medium-Density would work in that area. The project calls for 19 units. Ms. Cabrera stated that if we go by the (Inaudible??) acres of the property, it is 2.07. The Applicant could have up to twenty (20) units. There was a reduction of one (1) unit if we used medium-density.

Mrs. Glas-Castro discussed the County and Village density requirements. Council Member Brinkman asked if this were only a recommendation by the LPA to the Village Council. Since the Applicant was not present, the LPA Board suggested moving the item forward to the Village Council. However, if the Applicant is not there at the meeting, the item should be postponed.

Mayor Pro Tem Gunther agrees the project should be Medium-Density; however, reducing one (1) unit would not change the overall aspect (parking remains a concern).

Vice-Mayor Ready made a motion to consider Ordinance No. 2021-09 by the Village Council. There was a second by Council Member Brinkman. The motion carried 5-0.

4. ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 6:39 PM.

ATTEST:

_____
Bev Smith, Mayor

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Local Planning Agency Meeting held on **October 14, 2021**. Which minutes were formally approved and adopted by the Village Council on **January 13, 2022.**

_____
Kimberly M. Wynn, Village Clerk

If a person decides to appeal any decision made by this Council concerning any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation to attend or participate in this meeting should contact the Village Clerk at (561) 584-8430 at least three (3) business days before to request such assistance.

Minutes
Village Hall - Council Chambers
226 Cypress Lane | Palm Springs, FL 33461
Thursday, December 9, 2021, at 6:30 PM

COUNCIL	**ADMINISTRATION**
Mayor Beverly Smith	Interim Village Manager Michael Bornstein
Vice Mayor Gary Ready	Village Attorney Glen Torcivia
Mayor Pro Tem Doug Gunther	Village Clerk Kimberly Wynn
Council Member Joni Brinkman	
Council Member Patti Waller	

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1. **CALL TO ORDER:** Student Mayor Sabrina Montero Gomez called the meeting to order at 6:35 PM.

2. **ROLL CALL:**
Present: Mayor Beverly Smith, Vice-Mayor Gary Ready, Mayor Pro Tem Douglas Gunther

Palm Springs Middle School Students Present: Brendan Lenahan, Teacher at Palm Springs Middle School, Sabrina Montero Gomez as Mayor, Lena Parish as Vice Mayor, Sophia Romero as Mayor Pro Tem, Barbara Cortez as Interim Village Manage, Ana Montero-Gomez as Village Clerk and Alejo Chavero as the Director of Parks and Recreation, Fabiolar Joseph as Planning, Zoning, and Building Director, and Caheem Joseph as Resident #1.

Absent: Council Member Patti Waller and Council Member Joni Brinkman

Also present at the meeting were: Village Attorney Glen Torcivia, Interim Village Manager Michael Bornstein, Village Clerk, Kimberly Wynn, Police Chief, Tom Ceccarelli as Sergeant-in-Arms, Assistant Village Manager, Kim Glas-Castro, Paul Ward, Interim Public Service Administrator, Rebecca Morse, Chief Financial Officer, Jossie Maliska,

Library Director, Iramis Cabrera, Planning, Zoning, and Building Director, Parks and Recreation Director Justin Lucas

3. INVOCATION:

Interim Village Manager Bornstein, and Student Interim Village Manager Anna Montero Gomez, led the invocation.

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Gunther and Student Interim Mayor Pro Tem Sophia Romero led in the Pledge of Allegiance.

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

Staff requested that Items #6.2, Approve Utility Vehicle Equipment Purchase - Piggyback - Parks and Recreation Department - Kubota Tractor Corporation (Florida Coast Equipment, Inc.) and Item 6.3 Approve Vehicle Towing and Storage Services Agreement - Piggyback - Police Department (FY2022 Budget Funded) - Priority Towing Inc get moved to the Regular Agenda for further discussion as Item # 9.1. and Item #9.2., respectively. Mayor Smith requested that Item #6.3 get postponed to January 13, 2022, Village Council Regular Meeting. Student Mayor Montero Gomez on behalf of Mayor Smith requested that Item 6.5, Amended Fee Schedule also get postponed to January 13, 2022, Regular Council Meeting for further clarification of the Fee Chart.

Mayor Pro Tem Gunther and Student Mayor Pro Tem Romero made a motion to approve the agenda as amended. It was seconded by Vice Mayor Ready and Student Vice Mayor Parish. The motion carried 3-0.

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

Student Mayor Gomez, on behalf of Mayor Smith, offered the public an opportunity to speak. There were no comments.

Student Mayor Pro Tem Romero, on behalf of Mayor Pro Tem Gunther, made a motion to approve the Consent Agenda as presented. It was seconded by Student Vice- Mayor Parish. The motion carried 3-0.

6.1 Approval of Village Council Meeting Minutes

- September 8, 2021, Village Council Regular Meeting Minutes
- September 23, 2021, Village Council Regular Meeting Minutes
- September 29, 2021, Village Council Special Meeting

6.2 ***MOVED TO THE REGULAR AGENDA AS ITEM 9.1.***

6.3 ***MOVED TO THE REGULAR AGENDA AS ITEM 9.2.***

6.4 Approve Property Improvement Program (PIP) Matching Grant Awards - 444 Inglewood Drive.

- Property Improvement Grant Agreement - 444 Inglewood Drive 444 Inglewood Drive - Before & After Photos Employee Acknowledgement

6.5 Resolution No. 2021-45 - Amend the Schedule of Fees

- Proposed Resolution No. 2021-45 Amendment to the Fee Schedule
- Exhibit - Proposed Resolution No. Amend Schedule of Fees - Proposed Fee Schedule - FY21-22
- Proposed Fee Schedule - FY 2022

6.6 Approve Aftermarket Vehicle Parts and Supplies - Cooperative Purchasing Agreement - Public Service Department (FY 2022 Budget Funded) Genuine Parts Company/NAPA Auto Parts

- Proposed Agreement - NAPA
- Sourcewell - Agreement - NAPA
- Sourcewell - Request for Proposals
- Village of Palm Springs - Sourcewell Membership Certificate

6.7 Approve Turf Equipment Purchase - Piggyback - Parks and Recreation Department (FY 2022 Budget - General Fund) - Hector Turf

- Proposed Agreement - The Toro Company (Authorized Representative Hector Turf) Proposal - Hector Turf
- Request for Proposal (RFP #031121) and Addendums - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services Sourcewell RFP #031121 Contract - The Toro Company Contract
- Submittal - The Toro Company - Sourcewell RFP #031121 Grounds Maintenance Equipment, Attachments, and Accessories with Related Services
- Village of Palm Springs - Sourcewell Cooperative Purchasing Member
- Sealed Proposals - RFP #031121 Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

- Evaluation of Proposals - Sourcewell Cooperative Purchasing - RFP #031121 Grounds Maintenance Equipment, Attachments, and Accessories with Related Services
- Announcement - Proof of Publication - RFP #031121 Grounds Maintenance Equipment, Attachments, and Accessories with Related Services
- Proposals Received - RFP #031121 Grounds Maintenance Equipment, Attachments, and Accessories with Related Services
- Sourcewell Contract - The Toro Company Pricing
- Approval Letter - RFP #031121 Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

6.8 The Fiscal Year 2021 - 2022 Budget Amendment

- Proposed Resolution No. 2021-44 Budget Amendment
- FY 2022 Budget Summary - Amended FY 2022 Budget Summary Ad
- Budget Amendment - FY22 Position Job Descriptions

6.9 Approve Village of Palm Springs ADA Transition Plan For Pedestrian Facilities

- ADA Transition Plan for the Village of Palm Springs

6.10 Approve Independent Auditing Services Agreement (Extension and Consent to Assignment) - 2nd Amendment - Marcum, LLP ***(Addendum)***

- 2nd Amendment to Audit Agreement with Consent to Assignment
-

END OF CONSENT AGENDA

7. PRESENTATIONS

7.1 Recognizing the Student Government Attendees from Palm Springs Middle School in Honor of Florida Government Week

7.2 Presentation - Senate Bill (SB) 950 Bicyclist Safety - Alyssa Frank, Pedestrian/Bicycle Coordinator, Palm Beach Transportation Planning Agency (TPA)

- Transportation Planning Agency (TPA) Presentation - Senate Bill (SB) 950 Senate Bill (SB) 950

Ms. Alyssa Frank, Pedestrian/Bicycle Coordinator with Transportation Planning Agency gave a PowerPoint presentation about new legislation and upcoming projects. She discussed bicycle lanes and safety how the new laws would affect

motorists. The new bill defines bicycle lanes, revise requirements for bicycle safety, requires annual bicycle safety campaigns, and requires drivers' license exam to include bicycle safety questions. She stated that the bill would be effective as of July 1, 2022. Ms. Frank discussed each change and provided examples.

Student Mayor Gomez, on behalf of Mayor Smith, offered the public an opportunity to speak on this matter.

Student Vice Mayor Parish, on behalf of Vice Mayor Ready, asked if the driving test would be available in other languages. Ms. Frank stated the test would be presented in the same formats used which are English, Spanish, and Creole. Student Vice Mayor Parish asked about sidewalks and shared facilities. Student Mayor Pro Tem Romero asked if bicyclists were required to be licensed. Ms. Frank answered that bicyclists are not required to have a license. Mayor Pro Tem Gunther asked if bicyclists break (traffic) laws how they are cited. Police Chief Ceccarelli interjected. He advised that unlicensed bicyclists can be cited. He explained the process.

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

Student Mayor Gomez, on behalf of Mayor Smith, offered the public an opportunity to speak.

1. **Johnnie Tieche – 305 Winged Foot Drive** – Mr. Tieche spoke in favor of the Interim Village Manager, Mr. Bornstein. He noted the positive impact observed since Mr. Bornstein was appointed. The employee morale is good and Interim Village Manager Bornstein is very personable.

2. **Rebecca Morse – Village of Palm Springs Chief Finance Officer:** spoke in support of the Interim Village Manager. She commented that the positive activity at the Village over the last two (2) months was better than what it has been in the past eight (8) years. She asked the Council to consider Mr. Bornstein as the permanent Village Manager. She noted that productivity has increased, and things are getting done.

3. **Student Resident #1:** Student Resident commented on his garbage not getting picked up by Waste Pro. Student Interim Village Manager Cortez, on behalf of Interim Village Manager Bornstein, responded to this question. She advised the Student Resident that garbage is picked up

based on a holiday schedule. Mayor Smith commented that the website and several additional sources provide different information.

4. **Student Resident #2 Caheem Joseph:** Mr. Joseph complimented staff on the Pathway Connector Park project. He asked if a Pathway Park would be available for Foxtail Palm Park. Student Parks and Recreation Director, Mr. Chavejo, on behalf of Mr. Lucas, provided a response.

9. REGULAR AGENDA

(Item #9.1) (6.2) Approve Utility Vehicle Equipment Purchase - Piggyback - Parks and Recreation Department (FY 2022 Budget - General Fund) - Kubota Tractor Corporation (Florida Coast Equipment, Inc.)

- Proposed Agreement - Kubota Tractor Corporation (Florida Coast Equipment) Proposal - Florida Coast Equipment, Inc.
- Request for Proposal #122220 - Utility Transport Vehicle
- Village of Palm Springs - Sourcewell Cooperative Purchasing Member Sourcewell Contract 122220 - Kubota Tractor Corporation
- Sourcewell Contract 122220 Pricing Discount - Kubota Tractor Corporation Sourcewell Contract 122220 Pricing - Kubota Tractor Corporation
- Sourcewell Contract 122220 Approval
- Request for Proposal (RFP #122220) Comment and Review - Utility Transport Request for Proposal (RFP #122220) Board Resolutions - Approval - Kubota Tractor Corporation
- Announcement - Proof of Publication - (RFP #122220) Utility Transport

Student Mayor Gomez introduced this item for discussion. Mayor Pro Tem Gunther asked Mr. Lucas the reason to move forward with this vendor. Mr. Lucas explained the reasons.

Mayor Smith offered the public an opportunity to speak. There were no comments.

Student Vice Mayor Lena Parish on behalf of Vice Mayor Ready made a motion to approve the Utility Vehicle Equipment Purchase – Piggyback, this was seconded by Mayor Pro Tem Gunther. The motion carried 3-0.

(Item 9.2) (6.4) Approve Vehicle Towing and Storage Services Agreement - Piggyback - Police Department (FY 2022 Budget Funded) - Priority Towing Inc.

- Proposed Agreement - Vehicle Towing and Storage Services - Priority Towing Lake Worth Beach - Executed Agreement - Priority Towing
- Lake Worth Beach - RFP21-206 - Vehicle Towing and Storage Services

Student Mayor Gomez and Mayor Smith introduced the item. Chief Ceccarelli talked about the history of towing contracts in the Village. Vice Mayor Ready asked if there were different types of towing. Chief Ceccarelli answered that there were different types of towing services. He discussed each one briefly. Student Mayor Gomez called for public comment on the item. There were no comments.

Student Vice Mayor Lena Parish on behalf of Vice Mayor Ready made a motion to approve the Vehicle Towing and Storage Services Agreement - Piggyback - Police Department. It was seconded by Student Mayor Pro Tem Romero on behalf of Mayor Pro Tem Gunther. The motion carried 3-0.

10. PUBLIC HEARINGS

10.1 Resolution No. 2021-38 - Preliminary Plat - Patio Court Townhomes - Vacant Lot on Patio Court (*Quasi-Judicial Hearing*)

- Proposed Resolution No. 2021-38 - Patio Court Townhomes, LLC - Preliminary Plat - Vacant lot on Patio Court
- Proposed Preliminary Plat - Patio Court Townhomes
- Letter of Compliance with Florida Statutes - Patio Court Townhomes
- Engenuity Group Approval Letter - Patio Court Townhomes
- Approved Site Plan
- Aerial and Location Maps

Student Mayor Gomez on behalf of Mayor Smith, asked Student Village Clerk Gomez on behalf of Village Clerk Wynn, to read the statement of advertisement. Student Village Clerk Gomez swore in the applicant. Student Planning, Zoning and Building Director Joseph on behalf of Planning, Zoning and Building Director, Ms. Cabrera, presented staff's presentation. The owner Mr. Alex (inaudible??) was present to answer questions. Mayor Pro Tem Gunther asked if the Site Plans in the staff report active. Student Mayor Gomez called for public comment. There was none.

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

Vice Mayor Ready made a motion to approve Resolution No. 2021-38. It was seconded by Mayor Pro Tem Gunther. The motion carried 3-0.

10.2 Resolution No. 2021-37 - Residential Planned Development Site Plan (SPR21-16) with three (3) waivers - Village Palm Townhomes - Vacant lot on Prairie Road (*Quasi-Judicial Hearing*) ***(STAFF HAS REQUESTED THAT THIS ITEM BE POSTPONED INDEFINITELY)***

11. ACTIONS AND REPORTS

11.1 Provide Direction for Recruiting Village Manager

- Letter to the Mayor and Council Dated December 2, 2021 Search Firms Proposals for TPA
- 2021 - City Manager Salary Survey For Palm Springs Proposal - Colin Baenziger & Associates
- Proposal - GovHR
- Proposal - Mercer Group Florida Proposal - Slavin Management Consultants Proposal - Strategic Government Resources

Village Attorney Torcivia introduced this item. It was the consensus of the Council to postpone discussion of this item until there is a full Council present.

12. VILLAGE COUNCIL COMMENTS

The Mayor and Council Member discussed the holiday events in the Village. They thanked Palm Springs Middle School for conducting the meeting and their teacher, Mr. Lenehen for his work with the students and allowing them to participate in tonight's meeting.

13. ADJOURNMENT

Hearing no further discussion, Student Mayor Gomez on behalf of Mayor Smith, adjourned the meeting at 7:42 PM.

The students received participation certificates and took a picture with Council Members and Staff.

Next Meeting *Thursday*
January 13, 2022, at 6:30 PM

ATTEST:

_____
Bev Smith, Mayor

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Special Meeting held on **December 9, 2021**. Which minutes were formally approved and adopted by the Village Council on January 13, 2022.

_____
Kimberly M. Wynn, Village Clerk

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 584-3200 ext. 8421 at least three (3) business days prior to the meeting in to request such assistance.

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Parks & Recreation

ITEM 6.3: Presentation - 2021 Christmas Decorating Contest Awards

SUMMARY:

The Village received a total of twenty-nine (29) entries to participate in the 2021 Christmas Decorating Contest. Numerous persons served as a judge and visited each location on December 15, 2021 to evaluate each entry.

Fifteen (15) residential winners were selected. There were no commercial entries submitted for consideration.
All winners were invited to attend the Council Meeting on January 13, 2022, to receive their award from Council in the amount of $100 during Presentations.

- 216 Poe Drive
- 3141 Drew Way
- 172 Granada Drive
- 309 Henthorne Drive
- 341 Winged Foot
- 245 Davis Road
- 337 Greenbrier Drive
- 324 Shady Lane Road
- 352 Pinehurst Road
- 324 Pinehurst Road
- 416 Santa Anna Drive
- 421 Santa Anna Drive
- 424 Santa Anna Drive
- 602 Springdale Circle
- 449 Davis Road

FISCAL IMPACT:

Funding to support the 2022 Christmas Decorating Contest Awards is available within the FY 2022 Budget - General Fund - Public Works - Trophies and Award.

ATTACHMENTS:

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Parks & Recreation

ITEM 6.4:

Approve Change Order No. 2 (Task Order #255) - Park Connector Pathway Phase I Davis Road - Parks and Recreation Department (FY 2022 Budget Funded - General Fund) - Wantman Group, Inc.

SUMMARY:

On May 9, 2019, the Village Council approved Task Order #255 with Wantman Group, Inc. for professional engineering services associated with the development of the new Park Connector Pathway Project Phase I (Professional Services and Design - Work Authorization WG-02 - Sub-Phase II) located along Davis Road for the amount of $98,980.

Staff requested and Village Council approved Change Order No. 1 for the Davis Road sub-phase on December 10, 2020 ($30,280). The only expected change order associated with the engineering and design of Davis Road; however, requested changes in the initial design adjustments to the bid package and projected engineering services desired for construction administration have resulted in this additional request.

Following completion of sub-phase 1 and partial completion of sub-phase 2, additional adjustments and changes were desired. These adjustments have been incorporated into the proposed change order (Change Order No. 2 for the amount of $21,080).

This proposed change order will allow for the engineer to provide the updated project manual, bidding documents, and review; and to provide additional construction administration.

Note: During Sub-Phase I, staff served as the on-site field observation, and this change order request would provide up to 24 hours of field observation and inspection.

As a result, the Village's contracted engineer, Wantman Group, and the Parks & Recreation Department are recommending an amendment to the approved Task Order #255 (Change Order No. 2) for $21,080 to include additional bidding assistance and construction administration services to better assist in completing the project in a timely and most cost-efficient manner (This is a not-to-exceed amount). These items and their costs are itemized below:

Task	Amount
Bid Assistance Davis Road (Alemeda to Greenbrier to Foxtail Palm Park)	$ 1,600
Construction Administration Davis Road (Alemeda to Greenbrier to Foxtail Palm Park)	$19,480
Total Additional Services - Change Order No 2 - Task Order #255	$21,080

Note: The Village's FY 2022 Budget - General Fund includes $1,179,069 to complete this sub-phase. This includes funding to complete the sub-phase (Greenbrier south to Lakewood Road) and this section (Alemeda to Greenbrier to Foxtail Palm Park). This includes the Village's FY 2022 Community Development Block Grant (CDBG) annual allocation of $130,515. The Village has also been selected to receive a Recreation Trails Program (RTP Grant), through the Florida Department of Environmental Protection, pending available funding.

Completion of this project includes Infrastructure Surtax (Sales Tax), Community Development Block Grant (CDBG) funding [Village's FY 2022 annual allocation - $130,515 (approved October 14, 2021)].

Note: In addition, staff had applied for grant funding to supplement the cost of the project's construction through the Florida Department of Economic Opportunity (Florida General Infrastructure Grant) and was initially selected to receive funding through Surface Transportation Reauthorization Bill as a Member Designated Project. Those projects were not included in the final bill approval.

If approved, the revised total cost for professional engineering services within Task Order #255 for this sub-phase (Davis Road) will be increased to $150,340. No further engineering change orders are anticipated for this sub-phase of the project. An internal budget transfer or amendment to support this proposed change order will be completed within the General 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/amended each year for these goods and services over the term of this contract.

The proposed Davis Road (Alemeda Drive to Greenbrier to Foxtail Palm Park) Sub-Phase of this project is expected to be bid out and (construction) completed by December 2022.

The Wantman Group, Inc. prepared the proposed Change Order. The Director of Parks and Recreation, Public Services Project Manager, and Finance Director reviewed the Change

Order.

FISCAL IMPACT:

Funding to support engineering, design and construction costs have been approved in the FY 2022 Budget - General Fund. Additional engineering services (Change Order No. 2) within Task Order #255 is an unexpected expense as noted within the summary. Previous Engineering and Design Costs (Task Order #255 and Change Order No. 1) were completed in previous fiscal years.

FY 2022 Budget - General Fund (Capital Improvement Plan) Approved Allocation for Park Connector Pathway Sub-Phase 2A Davis- Alemeda to Greenbrier to Foxtail Palm Park	$854,550.00
Estimated Construction Cost - Engineer's Cost Estimate	$808,842.23
Proposed Change Order No 2 - Engineering and Construction Administration	$ 21,080.00

Note: This sub-phase of the Park Connector Pathway will be jointly funded by the Village's Infrastructure Surtax (Sales Tax) and Community Development Block Grant funding. The Village has an interlocal agreement with Palm Beach County to receive $130,515 in CDBG funds for this project. The Village has also submitted and been approved for a Recreation Trails Program Grant. Allocation of this grant funding is expected to be announced in early 2022. The Village may receive up to $400,000 from this grant.

ATTACHMENTS:

Proposed Change Order No. 2 - Professional Services Engineering and Design - Park Connector Pathway - Wantman Group
Task Order #255 - Professional Engineering and Design - Park Connector Pathway - Wantman Group
Proposed Change Order No. 1 - Professional Services Engineering and Design - Park Connector Pathway - Wantman Group

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: 11/30/2021 VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – G00 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. _____ G/L CODE: _____

WANTMAN GROUP, INC. PROJECT NO.:

PROJECT TITLE: Park Connector Pathways Subphase 2A Permit Plan Revisions, Bidding Assistance, and Construction Administration

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

The project includes additional design and post design services to provide bid assistance and additional construction administration for subphase 2A of the Park Connector Pathway Project.

II. SCOPE OF SERVICES

The following is a description of the post design services to be provided under this Task Order.

TASK 1 – BID ASSISTANCE SERVICES

The CONSULTANT will provide the following bid assistance services:

TASK 1.1 – BID ASSISTANCE FOR SUBPHASE 2A

1. Update bid form and finalize bid package.

TASK 2 – CONSTRUCTION ADMINISTRATION SERVICES

The CONSULTANT will provide the following post design services:

TASK 2.1 – CONSTRUCTION ADMINISTRATION SUBPHASE 2A

1. Revise pathway plans and details based on client feedback up to (2) two times;
2. Attend Pre-Bid Meeting;
3. Review of contractor bids received and provide award recommendation;

4. Attend pre-construction meeting with contractor and VILLAGE;
5. Issue notice to proceed;
6. Review and respond to RFI's;
7. Review product submittals and shop drawings;
8. Conduct (4) site visits to observe contractors work and conformance with plans. This assumes (6) hours per month to review construction progress and issue field observation reports, for a period of 4 months per subphase;
9. Review and approve monthly pay apps provided by the contractor, for a period of 4 months;
10. Attend (1) substantial completion walk-through with VILLAGE;
11. Prepare punch list of items to be completed before final inspection and acceptance;
12. Perform final inspections of completed construction; and
13. Provide final acceptance letter.

III. DELIVERABLES

- Revised Bid Package for Subphase 2A
- Field Observation Reports
- Pay App. Approvals

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will provide the services identified in this Work Authorization on an as-requested basis.

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 $21,080.00 as outlined in Table A.

Table A
Budget Summary

Description	Total
Bid Assistance Phase 2A	$1,600.00
Construction Administration Phase 2A	$19,480.00
TOTAL	$21,080.00

VI. ASSUMPTIONS

1. CONSULTANT 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 utilities, as-builts, environmental assessments; and geotechnical reports;
2. Creation of additional phases or division of phases beyond these would require an additional supplement; and
3. Additional submittals and coordination with permitting agencies not due to CONSULTANT's work will be invoiced on an hourly basis.
4. If Local Agency Program (LAP) funding is acquired an additional supplement will be required.

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: Jason Mihalovits

Title: Director of Landscape Architecture

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

CONSULTING SERVICE WORK AUTHORIZATION

DATE: 04/25/2019 VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – G02 FOR CONSULTING

SERVICES TASK ORDER (PROJECT) No. 256 G/L CODE: _____

WANTMAN GROUP, INC. PROJECT NO.:

PROJECT TITLE: Park Connector Pathways Phase 2

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

The project includes Phase 2 of the Village of Palm Springs Park Connector Pathway project, which includes approximately 1.4 miles of Davis Road, from Alemeda Drive south to approximately 300 feet north of Lakewood Drive. The project also includes approximately 2600 feet of Greenbriar Drive from Davis Road west to Kirk Road and 600 feet of 10th Ave N heading east from Davis Road. Proposed improvements include landscape and hardscape improvements, site amenities and pedestrian lighting.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 - SURVEYING SERVICES

Design Survey Services

1. Establish the historical Right-of-Way (R/W) along the survey project limits and create a Baseline of Survey.
2. The survey will be based upon general online records search. Title documentation as provided by the client and/or title company may be required for title or encumbrances.
3. Prepare a Digital Terrain Model (DTM) of the survey project limits.
4. The survey project limits are approximately 1.4 miles of Davis Road, from Alemeda Drive south to approximately 300 feet north of Lakewood Drive. The survey limits also includes approximately 2600 feet of Greenbriar Drive from Davis Road west to Kirk Road and 600 feet of 10th Ave N heading east from Davis Road. The survey shall extend 25 feet beyond the R/W (if accessible) and 50 feet beyond the curb returns of side streets.

5. The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 50 feet and will include visible and attainable improvements and utilities unless otherwise noted;
6. The survey will not include:
    a. Sub-surface designation or location of underground utilities;
    b. Sub-surface foundations or structures;
    c. Survey data within the canal waters. Survey data will stop at the waterline.
    d. Inverts of Sanitary Sewers;
    e. Storm Sewer inverts of recessed or debris filled structures;
    f. Inverts from structures outside of the survey limits;
    g. Sprinkler heads;
    h. Overhead clearances (signal heads, mast arms, bridges, wires, buildings, walkways, etc.);
    i. Tree tagging;
    j. Location of Geotech borings;
    k. Finished floor elevations; and
    l. Temporary features such as a trailer, delineator dome, boat, solar landscape lighting, etc.
7. Deliverable will be a DTM, an AutoCAD file, and a signed and sealed plot of the Topographic Survey if required.

Survey Notes

1. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services, the client shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.
2. Tree specimen nomenclature shall be generally common (oak, palm, pine, etc.) and cannot be relied upon. Consult with an arborist for further classification.
3. This survey will not constitute a boundary survey. Monumentation of property corners and the Baseline of Survey will not be set.
4. This proposal does not include the coordination of underground utility designation or markings.
5. This proposal does not include any sketch and legal descriptions for easements.
6. Meeting attendance is not included in these scope of services.
7. Horizontal data will be reported in the North American Datum of 1983. Vertical data will be reported in the National American Vertical Datum of 1988.

TASK 2 - LANDSCAPE ARCHITECTURE SERVICES

TASK 2.1 - Conceptual Landscape and Hardscape Design Phase

CONSULTANT will prepare one Conceptual Landscape and Hardscape Plan for the project limits. The following is a list of services included in this phase of the project:

1. Prepare existing vegetation inventory and analysis;
2. Prepare one conceptual plan including hardscape design and landscape design. Conceptual plan will include graphic renderings and material example boards for preliminary discussions and meetings;
3. Prepare conceptual cost estimate;
4. Attend one meeting with VILLAGE to review concept plan, renderings, and material boards and receive input on proposed design;
5. Prepare final concept plan after VILLAGE progress meeting; and
6. Attend one final concept review meeting to receive approval from VILLAGE before moving into the design development and final construction documentation phase.

TASK 2.2 - Design Development / 60% Construction Documents

CONSULTANT will prepare a 60% Construction Document Package for the project which will include plans, details, elevations, and sections necessary to communicate the design intent and construction materials required for construction. The following is a list of services included in this phase of the project:

1. Provide landscape design for proposed pathways. The landscape plan will depict landscape improvements by type showing palm, shade, and ornamental type as well as a draft material list;
2. Provide hardscape design for proposed pathways. Hardscape plan will include a draft list of proposed hardscape material selections;
3. Provide lighting design for proposed pathways, identifying location and fixtures for up lighting and site lighting.
4. Provide paving and grading design plans including details for new pathways.

TASK 2.3 - Preparation of 100% Construction Documents

Based on the approved 60% construction drawings and comments received from the VILLAGE, CONSULTANT will prepare a 100% Construction Document Package for the project. The 100% package will include plans, details, elevations, and sections necessary to communicate the design intent and construction materials required for construction as well as the technical specifications. The following is an outline of the final documents included in this phase:

A. Preparation of Final Hardscape Construction Documents

1. Prepare Final Hardscape Plan and construction documents. Final plans are to include layout plan for hardscape elements, hardscape plan, construction details, specifications, and material selection for proposed hardscape materials and finishes; and
2. Please note that any structural hardscape elements over 36 inches, such as kiosks or trail markers if proposed would need to be engineered by a structural engineer, and these services are not included in this proposal. Details of these elements will be provided for design intent only. Final Structural Engineering Plans would be required for these hardscape elements.

B. Preparation of Final Landscape Construction Documents

Prepare Final Landscape Plan and constructions documents. Final plans will include location, botanic and common plant name, size, quantities, and specific requirements for proposed planting materials. Plans will incorporate tree relocation and tree preservation. Plans will also include written specifications and planting details associated with the proposed landscape design.

C. Preparation of Final Landscape Lighting Construction Documents

1. Prepare Final Landscape Lighting Plan. Final plans to include selection and location of fixtures for hardscape and landscape elements, manufacturers cut sheets, and lighting fixture schedule.

D. Prepare Final Irrigation Construction Documents

Prepare Final Irrigation Plan and constructions documents. Final plan set will include irrigation plan sheets, details and specifications for head locations, valves, piping, sleeving, etc. as required addressing the site-specific irrigation requirements.

TASK 2.4 - Post Design / Construction Administration

The CONSULTANT will provide the following post design services:

1. Attend Pre-Bid Meeting;
2. Review of contractor bids and provide award recommendation;
3. Attend pre-construction meeting with contractor and VILLAGE;
4. Review and respond to RFI's;
5. Attend one substantial completion walk-through with VILLAGE;
6. Prepare punch list of items to be completed before final inspection and acceptance;
7. Perform final inspection of completed construction; and
8. Prepare final As-Built Plans.

TASK 3 - ELECTRICAL DESIGN SERVICES

TASK - 3.1 Electrical Plans

1. Prepare photometric to show lighting levels at pedestrian walkway.
2. Prepare Electrical Construction Documents Showing:
    a. General Light Fixture Locations
    b. Light Fixture Schedule
    c. Circuit and Panel information for pedestrian lighting
    d. Wiring sizes to accommodate voltage drop considerations
    e. Each phase is assumed to have a unique set of construction documents

TASK - 3.2 Post Design / Construction Administration

The CONSULTANT will provide the following post design services:

1. Attend Pre-Bid Meeting;
2. Review of contractor bids and provide award recommendation;
3. Attend pre-construction meeting with contractor and VILLAGE;
4. Review and respond to RFI's;
5. Attend one substantial completion walk-through with VILLAGE;
6. Prepare punch list of items to be completed before final inspection and acceptance;
7. Perform final inspection of completed construction; and
8. Prepare final As-Built Plans.

III. DELIVERABLES

- Conceptual Plan Submittal – Roll plot of concept plans along with image board of proposed design elements.
- 60% Plans Submittal - Provide PDF of plans.
- 100% Plans Submittal- Provide PDF of plans, associated Bid Package including project specifications, and AutoCAD files.

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)	Cumulative Time to Complete (Calendar Days)
Survey	14 Days	14 Days
Concept Plans	28 Days	42 Days
60% Plans	28 Days	70 Days
100% Plans	28 Days	98 Days

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 $98,980.00 as outlined in Table B.

Table B
Budget Summary

Description	Total
Survey Services	$41,830.00
Landscape Architecture Services	$39,350.00
Electrical Design Services	$17,800.00
TOTAL	$98,980.00

VI. ASSUMPTIONS

1. CONSULTANT 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 utilities, as-builts, environmental assessments; and geotechnical reports;
2. Civil engineering specifications and details will be included in the construction plans;
3. It is anticipated water and sanitary sewer improvements are not required for the site;
4. Significant plan modifications will require an amendment to this contract. CONSULTANT will submit a separate proposal for those services;
5. Additional submittals and coordination with permitting agencies not due to CONSULTANT's work will be invoiced on an hourly basis;
6. Services not included: Structural, Architectural, Title Search, Traffic, Environmental, and Geotechnical.

INFORMATION REQUIRED

The following additional information will be requested to begin design services on this project:

1. Existing lighting as-builts
2. Existing irrigation as-builts

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: Director - Civil Engineering

VILLAGE OF PALM SPRINGS

By: _____

Date: May 9, 2019

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE: 11/20/2020 VILLAGE RFQ. NO.: 2019R-001

WORK AUTHORIZATION NO. WG – G00 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 255 G/L CODE: _____

WANTMAN GROUP, INC. PROJECT NO.:

PROJECT TITLE: Park Connector Pathways Phase 2A Permitting, Bidding Assistance, and Construction Administration

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

The project includes additional post design services to provide bid assistance and additional construction administration for subphases 2A and 2B of the Park Connector Pathway Project.

II. SCOPE OF SERVICES

The following is a description of the post design services to be provided under this Task Order.

TASK 1 – BID ASSISTANCE SERVICES

The CONSULTANT will provide the following bid assistance services:

TASK 1.1 – BID ASSISTANCE FOR SUBPHASE 2A

1. Prepare and update Bid Form;
2. Revise plans to not include work in Palm Beach County R.O.W. along Kirk Road;
3. Review Bid Package prepared by VILLAGE;

TASK 1.2 – BID ASSISTANCE FOR SUBPHASE 2B

1. Prepare Bid Documents, including Bid Form, Project Narrative, Bid Submission Checklist, Bid Tabulation Sheet, and Qualifications Checklist for Phase 2B.
2. Revise plans to not include work in Palm Beach County R.O.W. along 10TH Ave.;

TASK 2 – CONSTRUCTION ADMINISTRATION SERVICES

The CONSULTANT will provide the following post design services:

TASK 2.2 – CONSTRUCTION ADMINISTRATION SUBPHASES 2A AND 2B

1. Review product submittals and shop drawings;
2. Conduct (4) site visits to observe contractors work and conformance with plans. This assumes (6) hours per month to review construction progress and issue field observation reports, for a period of 4 months per subphase;
3. Review and approve monthly pay apps provided by the contractor, for a period of 4 months.

III. DELIVERABLES

- Revised Bid Form for Phase 2A
- Complete Bid Package for Phase 2B
- Field Observation Reports
- Pay App. Approvals

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will provide the services identified in this Work Authorization on an as-requested basis.

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 $30,280.00 as outlined in Table A.

Table A
Budget Summary

Description	Total
Bid Assistance Phase 2A	$2,600.00
Construction Administration Phase 2A	$11,800.00
Bid Assistance Phase 2B	$4,080.00
Construction Administration Phase 2B	$11,800.00
TOTAL	$30,280.00

VI. ASSUMPTIONS

1. CONSULTANT 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 utilities, as-builts, environmental assessments; and geotechnical reports;
2. Creation of additional phases or division of phases beyond these would require an additional supplement; and
3. Additional submittals and coordination with permitting agencies not due to CONSULTANT's work will be invoiced on an hourly basis.

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: Jason Mihalovits

Title: Director of Landscape Architecture

VILLAGE OF PALM SPRINGS

By: _____

Date: December 10, 2020

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Public Service

ITEM 6.5: Approve Village's Solid Waste & Recycling Collection Services Agreement - Amendment - Public Service Department (FY 2022 Budget - General Fund) - Waste Pro USA, Inc.

SUMMARY:

The Village utilizes a third-party organization for solid waste and recycling collection and disposal within the Village (i.e. garbage pickup, roll-off dumpster pickup, garbage can distribution and maintenance, and recycling services). Currently, the Village has an agreement with Waste Pro USA, Inc. to provide these important services to Village residents and the existing contract is set to expire March 31, 2022.

As a Best Interest Acquisition and to ensure the lowest possible price, staff is recommending the Village enter into a new agreement with Waste Pro USA, Inc. by accepting a 2-year extension of our current contract award - November 14, 2019 - March 31, 2022.

Note: While evaluating the recent bid solicitations from neighboring municipalities a large increase in pricing was noticed. The increase in cost for sanitation services is due to the decreased availability of raw materials and their increase in cost, as well as a shortage in available labor. These challenges with goods and labor are attributed to the COVID-19 pandemic, and as such to ensure the lowest possible price, staff is recommending that the Village extend/amend the current sanitation contract with Waste Pro USA, Inc. utilizing the best interest purchasing provisions of the Village purchasing code. Staff believes that a two (2)-year extension will allow raw material and labor shortages to stabilize, providing a more favorable environment to utilize a competitive bid process after of this extension.

If approved, the Village would renew our existing agreement with Waste Pro USA, Inc. for two (2) years by extending our contract including all terms, conditions, and pricing therein including

the 9% increase each year (total of 18% increase with no further CPI adjustment) to current rates. The term of the proposed extended contract would expire on March 31, 2024. 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 58-11 Best Interest Acquisitions, which provides that the Village may acquire or contract for non-real property, goods, or services without utilizing the competitive selection process where the Village Council determines by at least four-fifths (4/5) affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village Council agenda. This provision may not be used to contract for goods or services which such contract would exceed the limits outlined in F.S. §§ 287.055 or 255.20, as amended.

The proposed contract amendment (renewal) would include an 18% increase in current garbage rates over the two-year extension period. The proposed agreement was prepared by the Village Attorney and reviewed by the Interim Public Service Administrator, the Assistant Village Manager, and the Finance Director.

The Village has worked with the proposed vendor in the past and has received good service.

FISCAL IMPACT:

Funding to support the proposed Amendment to the Village's Solid Waste and Recycling Collection Services Agreement is available within the FY 2022 General Fund. Additional funding to support the 9% increase (this fiscal year) in solid waste and recycling collection fees was previously approved through a budget amendment (December 9, 2021).

The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for the goods and services for the term of the contract.

ATTACHMENTS:

Proposed Agreement - 10th Amendment - Solid Waste and Recycling Collection
Recent Bid Increases

TENTH AMENDMENT TO
SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT

THIS TENTH AMENDMENT TO SOLID WASTE AND RECYCLING COLLECTION SERVICES AGREEMENT (the "Amendment") is entered into as of _____, 202__ by and between Waste Pro of Florida, Inc. ("Waste Pro") and the Village of Palm Springs, a Florida municipal corporation ("Village") (collectively, the "Parties").

W I T N E S S E T H

WHEREAS, January 10, 2008, the Village entered into a Solid Waste and Recycling Collection Services Agreement (the "Agreement) with Republic Services of Florida ("Republic");

WHEREAS, between 2008 and 2019**,** the Village and Republic entered into a series of eight (8) amendments to the Agreement; and

WHEREAS, on November 14, 2019, the Village entered into a Ninth Amendment to the Agreement assigning the Agreement, as amended, to Waste Pro, because Republic was transferring its assets in Palm Beach County to Waste Pro; and

WHEREAS, Waste Pro has performed satisfactorily under the Agreement, as amended;

WHEREAS, the Agreement is currently set to expire on March 31, 2022; and

WHEREAS, the Parties desire to amend the Agreement to extend the term for an additional two (2) years and to modify the rates, as set forth herein: and

WHEREAS, the Parties also desire to amend the Agreement to add a provision concerning E-Verify compliance that became a requirement under Florida Law as of January 1, 2021; and

WHEREAS, the Village Council finds that amending the Agreement as set forth herein serves a valid public purpose and is in the best interests of the residents of the Village of Palm Springs.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to further amend the Agreement as follows:

1. **Term.** Notwithstanding the provision in paragraph 3 of the Ninth Amendment that the Agreement shall not be renewed beyond the current expiration period of March 31, 2022, the parties mutually desire to extend the term of the Agreement for an additional two (2) years, through March 31, 2024 ("the renewal term").

2. **Rates.** The rates that shall apply to services provided during the renewal term shall be as set forth in the rate schedule attached hereto as Exhibit "A." The rates will be as set forth in Exhibit "A" and no additional CPI increase shall apply.

3. **E-Verify**. Pursuant to Section 448. 095(2), Florida Statutes, beginning on January 1, 2021, Waste Pro shall:

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

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an " unauthorized alien" as defined in Section448. 095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Village upon request;

(e) Comply fully, and ensure all of its subcontractors comply fully, with Section 448. 095, Florida Statutes;

(f) Be aware that a violation of Section 448. 09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

g) Be aware that if the Village terminates this Agreement under Section448. 095(2)(c), Florida Statutes, Waste Pro may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Villageas a result of the termination of the Agreement.

3. All other terms of the Agreement, as amended by Amendments One through Nine, are incorporated by reference as if fully set forth herein, and shall remain in full force and effect except to the extent modified by this Tenth Amendment.

IN WITNESS WHEREOF, the Parties have executed this Ninth Amendment as of the date set forth above.

WASTE PRO OF FLORIDA INC.

BY: _____

Print Name: Russell Mackie

Title Regional V.P

(CORPORATE SEAL)

VILLAGE OF PALM SPRINGS

_____
Beverly Smith, Mayor

ATTEST:

_____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Glen J. Torcivia, Village Attorney

Exhibit "A" - 10th Amendment to Solid Waste and Recycling Collection Service Agreement

Category	2022 Rate	9% Increase	4/1/22 Rate	9% Increase	4/1/23 Rate
Residential Curbside	$ 14.64	$ 1.32	$ 15.96	$ 1.44	$ 17.39
Multi-Family Containers	$ 8.94	$ 0.80	$ 9.75	$ 0.88	$ 10.63
Commercial Rate per Yard	$ 12.12	$ 1.09	$ 13.21	$ 1.19	$ 14.40
Commercial Compacted/Yard	$ 22.79	$ 2.05	$ 24.84	$ 2.24	$ 27.07
Commercial Government/Yard	$ 7.72	$ 0.69	$ 8.41	$ 0.76	$ 9.17
Roll Off Rate (per haul)	$ 306.58	$ 27.59	$ 334.17	$ 30.08	$ 364.24

** *The rates will be as set forth in this Exhibit and no additional CPI increase shall apply*

Village of Palm Springs
Public Service Department
226 Cypress Lane Palm Springs, Florida 33461-1699
Phone (561) 584-8200
WWW.VPSFL.ORG

Recently Bid Solid Waste Contracts

Boca Raton 2019

Rate Before Bid	Bid Rate Quoted	Percentage Increase
$17.60	$22.95	30%

Greenacres 2019

Rate Before Bid	Bid Rate Quoted	Percentage Increase
$8.70	$10.47	20%

Davie 2020

Rate Before Bid	Bid Rate Quoted	Percentage Increase
$13.90	$19.26	38%

Wellington 2021

Rate Before Bid	Bid Rate Quoted	Percentage Increase
$14.98	$17.60	17%

North Lauderdale 2021

Rate Before Bid	Bid Rate Quoted	Percentage Increase
$11.36	$32.32	184%

Margate 2021

Rate Before Bid	Bid Rate Quoted	Percentage Increase
$19.04	$30.70	61%

Average Rate Increase (%)
58%

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Public Service

ITEM 6.6: Approve Roadway Asphalt Milling & Resurfacing Contract - Piggyback - Public Service Department - Public Works (FY 2022 Budget Funded - General Fund) - Ranger Construction Industries

SUMMARY: The Public Service Department, throughout the year, has a need to provide construction services (i.e., equipment and personnel) for the milling and resurfacing of roadways throughout the Village. Currently, the Village utilizes Ranger Construction Industries to assist with these types of projects/services and the previous piggyback contract (Palm Beach County) with the Village expired on October 15, 2021.

To ensure the lowest possible price, staff is recommending that the Village piggyback Palm Beach County's current contract that is awarded to Ranger Construction Industries. This selection by Palm Beach County was completed through a competitive selection process – Palm Beach County Annual Milling and Resurfacing Contract (ITB #R2021-0984 - Project Number 2021050 - August 17, 2021).

Note: Staff will be presenting the recommended roadway segments to be milled and resurfaced to be considered by the Village Council during January 13, 2022, Council meeting.

If approved, the Village would accept/renew Ranger Construction Industries' pricing by piggybacking Palm Beach County's contract, including all terms, conditions and pricing therein. The term of the proposed amended agreement, if approved, would expire on October 16, 2024. The County's contract provides for a renewal option to extend the contract for an additional six (6) months. 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 Village Manager, Interim Public Service Administrator, and the Finance Director.

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

FISCAL IMPACT:

Funds to support the proposed roadway milling and paving projects under this proposed agreement are available with the FY 2022 Budget - General Fund.

Allocated/Estimated Services Funding:	***Amount***
FY 2022 Approved Budget - General Fund (Roads, Sidewalk, Drainage & Bridge Maintenance)	$215,000.00

Expected Services Cost:	***Amount***
FY 2022 Approved Budget - General Fund (Roads, Sidewalk, Drainage & Bridge Maintenance)	$178,167.00

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 services over the term of this contract.

ATTACHMENTS:

Agreement - Roadway Milling Resurfacing - Ranger Construction (Piggyback)
Approval to Piggyback - Ranger Construction Industries
Palm Beach County - Executed Agreement - Ranger Construction Industries
Palm Beach County - Bid Tabulation
Palm Beach County - Ranger Constrction Bid
Palm Beach County - Invitation to Bid

AGREEMENT FOR ROADWAY MILLING AND RESURFACING

This Agreement for roadway milling and resurfacing ("Agreement") is entered into this 6th day of January, 2022, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Ranger Construction Industries, Inc.**, 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 provide roadway milling and resurfacing services for the VILLAGE; and

WHEREAS, Palm Beach County, through its competitive selection process, awarded a contract for roadway milling and resurfacing (Project No. 202150) ("PBC Contract") 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 to provide vehicle towing and storage services based on the pricing and terms and conditions of the PBC Contract; and

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

3. Agreement. In accordance with the terms and conditions in the PBC Contract and pricing therein, the CONTRACTOR shall provide roadway milling and resurfacing services as requested by the VILLAGE.

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

   (a) All written modifications and amendments hereto;
   (b) This Agreement;

(c) PBC Contract (including the Invitation to Bid, Contractor's Proposal and Contract and all attachments and exhibits thereto).

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

(a) All written modifications and amendments hereto;
(b) This Agreement;
(c) The PBC 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 PBC 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 PBC 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 PBC Contract renewal term which shall expire on October 16, 2024.

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. 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.

11. 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: _____
Beverly Smith, Mayor

ATTEST:

BY: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Glen J. Torcivia, Village Attorney

CONTRACTOR:
Ranger Construction Industries, Inc.

By: _____

Print Name: Jamie Timming
Print Title: Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 6th day of January, 2022 by Jamie Timming, as Vice President of **Ranger Construction Industries, 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: Terry Jo Basher
My commission expires: _____

Notary Public State of Florida
Terry Jo Basher
My Commission GG 228874
Expires 08/21/2022

December 20, 2021

Chad Girard
Assistant Public Service Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 32641

RE: Palm Beach County Annual Milling & Resurfacing Contract (Project No. 2021050)

Dear Chad Girard,

Ranger Construction Industries authorizes the Village of Palm Springs to piggyback the Annual Milling & Resurfacing Contract (Project No. 2021050) that we have active with Palm Beach County. Ranger will honor its pricing provided to Palm Beach County for the Village of Palm Springs under the terms and conditions of the contract.

Sincerely,

Thomas Ceccarelli

Digitally signed by Thomas Ceccarelli
Date: 2020.01.02 08:55:46 -05'00'

Jamie Timming
Vice- President
Ranger Construction Industries

CONTRACT

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

R2021 0984

AUG 17 2021

This Contract, made this ____ day of _____, 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 Ranger Construction Industries, 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 MILLING AND RESURFACING CONTRACT**

PROJECT NO.: **2021050**

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 **Fifty Million Dollars ($50,000,000.00)**, 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 Milling and Resurfacing Contract, Project No. 2021050 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)

Jamie Timming
(Print signatory's name)

General Manager
(Print signatory's title)

5/7/21
(Date)

(Corporate Seal)

ATTEST WITNESS:

_____
(Witness Signature)

Terry Basher
(Print Witness Name)

_____
(Witness Signature)

Cristina Lolli
(Print Witness Name)

CONTRACT

{SIGNATURE PAGES CONTINUED}

R2021 0984

ATTEST:

Joe Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Yelizaveta B. Herman
Assistant County Attorney

COUNTY:

AUG 17 2021

Palm Beach County, a Political Subdivision
Of the State of Florida, by and through its Board of
County Commissioners

By: _____
Dave Kerner, Mayor

BID TABULATIONS ANNUAL MILLING & RESURFACING CONTRACT PBC PROJECT #2021050				Average of Bid Items for All Bidders	Engineer's Estimate	Ranger Construction Industries, Inc.		M&M Asphalt Maintenance, Inc., d/b/a All County Paving	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Unit Price**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
EAST DISTRICT									
1	Mill Existing Asphalt Pavement (1")	2,220,000	SY	$ 2.83	$ 1.65	$ 2.00	$ 4,440,000.00	$ 1.85	$ 4,107,000.00
2	Mill Existing Asphalt Pavement (1.5")	111,000	SY	$ 3.09	$ 1.75	$ 2.00	$ 222,000.00	$ 2.00	$ 222,000.00
3	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	$ 148.60	$ 120.00	$ 120.00	$ 168,000.00	$ 140.00	$ 196,000.00
4	ACSC Type S-I (>200 Ton Orders)	17,500	TN	$ 126.88	$ 91.00	$ 100.00	$ 1,750,000.00	$ 111.00	$ 1,942,500.00
5	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	$ 148.60	$ 125.00	$ 120.00	$ 420,000.00	$ 140.00	$ 490,000.00
6	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	$ 125.48	$ 98.00	$ 108.00	$ 1,890,000.00	$ 111.00	$ 1,942,500.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	$ 148.60	$ 125.00	$ 120.00	$ 420,000.00	$ 140.00	$ 490,000.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	$ 129.28	$ 98.00	$ 115.00	$ 1,207,500.00	$ 111.00	$ 1,165,500.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	$ 122.60	$ 95.00	$ 108.50	$ 18,987,500.00	$ 110.00	$ 19,250,000.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	$ 149.00	$ 120.00	$ 120.00	$ 168,000.00	$ 140.00	$ 196,000.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	$ 129.04	$ 93.00	$ 100.00	$ 280,000.00	$ 111.00	$ 310,800.00
12	High Friction Surface Treatment	17,500	SY	$ 45.00	$ 65.00	$ 39.00	$ 682,500.00	$ 55.00	$ 962,500.00
WEST DISTRICT									
13	Mill Existing Asphalt Pavement (1")	370,000	SY	$ 2.85	$ 1.80	$ 1.90	$ 703,000.00	$ 1.85	$ 684,500.00
14	Mill Existing Asphalt Pavement (1.5")	3,700	SY	$ 4.59	$ 4.00	$ 2.00	$ 7,400.00	$ 7.50	$ 27,750.00
15	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	$ 150.00	$ 130.00	$ 120.00	$ 210,000.00	$ 140.00	$ 245,000.00
16	ACSC Type S-I (>200 Ton Orders)	70,000	TN	$ 124.08	$ 92.00	$ 100.00	$ 7,000,000.00	$ 110.00	$ 7,700,000.00
17	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	$ 150.00	$ 130.00	$ 120.00	$ 210,000.00	$ 140.00	$ 245,000.00
18	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	$ 128.68	$ 98.00	$ 105.00	$ 183,750.00	$ 111.00	$ 194,250.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 150.00	$ 130.00	$ 120.00	$ 210,000.00	$ 140.00	$ 245,000.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	$ 131.68	$ 100.00	$ 120.00	$ 210,000.00	$ 111.00	$ 194,250.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	$ 124.10	$ 100.00	$ 107.00	$ 187,250.00	$ 110.00	$ 192,500.00

BID TABULATIONS ANNUAL MILLING & RESURFACING CONTRACT PBC PROJECT #2021050				Average of Bid Items for All Bidders	Engineer's Estimate	Ranger Construction Industries, Inc.		M&M Asphalt Maintenance, Inc., d/b/a All County Paving	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Unit Price**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 150.00	$ 130.00	$ 120.00	$ 210,000.00	$ 140.00	$ 245,000.00
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	$ 129.24	$ 96.00	$ 104.00	$ 364,000.00	$ 111.00	$ 388,500.00
24	High Friction Surface Treatment	7,000	SY	$ 45.00	$ 65.00	$ 39.00	$ 273,000.00	$ 55.00	$ 385,000.00
EAST AND WEST DISTRICTS									
25	Off Duty Police Officer	700	HR	$ 67.90	$ 70.00	$ 75.00	$ 52,500.00	$ 73.50	$ 51,450.00
26	Portable Milling Machine	875	HR	$ 260.00	$ 210.00	$ 230.00	$ 201,250.00	$ 210.00	$ 183,750.00
27	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	$ 5,285.00	$ 7,000.00	$ 8,000.00	$ 1,480,000.00	$ 4,250.00	$ 786,250.00
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	$ 2.97	$ 2.00	$ 2.10	$ 1,554,000.00	$ 1.85	$ 1,369,000.00
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	$ 3.14	$ 2.20	$ 2.05	$ 189,625.00	$ 2.00	$ 185,000.00
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roac	17,500	TN	$ 137.20	$ 150.00	$ 120.00	$ 2,100,000.00	$ 120.00	$ 2,100,000.00
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roac	35,000	TN	$ 127.68	$ 130.00	$ 115.00	$ 4,025,000.00	$ 115.00	$ 4,025,000.00
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	$ 5.00	$ 3.00	$ 2.00	$ 70,000.00	$ 2.00	$ 70,000.00
33	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	$ 3.38	$ 2.00	$ (3.10)	$ (108,500.00)	$ -	$ -
34	Manhole Adjustment	1,750	EA	$ 633.00	$ 180.00	$ 180.00	$ 315,000.00	$ 225.00	$ 393,750.00
35	Adjust Valve Boxes & Misc. Structures	1,750	EA	$ 239.00	$ 75.00	$ 95.00	$ 166,250.00	$ 125.00	$ 218,750.00
36	Box Out Shoulder (as per detail)	350	HR	$ 172.00	$ 140.00	$ 140.00	$ 49,000.00	$ 150.00	$ 52,500.00
37	Remove and Re-install Wheel Stops	963	EA	$ 54.45	$ 50.00	$ 40.00	$ 38,520.00	$ 55.00	$ 52,965.00
38	Bituminous Material (Prime Coat)	350	Gal	$ 5.40	$ 6.00	$ 6.50	$ 2,275.00	$ 5.00	$ 1,750.00
39	Premium for work within Railroad rights-of-way (see footnote)	70	EA	$ 2,700.00	$ 5,400.00	$ 1,300.00	$ 91,000.00	$ 1,000.00	$ 70,000.00
TOTAL BID						**$**	**50,629,820.00**	**$**	**51,581,715.00**

BID TABULATIONS ANNUAL MILLING & RESURFACING CONTRACT PBC PROJECT #2021050				Hardrives of Delray, Inc.		General Asphalt Co., Inc.		Saffold Paving, Inc.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
EAST DISTRICT									
1	Mill Existing Asphalt Pavement (1")	2,220,000	SY	$ 1.40	$ 3,108,000.00	$ 2.00	$ 4,440,000.00	$ 6.90	$ 15,318,000.00
2	Mill Existing Asphalt Pavement (1.5")	111,000	SY	$ 2.00	$ 222,000.00	$ 2.45	$ 271,950.00	$ 7.00	$ 777,000.00
3	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	$ 120.00	$ 168,000.00	$ 156.00	$ 218,400.00	$ 207.00	$ 289,800.00
4	ACSC Type S-I (>200 Ton Orders)	17,500	TN	$ 118.00	$ 2,065,000.00	$ 126.00	$ 2,205,000.00	$ 179.40	$ 3,139,500.00
5	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	$ 120.00	$ 420,000.00	$ 156.00	$ 546,000.00	$ 207.00	$ 724,500.00
6	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	$ 118.00	$ 2,065,000.00	$ 111.00	$ 1,942,500.00	$ 179.40	$ 3,139,500.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	$ 120.00	$ 420,000.00	$ 156.00	$ 546,000.00	$ 207.00	$ 724,500.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	$ 120.00	$ 1,260,000.00	$ 121.00	$ 1,270,500.00	$ 179.40	$ 1,883,700.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	$ 118.00	$ 20,650,000.00	$ 111.00	$ 19,425,000.00	$ 165.50	$ 28,962,500.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	$ 122.00	$ 170,800.00	$ 156.00	$ 218,400.00	$ 207.00	$ 289,800.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	$ 120.00	$ 336,000.00	$ 121.00	$ 338,800.00	$ 193.20	$ 540,960.00
12	High Friction Surface Treatment	17,500	SY	$ 39.00	$ 682,500.00	$ 60.00	$ 1,050,000.00	$ 32.00	$ 560,000.00
WEST DISTRICT									
13	Mill Existing Asphalt Pavement (1")	370,000	SY	$ 1.60	$ 592,000.00	$ 2.00	$ 740,000.00	$ 6.90	$ 2,553,000.00
14	Mill Existing Asphalt Pavement (1.5")	3,700	SY	$ 4.00	$ 14,800.00	$ 2.45	$ 9,065.00	$ 7.00	$ 25,900.00
15	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 156.00	$ 273,000.00	$ 207.00	$ 362,250.00
16	ACSC Type S-I (>200 Ton Orders)	70,000	TN	$ 120.00	$ 8,400,000.00	$ 111.00	$ 7,770,000.00	$ 179.40	$ 12,558,000.00
17	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 156.00	$ 273,000.00	$ 207.00	$ 362,250.00
18	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 121.00	$ 211,750.00	$ 179.40	$ 313,950.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 156.00	$ 273,000.00	$ 207.00	$ 362,250.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 121.00	$ 211,750.00	$ 179.40	$ 313,950.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 111.00	$ 194,250.00	$ 165.50	$ 289,625.00

BID TABULATIONS ANNUAL MILLING & RESURFACING CONTRACT PBC PROJECT #2021050				Hardrives of Delray, Inc.		General Asphalt Co., Inc.		Saffold Paving, Inc.	
Item #	**Item Descrption**	**Qty.**	**Units**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 127.00	$ 222,250.00	$ 156.00	$ 273,000.00	$ 207.00	$ 362,250.00
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	$ 127.00	$ 444,500.00	$ 111.00	$ 388,500.00	$ 193.20	$ 676,200.00
24	High Friction Surface Treatment	7,000	SY	$ 39.00	$ 273,000.00	$ 60.00	$ 420,000.00	$ 32.00	$ 224,000.00
EAST AND WEST DISTRICTS									
25	Off Duty Police Officer	700	HR	$ 90.00	$ 63,000.00	$ 66.00	$ 46,200.00	$ 35.00	$ 24,500.00
26	Portable Milling Machine	875	HR	$ 110.00	$ 96,250.00	$ 500.00	$ 437,500.00	$ 250.00	$ 218,750.00
27	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	$ 3,675.00	$ 679,875.00	$ 8,000.00	$ 1,480,000.00	$ 2,500.00	$ 462,500.00
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	$ 2.00	$ 1,480,000.00	$ 2.00	$ 1,480,000.00	$ 6.90	$ 5,106,000.00
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	$ 2.25	$ 208,125.00	$ 2.40	$ 222,000.00	$ 7.00	$ 647,500.00
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roac	17,500	TN	$ 118.00	$ 2,065,000.00	$ 121.00	$ 2,117,500.00	$ 207.00	$ 3,622,500.00
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roac	35,000	TN	$ 118.00	$ 4,130,000.00	$ 111.00	$ 3,885,000.00	$ 179.40	$ 6,279,000.00
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	$ 1.00	$ 35,000.00	$ 0.01	$ 350.00	$ 20.00	$ 700,000.00
33	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	$ -	$ -	$ 0.01	$ 350.00	$ 20.00	$ 700,000.00
34	Manhole Adjustment	1,750	EA	$ 250.00	$ 437,500.00	$ 440.00	$ 770,000.00	$ 2,070.00	$ 3,622,500.00
35	Adjust Valve Boxes & Misc. Structures	1,750	EA	$ 300.00	$ 525,000.00	$ 330.00	$ 577,500.00	$ 345.00	$ 603,750.00
36	Box Out Shoulder (as per detail)	350	HR	$ 220.00	$ 77,000.00	$ 150.00	$ 52,500.00	$ 200.00	$ 70,000.00
37	Remove and Re-install Wheel Stops	963	EA	$ 26.25	$ 25,278.75	$ 96.00	$ 92,448.00	$ 55.00	$ 52,965.00
38	Bituminous Material (Prime Coat)	350	Gal	$ 6.00	$ 2,100.00	$ 6.00	$ 2,100.00	$ 3.50	$ 1,225.00
39	Premium for work within Railroad rights-of-way (see footnote)	70	EA	$ 5,000.00	$ 350,000.00	$ 1,200.00	$ 84,000.00	$ 5,000.00	$ 350,000.00
TOTAL BID				**$**	**53,021,478.75**	**$**	**54,757,313.00**	**$**	**97,214,575.00**

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.

PAY ITEM FOOTNOTES

All costs for **Maintenance of Traffic (MOT)** shall be considered incidental to, and shall be included in, unit prices for the pay items. The only exceptions to this shall be the Off Duty Police Officer required per specification and standards or as directed by Palm Beach County and the premium for MOT within a railroad right-of-way which shall be included in the "Premium for work within Railroad rights-of-way" item.

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.

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.

Manhole Adjustment, each, may be accomplished using precast rings or other methods acceptable to the County.

Remove and Re-install Wheel Stops, each, 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 stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.

Residential roadways will be identifed by Palm Beach County. The intent of Residential Roadway items is for those roadways within subdivisions with direct driveway connections. Note there are also local streets and collector roads with direct driveway connections that will not be considered as a Residential Roadway.

Palm Beach County reserves the right to acquire **millings** at their discretion. Delivery options include, transport of millings using Palm Beach County vehicles and/or Contractor supplied vehicles (surcharge to be applied).

Surcharge for delivery of millings will include all labor, equipment and materials required to deliver millings to the Palm Beach County stockpile site on Benoist Farms Road.

Premium for work within Railroad rights-of-way shall include all additional costs required to work within the railway right-of-way. This shall include, but not be limited to permitting, maintenance of traffic, railroad protective liability insurance policies, and other permit requirements.

Bids as read at opening on March 16, 2021, 2:00 PM

All bids subject to OEBO compliance and Board Approval.

Prepared by: Colleen Flanagan, Technical Assistant 1

Checked by: Holly B. Knight, P.E., Contracts Section Manager

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

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

DATE: April 6, 2021

TO: Holly B. Knight, P.E., Contracts Section Manager

FROM: Angela D. Smith, Small Business Development Specialist III
Office of Equal Business Opportunity

THROUGH: Allen Gray, Manager
Office of Equal Business Opportunity

SUBJECT: **Compliance Review on Project No. 2021050: Annual Milling & Resurfacing Contract**

The following bids, opened by the Department of Engineering and Public Works on March 16, 2021, 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. The percentages are calculated on the amount less contingency, if applicable, there is no rounding. The API is applied to PBC OEBO certified SMWBE firms with properly executed Schedules.

Bidder #1:	Ranger Construction, Inc. 101 Sansbury's Way West Palm Beach, FL 33411
Phone:	561-793-9400
Total Bid Amount:	**$50,629,820.00**
Amount Less Contingency:	N/A
SBE Prime:	**NO**
Total API Achieved:	**15%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
Sirdar Trucking, Inc.	**SBE**	05/07/24	**6%**
Almazan Construction, LLC	**S/MBE**	08/02/22	**9%**

Bidder #2:	M&M Asphalt Maintenance, Inc.[1] d/b/a All County Paving 1180 SW 10th Street Delray Beach, FL 33444
Phone:	561-588-0949
Total Bid Amount:	**$51,581,715.00**
Amount Less Contingency:	N/A
SBE Prime:	**NO**
Total API Achieved:	**15%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
Almazan Construction, LLC	**S/MBE**	08/02/22	**4%**
TRU Trucking	**S/MBE**	10/26/22	**11%**
Deangelo Brothers, LLC	Non-SBE	--	3%
Line Design Solutions	Non-SBE	--	3%
Acme Barricades	Non-SBE	--	3%

Bidder #3:	Hardrives of Delray, Inc. 2101 South Congress Avenue Delray Beach, FL 33445
Phone:	561-278-0456
Total Bid Amount:	**$53,021,478.75**
Amount Less Contingency:	N/A
SBE Prime:	**NO**
Total API Achieved:	**0%**[ii]

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
Acme Barricades	Non-SBE	--	2.5%
DeAngelo Brothers	Non-SBE	--	1.37%

Bidder #4:	General Asphalt Co., Inc. 4850 NW 72nd Avenue Miami, FL 33166
Phone:	305-592-3480
Total Bid Amount:	**$54,757,313.00**
Amount Less Contingency:	N/A
SBE Prime:	**NO**
Total API Achieved:	**15%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
Municipal Contractors	**SBE**	11/19/20	**10%**
Sirdar Trucking	**SBE**	05/08/18	**5%**

Bidder #5:	Saffold Paving, Inc. 2915 E. Tamarind Avenue, Suite 3 West Palm Beach, FL 33407
Phone:	561-469-6513
Total Bid Amount:	**$97,214,575.00**
Amount Less Contingency:	N/A
SBE Prime:	**YES**
Total API Achieved:	**72%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
Saffold Paving, Inc.	**S/MBE**	01/16/23	**72%**
Rapid Milling Paving LLC	Non-SBE	--	27%

EVALUATION:

BIDDER #1: Ranger Construction, Inc. is the **lowest bidder** responsive to the API.

BIDDER #2: M&M Asphalt Maintenance, Inc. d/b/a All County Paving is the **second lowest bidder** responsive to the API.

BIDDER #3: Hardrives of Delray, Inc. is the **third lowest bidder non-responsive to the API.**

BIDDER #4: General Asphalt Co., Inc. is the **fourth lowest bidder** responsive to the API.

BIDDER #5: Saffold Paving, Inc. is the **fifth lowest bidder** responsive to the API.

[i] M&M Asphalt Maintenance, Inc. d/b/a All County Paving listed all of their Non-SBE subcontractors on their Schedule 1, but did not include a Schedule 2. If awarded, this Prime Contractor MUST submit Schedule 2 forms for ALL Subcontractors. All Schedules were submitted for SBE subcontractors.

[ii] Hardrives of Delray, Inc. d/b/a Hardrives, Inc. is non-responsive to the API of 20% minimum mandatory SBE participation set for this solicitation. Only Palm Beach County certified SMWBE firms count toward the API set for Palm Beach County contracts. There is no record that Hardrives, Inc. requested a waiver of the API prior to the bid due date.

EBO FORMS

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: ANNUAL MILLING AND RESURFACING CONTRACT

SOLICITATION/PROJECT/BID No.: 2021050

NAME OF PRIME RESPONDENT/BIDDER: Ranger Construction Industries, Inc.

ADDRESS: 101 Sansbury's Way, West Palm Beach, FL 33411

CONTACT PERSON: Beatriz Ramirez

PHONE NO.: (561) 793-9400 E-MAIL: beatriz.ramirez@rangerconstruction.com estimating@rangerconstruction.com

SOLICITATION OPENING/SUBMITTAL DATE: 03/16/2021

DEPARTMENT: Estimating

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. Sirdar Trucling, Inc. 13332 71st Place North, West Palm Beach 33412 (561) 723-6820	☐	☐	X					Asian $3,037,789.20
2. Almazan Construction LLC 2771 Vista Pkway, Ste F6, West Palm Beach, Fl 33411 (561) 812-3672	☐	☐	X		X			$4,556,683.80
3.	☐	☐	☐					
4.	☐	☐	☐					
5.	☐	☐	☐					
(Please use additional sheets if necessary) Total								

Total Bid Price $ 50,629,820.00

Total SBE - M/WBE Participation $7,594,473 (15%)

I hereby certify that the above information is accurate to the best of my knowledge: _____ Signature

Asst Secretary - Operations Manager 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.

PROJECT NO. 2021050

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: ANNUAL MILLING AND RESURFACING CONTRACT PALM BEACH COUNTY, FLORIDA

Prime Contractor: Ranger Construction Industries, Inc. Subcontractor: Sirdar Trucking Inc

(Check box(s) that apply)

☑ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): MAY 7, 2021

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		☐ Supplier
	☐ Hispanic American	☐ Native American			

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
#9	SUPERPAVE ASPHALT (SP9.5)	$75/hr	40,503 hr		$3,037,789.22
	Hauling aggregates				

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: $3,037,789.22 (6%)

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.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Ranger Construction Industries, Inc.
Print Name of Prime

By: _____
Authorized Signature

Jamie Timming
Print Name

Asst Secretary - Operations Manager
Title

Date: 02/23/2021

SIRDAR TRUCKING INC
Print Name of Subcontractor/subconsultant

By: Phoolmattie Sirdar
Authorized Signature

Phoolmattie Sirdar
Print Name

President
Title

Date: 2/15/2021

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

Revised 09/17/2019

Sirdar Trucking Inc.

13332 71st pl. North
West Palm Beach, FL. 33412

Cell	Office	Fax
561-723-6820	561-714-2229	561-791-3964

samantha.sirdar@yahoo.com

Proposal

February 2, 2021

To: Ranger Construction Industries, Inc

Re: Annual Milling and Resurfacing Contract -Project 2021050

Sirdar Trucking is pleased to quote a price for all specifically described scopes of work

Trucking and Hauling Only: From White Rock Quarries to West Palm Beach Plant $15.30 Per Ton

Trucking and Hauling Hourly Rate Only: $75.00 Per Hour (Four Hour Minimum One Hour Travel Time)

Thank You,

Phoolmattie Samantha Sirdar, President *Phoolmattie Sirdar*

ALMAZAN CONSTRUCTION

2771 Vist[illegible]way, Unit F6
West Palm Beach, FL 33411
Telephone: (561) 812-3672

E-Mail: info@almazanconstruction.com
CGC1522526

Proposal

Date: 2/5/2021
To: Ranger Construction
Attn: Beatriz Ramirez
Subject: Annual Milling & Resurfacing Contract

Almazan Construction is pleased to quote a price on the following specifically described scopes of work:

RATES

1)	MILLLING - DAILY RATE (0-8 HRS)	1	EA	$	3,500.00	$	3,500.00
2)	CLEAN-UP - DAILY RATE (0-8 HRS)	1	EA	$	1,400.00	$	1,400.00
3)	PAVING CREW (ASPHALT MACHINE, ROLLER, TRAFFIC ROLLER) DAILY RATE (0-8 HRS PER DAY)	1	EA	$	6,000.00	$	6,000.00
4)	TRI-AXLE DUMP TRUCKS (6 HR MINIMUM)					$60.00 PER HR	

Bid excludes permits, fees, performance and payment bonds, certified as-builts, construction layout, MOT, nor unforeseen items. We purpose hereby to furnish material and labor complete in accordance with the above specifications with payments to be made as follows: **Due upon completion.**

Sincerely,
Almazan Construction

Samuel J Almazan

Samuel J. Almazan
Project Manager

Please Note: Proposal may be withdrawn in 30 days.
Please sign and return if acceptance of proposal.

Signature_____ Date_____
Please Note: By signing customer agrees to the terms of payment.

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Sirdar Trucking, Inc.

Vendor # **VC0000126876**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

May 08, 2021 to May 07, 2024

The following services and/or products are covered under this certification:

Hauling Services; Debris/Recycled Material Hauling Services

Allen Gray, Manager
02/16/2021

PALM BEACH COUNTY • FLORIDA

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

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: PROJECT NO. 2021050

SOLICITATION/PROJECT NAME: ANNUAL MILLING AND RESURFACING CONTRACT PALM BEACH COUNTY, FLORIDA

Prime Contractor: Ranger Construction Industries, Inc. Subcontractor: Almazan Construction LLC

(Check box(s) that apply)

☒SBE ☐WBE ☒MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 8/2/2022

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
#1	MILLING EXISTING ASPHALT	$4.90/sy	310 sy		$1,519,000
	Milling & Clean up				
#9	SUPERPAVE ASPHALT (SP 9.5)	$60/ton	5062.8 ton		$303,768.00
	HAULING Asphalt				

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: $4,556,683.00 (9%)

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.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Ranger Construction Industries, Inc.
Print Name of Prime

By: _____
Authorized Signature

Jamie Timming
Print Name

Asst Secretary - Operations Manager
Title

Date: 02/23/2021

Almazan Construction
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Samuel J. Almazan
Print Name

President
Title

Date: 2/23/2021

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

Revised 09/17/2019

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Almazan Construction, LLC
Vendor # VS0000011267

is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from August 3, 2019 to August 2, 2022

The following Services and/or Products are covered under this certification:

Clearing & Grubbing; Construction General Backfill, Digging, Ditching; Demolition; Excavation Services; Paver Block Installation; Construction Curb & Gutter; Construction Sewer & Storm Drain; Construction Sidewalk & Driveway; Construction Water System; Construction Services Maint/Repair Highway and Roads, Asphalt Removal; Construction Services Maint/Repair Parking Lots and Alleys; Construction Services Maint/Repair Sidewalk and Driveway Including Removal; Construction Services Maint/Repair Paving and Resurfacing Parking Lots and Alleys; Construction Services Maint/Repair Paving and Resurfacing Highway and Road; Hauling Services; Transport Equipment; and Grading: Parking Lots, Etc.

Allen Gray

Allen F. Gray, Manager
August 3, 2019

PALM BEACH COUNTY • FLORIDA •

Palm Beach County Board of County Commissioners

Mack Bernard , Mayor
Dave Kerner, Vice Mayor
Hal Valeche
Greg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay,

County Administrator
Verdenia C. Baker

Assistant County Administrator
Jon Van Arnam

Office of Equal Business Opportunity
Good Faith Efforts Form

PRIME CONTRACTOR GOOD FAITH EFFORTS

Prime Contractor Name: Ranger Construction Industries, Inc.

Project Name: ANNUAL MILLING AND RESURFACING CONTRACT

Project No.: 2021050

Date Submitted: 02/23/2021

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)
Trucking		X	SBE	Rapid Removal, Inc./James Carpenter/james@rapidremoval.net 4105 Burns Rd, Palm Beach Gardens, FL 33410/ (561) 622-2242	X	Phone	3	2/2-2/3/2021	No response	they didnt answer the phone or the email
		X	MBE	[illegible] 2300 Palm Beach Lakes Blvd, WPB 33409/ (561).689-0058	X	E-mail	3	2/2-2/3/2021	no quoting	Spoke with Henry, they are not interested to work in this job.
			WBE	[illegible] 904 Prosperity Farms Road, North Palm Beach 33408/ (561) 619-6822		Fax	2	2/2-2/3/2021	no quoting	they only do landscaping
			SMWBE	[illegible] Supplies, Inc.		Pre-Bid	2	2/2-2/3/2021	no quoting	the only provide waste equipment

Authorized Signature: [redacted] **Date:** 01/23/2021 **Phone:** (561) 793-9400

Print Name: Jamie Timming **Email Address:** beatriz.ramirez@rangerconstruction.com estimating@rangerconstruction.com

N/A

N/A

Palm Beach County

Office of Equal Business Opportunity

Subcontracting Goal – Waiver Request Form

PROJECT NAME:	ANNUAL MILLING AND RESURFACING CONTRACT	DATE:	
COMPANY NAME:	Ranger Construction Industries, Inc.	CONTACT NO.:	(561) 662-3752
CONTACT PERSON:	Beatriz Ramirez	CONTACT EMAIL:	beatriz.ramirez@rangerconstruction.com estimating@rangerconstruction.com

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

We contacted all the companies from the Palm Beach County Vendor Directory.

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

N/A

- ☐ The negotiated price
- ☐ Bids received from subcontractors that could provide a commercially useful function
- ☒ Additional comments, if any

None of the listed subs quoted.

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

Beatriz Ramirez x

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.

	Jamie Timming / Asst Secretary - Operations Manager
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

N/A

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
Ranger Construction Industries, Inc.	Beatriz Ramirez/Jamie Timming	(561) 793-9400

Project Name	Bid/Proposal/Project No.
ANNUAL MILLING AND RESURFACING C	2021050

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

Ranger Construction Industries, Inc.
(COMPANY NAME)

101 Sansbury's Way
(COMPANY ADDRESS)

West Palm Beach, FL
(COMPANY CITY & STATE)

33411
(COMPANY ZIP CODE)

CONTACT NAME Beatriz Ramirez / Jamie Timming

PHONE NUMBER (561) 793-9400

FACSIMILE NUMBER (561) 790-4332

EMAIL ADDRESS beatriz.ramirez@rangerconstruction.com estimating@rangerconstruction.com

59-2098662
FEDERAL TAX I.D. #

03/16/2021
DATE SUBMITTED

FOR THE CONSTRUCTION OF: **ANNUAL MILLING AND RESURFACING CONTRACT**
PALM BEACH COUNTY PROJECT NO. 2021050

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 MILLING AND RESURFACING
CONTRACT
PBC PROJECT # 2021050

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
EAST DISTRICT					
1	Mill Existing Asphalt Pavement (1")	2,220,000	SY	$ 2.00	$ 4,440,000.00
2	Mill Existing Asphalt Pavement (1.5")	111,000	SY	$ 2.00	$ 222,000.00
3	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	$ 120.00	$ 168,000.00
4	ACSC Type S-I (>200 Ton Orders)	17,500	TN	$ 100.00	$ 1,750,000.00
5	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	$ 120.00	$ 420,000.00
6	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	$ 108.00	$ 1,890,000.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	$ 120.00	$ 420,000.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	$ 115.00	$ 1,207,500.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	$ 108.50	$ 18,987,500.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	$ 120.00	$ 168,000.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	$ 100.00	$ 280,000.00
12	High Friction Surface Treatment	17,500	SY	$ 39.00	$ 682,500.00
WEST DISTRICT					
13	Mill Existing Asphalt Pavement (1")	370,000	SY	$ 1.90	$ 703,000.00
14	Mill Existing Asphalt Pavement (1.5")	3,700	SY	$ 2.00	$ 7,400.00
15	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	$ 120.00	$ 210,000.00
16	ACSC Type S-I (>200 Ton Orders)	70,000	TN	$ 100.00	$ 7,000,000.00
17	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	$ 120.00	$ 210,000.00
18	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	$ 105.00	$ 183,750.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 120.00	$ 210,000.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	$ 120.00	$ 210,000.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	$ 107.00	$ 187,250.00
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 120.00	$ 210,000.00
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	$ 104.00	$ 364,000.00
24	High Friction Surface Treatment	7,000	SY	$ 39.00	$ 273,000.00
EAST AND WEST DISTRICTS					
25	Off Duty Police Officer	700	HR	$ 75.00	$ 52,500.00
26	Portable Milling Machine	875	HR	$ 230.00	$ 201,250.00
27	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	$ 8,000.00	$ 1,480,000.00
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	$ 2.10	$ 1,554,000.00
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	$ 2.05	$ 189,625.00
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roadways	17,500	TN	$ 120.00	$ 2,100,000.00
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roadways	35,000	TN	$ 115.00	$ 4,025,000.00
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	$ 2.00	$ 70,000.00
33	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	$ (3.10)	$ (108,500.00)

BID PROPOSAL

ANNUAL MILLING AND RESURFACING

CONTRACT

PBC PROJECT # 2021050

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
34	Manhole Adjustment	1,750	EA	$ 180.00	$ 315,000.00
35	Adjust Valve Boxes & Misc. Structures	1,750	EA	$ 95.00	$ 166,250.00
36	Box Out Shoulder (as per detail)	350	HR	$ 140.00	$ 49,000.00
37	Remove and Re-install Wheel Stops	963	EA	$ 40.00	$ 38,520.00
38	Bituminous Material (Prime Coat)	350	Gal	$ 6.50	$ 2,275.00
39	Premium for work within Railroad rights-of-way (see footnote)	70	EA	$ 1,300.00	$ 91,000.00
				TOTAL BID	**$ 50,629,820.00**

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.

PAY ITEM FOOTNOTES:

All costs for **Maintenance of Traffic (MOT)** shall be considered incidental to, and shall be included in, unit prices for the pay items. The only exceptions to this shall be the Off Duty Police Officer required per specification and standards or as directed by Palm Beach County and the premium for MOT within a railroad right-of-way which shall be included in the "Premium for work within Railroad rights-of-way" item.

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.

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.

Manhole Adjustment, each, may be accomplished using precast rings or other methods acceptable to the County.

Remove and Re-install Wheel Stops, each, 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 stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.

Residential roadways will be identifed by Palm Beach County. The intent of Residential Roadway items is for those roadways within subdivisions with direct driveway connections. Note there are also local streets and collector roads with direct driveway connections that will not be considered as a Residential Roadway.

Palm Beach County reserves the right to acquire **millings** at their discretion. Delivery options include, transport of millings using Palm Beach County vehicles and/or Contractor supplied vehicles (surcharge to be applied).

Surcharge for delivery of millings will include all labor, equipment and materials required to deliver millings to the Palm Beach County stockpile site on Benoist Farms Road.

Premium for work within Railroad rights-of-way shall include all additional costs required to work within the railway right-of-way. This shall include, but not be limited to permitting, maintenance of traffic, railroad protective liability insurance policies, and other permit requirements.

PROPOSAL FORM

PROJECT NO. **2021050**

TOTAL BID 00
$ 50,629,820.
IN FIGURES

The Contractor acknowledges that Addenda 1 thru 6 have been received and that related costs are reflected in the submitted bid. Contractor has committed to ***goal of*** 15 ***% 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.

PROPOSAL FORM

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 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: Ranger Construction Industries, Inc. Authorized Officer: Jamie Timming (Print)

Address: 101 Sansbury's Way 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 MILLING AND RESURFACING CONTRACT

PALM BEACH COUNTY PROJECT NO. 2021050

"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: Ranger Construction Industries, Inc.

By: _____ Date: 03/16/2021

Name and Title: Jamie Timming - Asst Secretary/Operations Manager

Address or P.O. Box: 101 Sansbury's Way

West Palm Beach	Florida	33411
City	State	Zip Code

Telephone: (561) 793-9400

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:

__X__ **Local Business** (A local business has a permanent place of business in Palm Beach County**)

(Please indicate):
__X__ 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 Jamie Timming
(Name of Individual)

Asst Secretary/Operations Manager, of Ranger Construction Industries, 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.

Signature

03/16/2021
Date

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
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	KRACUNAS MICHAEL B	CGC031554	B20.538347 - 07/28/20	$369.60	B40167781

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

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

LBTR Number: 2017102466
EXPIRES: SEPTEMBER 30, 2021

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

5 6 - 1573

RANGER CONSTRUCTION IND INC
RANGER CONSTRUCTION IND INC
101 SANSBURYS WAY
WEST PALM BEACH FL 33411-3693

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
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	KRACUNAS MICHAEL B	CGC031554	B20.538346 - 07/28/20	$99.00	B40167782

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

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

LBTR Number: 2017102465
EXPIRES: SEPTEMBER 30, 2021

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

5 6 - 1545

RANGER CONSTRUCTION IND INC
RANGER CONSTRUCTION IND INC
101 SANSBURYS WAY
WEST PALM BEACH FL 33411-3693

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 Milling and Resurfacing Contract

Contractor Name: Ranger Construction Industries, Inc.

Contact Person: Beatriz Ramirez - Jamie Timming

Contractor Address: 101 Sansbury's Way
West Palm Beach, Fl 33411

Contractor Phone: (561) 793-9400

Amount of Contract: $50,000,000

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, 2020, through September 30, 2021, is $12.83/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 16 day of March, 20 21.

(Authorized Signature)

(Corporate Seal)

Jamie Timming - Asst Secretary/Operations Manager
(Print Name and Title)

LW-2

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 **$12.83** 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, 2020, through September 30, 2021.

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 $12.83 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 $12.83 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 $12.83 pa 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)

Jamie Timming - Asst Secretary/Operations Manager
(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".

03/16/2021

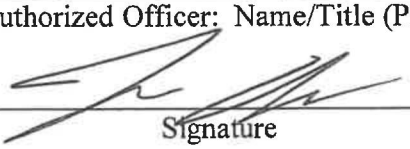
Date

Ranger Construction Industries, Inc.

Company Name (Print)

Jamie Timming - Asst Secretary/Operations Manager

Authorized Officer: Name/Title (Print)



Signature

Ranger Construction

March 16, 2021

Omelio A. Fernandez. PE, Director
Board of County Commissioners of Palm Beach County
Office of Palm Beach County Engineering & Public Works
Roadway Production Division
2300 North Jog Road
West Palm Beach, FL 33411-2745

Re:
ANNUAL MILLING AND RESURFACING
CONTRACT
PALM BEACH COUNTY, FLORIDA
PROJECT NO. 2021050

Living Wage Certification
Dear Mr. Fernandez:

Scope of services for the above referenced project consist of Milling and resurfacing various roads within Palm Beach County. This is an annual countywide contract on a work task order basis, and other work as directed by the Engineer.

Ranger Construction Industries, Inc. (RCI) acknowledges that the Living Wage Ordinance is in effect and, in the event RCI is awarded this contract, is committed to follow the procedures as outlined in the contract documents on pages LW-1 through LW-4.
Sincerely,

Jamie Timming
Asst. Secretary/Operations Manager

Cc: File

101 Sansbury's Way, West Palm Beach, FL 33411, Phone (561) 793-9400, Fax (561) 790-4332

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.

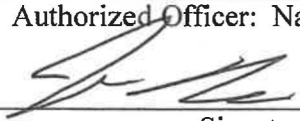
If the County determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. 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.

03/16/2021
Date

Ranger Construction Industries, Inc.
Company Name (Print)

Jamie Timming - Asst Secretary/Operations Manager
Authorized Officer: Name/Title (Print)



Signature

SC-1

BID BOND

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS: That we, Ranger Construction Industries, Inc. (Principal), and Travelers Casualty and Surety Company of America 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 MILLING AND RESURFACING CONTRACT, PROJECT NO. 2021050, 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 as required in sections 3-5 and 3-6 of the General Provisions 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 as required in sections 3-5 and 3-6 of the General Provisions 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, Ranger Construction Industries, Inc. as Principal herein, has caused these presents to be signed in its name, by its Asst Secretary/Operations Mgr., and attested by its Secretary, under its corporate seal, and Travelers Casualty and Surety Company of America, as Surety herein, has caused these presents to be signed in its name, by its Attorney-In-Fact, under its corporate seal, this 16th day of March, A.D., 20 21.

ATTEST:

Douglas Browning
(Signature)

Douglas Browning
(Print Name)

Sec/Treas
(Title)

Ranger Construction Industries, Inc.
(Seal)

By: _____
(Principal)

ATTEST:

Helena Ma. Arango
(Signature)

Elena Arango
(Print Name)

Witness To Surety
(Title)

Travelers Casualty and Surety Company of America
(Seal)

By: _____
(Surety)

BB-2

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William Phelps** of **Melbourne, Florida** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of ,

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the Secretary *(insert title)* of Ranger Construction Industries, Inc. *(insert business name)* a Corporation *(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 Board of Directors *(insert form of management)* of the Firm on the 22 day of July, 20 20, in accordance with the laws of the State of Florida *(where Firm is organized)* of the Firm, and The articles of Incorporation *(governing documents)* of the Firm.

RESOLVED, that the Firm shall enter into that certain Contract 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 Jamie Timming, the Asst Secretary - Operations Manager of the Firm, is hereby authorized and instructed to execute such Contract and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Contract.

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 Contract.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 16 day of March, 20 21,

(SEAL)

(Signature)

Douglas Browning - Secretary/Treasurer
(Print Name and Title)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐ online notarization, this 16 day of March, 20 21, by Douglas Browning *(name)* as Secretary/Treasurer *(title)* for Ranger Construction Industries, Inc. *(firm)*, on behalf of the *(choose one)* corporation / company / partnership, who is ■ personally known to me or ☐ has produced Personally Known (type of identification) as identification.

(Notary Signature)

Notary Public, State of Florida

(Stamp/Seal)

Notary Public State of Florida
Terry Jo Basher
My Commission GG 228874
Expires 08/21/2022

(Print Notary Name)

Commission Number _____

My Commission Expires _____

CC-1

CONTRACT

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

R2021 0984

AUG 17 2021

This Contract, made this ____ day of _____, 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 Ranger Construction Industries, 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 MILLING AND RESURFACING CONTRACT**

PROJECT NO.: **2021050**

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 **Fifty Million Dollars ($50,000,000.00)**, 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 Milling and Resurfacing Contract, Project No. 2021050 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)

Jamie Timming
(Print signatory's name)

General Manager
(Print signatory's title)

5/7/21
(Date)

(Corporate Seal)

ATTEST WITNESS:

_____
(Witness Signature)

Terry Basher
(Print Witness Name)

_____
(Witness Signature)

Cristina Lolli
(Print Witness Name)

CONTRACT

{SIGNATURE PAGES CONTINUED}

R2021 0984

ATTEST:

Joe Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Yelizaveta B. Herman
Assistant County Attorney

COUNTY:

AUG 17 2021

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: 107425773

BOND AMOUNT: $50,000.00

CONTRACT AMOUNT: $50,000,000.00

CONTRACTOR'S NAME: Ranger Construction Industries, Inc.

CONTRACTOR'S ADDRESS: 101 Sansbury's Way
West Palm Beach, FL 33411

CONTRACTOR'S PHONE: 561-762-5118

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY ADDRESS: One Tower Square
Hartford, CT 06183

SURETY PHONE: 800-842-5075

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.: 2021050

DESCRIPTION OF WORK: Pavement Milling and Resurfacing

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:

$ 50,000.00

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.

AUG 17 2021

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a Contract with the County for:

Project Name:	Annual Milling and Resurfacing Contract
Project No.:	2021050
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 AUG 17 2021 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)

EXECUTIVE ASSISTANT

(Title)

Ranger Construction Industries, Inc.

(Seal)

By: _____

(Principal)

ATTEST:

(Signature)

CRISTINA LOLLI
ASSISTANT CONTROLLER

(Print Name)

Witness to Surety

(Title)

Travelers Casualty and Surety Company of America

(Seal)

By: _____

William Phelps, Attorney-In-Fact and FL Resident Agent

(Surety)

PUBLIC CONSTRUCTION BOND

DESCRIPTION OF WORK: Annual Milling and Resurfacing Contract

PROJECT LOCATION: Countywide

SURETY COMPANY: Travlers Casualty and Surety Company of America

SURETY ADDRESS: One Tower Square
Hartford, CT 06183

SURETY PHONE: 800-842-5075

BOND NUMBER: 107425773

BOND AMOUNT: $50,000.00

CONTRACT AMOUNT: $50,000,000.00

As the Surety Company for Ranger Construction Industries, 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, Travelers Casualty and Surety Company of America, 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.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William Phelps** of **Melbourne, Florida** their true and lawful Attorney-in-Fact tosign, execute, seal and acknowledge any and all bonds,recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this AUG 17 2021 day of

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

CERTIFICATION OF SUBLET WORK

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT

ROADWAY CONSTRUCTION SITES
ANNUAL MILLING AND RESURFACING CONTRACT
PALM BEACH COUNTY PROJECT NO. 2021050

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
Almazan Construction LLC	Ranger Construction Industries, Inc	Milling & Paving	$4,556,683.80
Facilities Pro Sweep	Ranger Construction Industries, Inc	Power Sweeping	TBD
Pacesetter	Ranger Construction Industries, Inc	Personnel Services	TBD
Rapid Milling & Paving	Ranger Construction Industries, Inc	Milling & Paving	TBD
Bob's Barricades, Inc	Ranger Construction Industries, Inc	Temporary Traffic Control	TBD

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: Ranger Construction Industries, Inc

Authorized Officer: Jamie Timming, General Manager
(Print)

Address: 101 Sansbury's Way
West Palm Beach, FL 33411

Signature: _____

Ebix

Search

Insured Name

R & D Paving, LLC (0X000000

R & D Paving, LLC (0X000000065)

Active Records Only

Advance Search

Insured Tasks | Admin Tools

View

Insured

Notes

History

Deficiencies

Coverages

Requirements

Contract Screen

Add

Edit

Help

Video Tutorials

Home | Insured Tasks | View | Insured

Insured

Name:	R & D Paving, LLC
Account Number:	0X000000065
Address:	400 Executive Drive, Ste 210, West Palm Beach, FL, 33401
Status:	Currently in Compliance.

Insured

Business Liability | Post Insured Info | Print Compliance Report

Account Information

Account Number:	0X000000065		
Risk Type:	Standard - Construction Services		
Do Not Call		Address Updated:	

Address Information

Mailing Address		Physical Address	
Insured:	R & D Paving, LLC		
Address 1:	400 Executive Drive		
Address 2:	Ste 210		
City:	West Palm Beach		
State:	FL		
Zip	33401		
Country:			

Contact Information

Contact Number:			
Contract Start Date:	09/19/2018	Contract End Date:	09/18/2025
Contract Effective Date:		Contract Expiration Date:	
Description of Services:	Paving	Safety Form II:	No

Contact Information

Contact Name:	NANCY G ROSSO	Misc:	
Phone Number:	5615686681	Alt Phone Number:	
Fax Number:			
E-Mail Address:	nancy@randdpaving.com		
Appeal Date:			
Rank:	No		
Contract on File:	No		
Certificate Received:	Yes		
Indemnification Agreement:	No		
Tax Id:			

This Account created by GV on 09/19/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2021

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 George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	CONTACT NAME: Kristen LaPlante PHONE (A/C, No, Ext): 321-254-8477 FAX (A/C, No): 321-988-0209 E-MAIL ADDRESS: kristenlaplante@friedlandercompany.com
INSURED RANG001 Ranger Construction Industries, Inc. P O Box 15065 West Palm Beach FL 33416-5065	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Travelers Indemnity Co 25658 INSURER B : Charter Oak Fire Insurance 25615 INSURER C : Travelers Property & Casualty 25674 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 347018154 **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 X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	CO-5807B217-21	4/1/2021	4/1/2022	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 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CAP-5807B186-21	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	CUP-5809B407-21	4/1/2021	4/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-8L888782-21	4/1/2021	4/1/2022	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

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

Per Project Aggregate applies when required by written contract.

Project: Annual Milling and Resurfacing PBC Contract Number: 2021050
Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insureds when required by written contract with respect to work performed for them by the Named Insured and at the specified project.

CERTIFICATE HOLDER

Palm Beach County, Board of County Commissioners
c/o Engineering Department / Roadway
Production Division
2300 N. Jog Road 3rd Floor West
West Palm Beach FL 33411

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that:

   a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and

   b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

   is an insured, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

   (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

   (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

   (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

   the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

   (2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

   (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

   (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

   the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

   (3) If neither Paragraph **(1)** nor **(2)** above applies:

   (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

   (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section **III** – Limits Of Insurance.
   b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities.
   c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
   d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph **3.** above.
5. The following is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

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ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

a. After the signing and execution of the contract or agreement by you; and

b. While that part of the contract or agreement is in effect.

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POLICY NUMBER: CO-5807B217-21 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization for whom the Named Insured has agreed by written contract, executed prior to loss, to furnish this waiver
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB-8L888782-21

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for whom the Named Insured has agreed by written contract, executed prior to loss, to furnish this waiver

DESIGNATED ORGANIZATION:

Any person or organization for whom the Named Insured has agreed by written contract, executed prior to loss, to furnish this waiver

DATE OF ISSUE: ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

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to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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FRIEDLANDER COMPANY

GEORGE H. FRIEDLANDER COMPANY
Bonds & Insurance

1566 Kanawha Blvd., East 25311
PO Box 2466, Charleston, WV 25329
Telephone: 304/357-4520 * Fax: 304/345-8724

447 Montreal Ave., Melbourne, FL 32935
PO Box 10356, Melbourne, FL 32936
Telephone: 321/254-8477 * Fax 321/988-0209

April 27, 2021

Palm Beach County Engineering & Public Works Department
Roadway Production Division
2300 N. Jog Road
West Palm Beach, FL 33411

Re: Ranger Construction Industries, Inc.
Bond Number: 107425773
Public Construction Bond

To Whom It May Concern,

As the Surety Company for Ranger Construction Industries, Inc. we have executed the captioned bond. Since the contract date is unknown, we have left the bonds undated. As a duly authorized Attorney-In-Fact for the Surety, Travelers Casualty and Surety Company of America, permission is hereby granted to fill in the contract date on the bonds and power of attorney when the date is known. Also, the "signed and sealed" date on the bonds should be completed.

Sincerely,

William Phelps
Attorney-In-Fact for Travelers Casualty and Surety Company of America

Participation Form

Small Business Enterprise (SBE)/Affirmative Procurement Initiative (API)/ Minority/Women Owned Business Enterprise (M/WBE)

PROJECT _____

_____

PROJECT NO. _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was_____% /Affirmative Procurement Initiative (API) placed on this contract was_____%.

The Contractor achieved a Small Business Enterprise (SBE) participation/Affirmative Procurement Initiative (API) 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: _____

PRINT NAME: _____

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: _____

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

REQUEST:
- ☐ WORK ORDER NO. _____
- ☐ NEW AUTHORIZATION
- ☐ CHANGE ORDER NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ OTHER: _____

REQUESTING DIVISION:
- ☐ ROAD & BRIDGE
- ☐ TRAFFIC
- ☐ ROADWAY PRODUCTION
- ☐ CONSTRUCTION COOR.
- ☐ STREETSCAPE

INFORMATION:
DATE _____
REQUESTOR _____
COMMISSION DISTRICT NO: _____
RESOLUTION NO: _____
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/Affirmative Procurement Initiative (API) for this contract is _____%.
The estimated SBE participation/API for this request is _____%.
The cumulative SBE participation/API 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:

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? No **Date:** _____

Division Approval | Date

Budget Approval | Date

CONST-3

FORM OF GUARANTEE

BOND NO. 107425773

GUARANTEE FOR (Contractor and Surety Name) Ranger Construction Industries, Inc.

Travelers Casualty and Surety Company of America

We the undersigned hereby guarantee that the

Annual Milling and Resurfacing Contract (Project), Project Number 2021050, 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

Ranger Construction Industries, Inc. (Seal)
(Contractor)

By: _____ JAMIE TIMMING, GENERAL MANAGER.
(Signature) (Printed Name and Title)

Travelers Casualty and Surety Company of America (Seal)
(Surety)

By: _____ William Phelps, Attorney-In-Fact and FL Resident Agent
(Signature) (Printed Name and Title)

CONST-4

CONSENT OF SURETY FOR FINAL PAYMENT

BOND NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

PROJECT NUMBER: _____ 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:

_____

[name and address of Surety]

On the PUBLIC CONSTRUCTION BOND of the following named Contractor:

_____

[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

RECORD OF CONSTRUCTION MATERIALS
AFFIDAVIT

I_____, _____
(NAME) (TITLE)

OF_____
(NAME OF FIRM)

I solemnly swear and affirm, that as Prime Contractor, the work under the above-named contract and all amendments thereto have been completed and materials supplied in accordance with the requirements of said contract. I have preserved in my files, for inspection by the Department, all invoices and records of materials as required by Article 9-7 of the applicable specifications. These records include all materials purchased by subcontractors and represent all commercial construction materials used in the construction of Project No. .

(Contract No. _____) in _____County, and that the information is true and correct.

Signed_____

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)

DISBURSEMENT OF PREVIOUS PERIODIC PAYMENTS TO SUBCONTRACTORS

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)

DISBURSEMENT OF FINAL PAYMENT TO SUBCONTRACTORS

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 _____ (title of officer/member/partner) for _____ (name of corporation/company/partnership), on behalf of the _____ [choose one] corporation/company/partnership, who is ☐ personally known to me or has produced _____ (type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

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.
Vecellio Group, Inc.

2 Business name/disregarded entity name, if different from above
Ranger Construction Industries, Inc.

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.
101 Sansburys Way

Requester's name and address (optional)

6 City, state, and ZIP code
West Palm Beach, FL 33411

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 0 9 8 6 6 2

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 ▶ Pamela Passmore Date ▶ 3-01-2020

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.*

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

May 12, 2020

RANGER CONSTRUCTION INDUSTRIES, INC.
101 SANSBURY'S WAY
WEST PALM BEACH, FLORIDA 33411

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due **4/30/2021**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, UNDERGROUND UTILITY AND RIP RAP.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan Autry, Manager
Contracts Administration Office

AA:cg

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

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

KRACUNAS, MICHAEL B

RANGER CONSTRUCTION INDUSTRIES, INC.
101 SANSBURY'S WAY
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC031554

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of RANGER CONSTRUCTION INDUSTRIES, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is F40180.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Seventeenth day of April, 1996

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

Ranger
Construction
Industries, Inc.

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS OF RANGER CONSTRUCTION INDUSTRIES, INC.

RESOLVED, that Jamie Timming, Assistant Secretary and Operations Manager, be authorized to sign any bid documents, contracts, leases and other documents considered to be "in the ordinary course" of this Corporation's business. This authorization does not include "major decisions" including, but not limited to, potential business acquisitions or dispositions greater than $3 million, major restructurings, distributions greater than $1 million, windups, mergers, liquidations, the sale of a portion of the business, or any other decision other than "in the ordinary course."

The foregoing is a true and correct copy of the resolution adopted by Ranger Construction Industries, Inc., at a meeting of its Board of Directors on the 14th day of July, 2020 and is still in force and effect.

This authorization has been affirmed as of this day, July 22, 2020, by the Secretary and Treasurer of Ranger Construction Industries, Inc..

Douglas Browning
Secretary - Treasurer

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
RANGER CONSTRUCTION INDUSTRIES, INC.

Filing Information

Document Number	F40180
FEI/EIN Number	59-2098662
Date Filed	06/10/1981
Effective Date	06/08/1981
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/27/2010
Event Effective Date	12/31/2010

Principal Address

101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Changed: 01/27/2009

Mailing Address

101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Changed: 01/27/2009

Registered Agent Name & Address

BROWNING, DOUGLAS
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Name Changed: 08/25/2010

Address Changed: 01/27/2009

Officer/Director Detail

Name & Address

Title ST

BROWNING, DOUGLAS J

101 SANSBURYS WAY
WEST PALM BEACH, FL 33411

Title President

SCHAFER, ROBERT
101 SANSBURYS WAY
WEST PALM BEACH, FL 33411

Title VP

FRANK, SCOTT
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Title Chairman, CEO

VECELLIO JR, LEO A
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Title VP

Fowler, Frank Scott
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Michael A
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Christopher S
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Kathryn C
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Sr Vice President-Finance

Smith, Robert D
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Chief Estimator, Asst Secretary

Skubal, Steve
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Fowler, Richard
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Yoder, William
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Treasurer, Asst Secretary

Gwinn, L.L.
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst. Secretary

Kracunas, Michael
101 Sansburys Way
West Palm Beach, FL 33411

Title Branch Operations Manager

Flynn, Patrick
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Chief Estimator-South, Asst Secretary

Ellis, Brian
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst. Secretary

Timming, Jamie R
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst. Secretary

Merrick, Maureen F
8360 Juniper Rd
Ocala, FL 34480

Annual Reports

Report Year	Filed Date
2019	01/30/2019
2020	05/15/2020
2020	10/27/2020

Document Images

10/27/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
05/15/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- ANNUAL REPORT	View image in PDF format
08/02/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/18/2017 -- ANNUAL REPORT	View image in PDF format
01/23/2016 -- ANNUAL REPORT	View image in PDF format
03/26/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
02/24/2011 -- ANNUAL REPORT	View image in PDF format
12/27/2010 -- Merger	View image in PDF format
08/25/2010 -- Reg. Agent Change	View image in PDF format
01/08/2010 -- ANNUAL REPORT	View image in PDF format
01/27/2009 -- ANNUAL REPORT	View image in PDF format
03/03/2008 -- ANNUAL REPORT	View image in PDF format
03/26/2007 -- ANNUAL REPORT	View image in PDF format
02/22/2007 -- ANNUAL REPORT	View image in PDF format
02/17/2006 -- ANNUAL REPORT	View image in PDF format
02/16/2005 -- ANNUAL REPORT	View image in PDF format
03/01/2004 -- ANNUAL REPORT	View image in PDF format
02/19/2003 -- ANNUAL REPORT	View image in PDF format
02/19/2002 -- ANNUAL REPORT	View image in PDF format
01/31/2001 -- ANNUAL REPORT	View image in PDF format
02/14/2000 -- ANNUAL REPORT	View image in PDF format
03/22/1999 -- ANNUAL REPORT	View image in PDF format
03/12/1998 -- ANNUAL REPORT	View image in PDF format
02/11/1997 -- ANNUAL REPORT	View image in PDF format
03/07/1996 -- ANNUAL REPORT	View image in PDF format
03/22/1995 -- ANNUAL REPORT	View image in PDF format

DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE

The Company is committed to a Drug Free Workplace Program and will aggressively pursue the program to eliminate drug abuse from our work environment. We have developed a plan for achieving that goal. Please refer to Appendix A for the text of our Drug Free Workplace Program. To help achieve this goal, employees are prohibited from:

- Possessing, distributing, selling, manufacturing, or being under the influence of any illegal drug;
- Consuming alcoholic beverages while on company premises, customer premises, in company vehicles or while on company business or time (including lunch or other breaks); and
- Abusing inhalants or prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

An employee who violates this policy is subject to corrective action up to and including termination of employment. Use of some drugs is detectable for several days. Detection of such drugs or presence of alcohol will be considered being "under the influence".

Employees using prescription drugs according to a physician's instructions or using over-the-counter drugs for medicinal purposes are required to notify the Safety Department regularly in the event such drugs would impair their physical, mental, emotional or other faculties.

The Company's substance-abuse program includes several components to support its efforts to remain drug-free, including:

- Supervisory training;
- Employee Awareness programs;
- Drug testing of all applicants;
- Drug testing after accidents involving injury and/or property damage;
- Drug testing when a supervisor suspects that an employee is "under the influence" during working hours;
- Drug testing on a random basis; and
- An Employee Assistance Program (EAP)

All information relating to drug and/or alcohol screens is to be kept strictly confidential. The information will be kept in the employee's medical file, which will be maintained separately from the employee's personnel file. These medical files will be kept locked and secured and access will be limited to certain individuals in the organization. Under no circumstances should the results of a drug and/or alcohol screen be discussed with individuals who do not have a work-related need to know.

Employees involved in an accident or injury involving damage to property or that requires medical attention away from the premises will be screened to determine whether the employee tests positive for drugs and/or alcohol.

If a supervisor suspects that an individual is at work and under the influence of alcohol and/or drugs, the supervisor should notify the Safety Department and/or the Human Resources Department to seek authorization to test the employee. The supervisor will be granted permission to test the employee if sufficient objective symptoms exist to indicate the employee may be under the influence of drugs and/or alcohol. Symptoms would include slurred speech, uneven gait, impaired mental functions, extremely dilated pupils, smell of alcohol, evidence of drugs and/or alcohol about the employee's person or in the employee's work vicinity, negative performance patterns, excessive or unexplained absenteeism or tardiness, etc.

While the Company does not condone the abuse of alcohol, prescription drugs, and/or use of illegal drugs, the Company does recognize that addiction to drugs and/or alcohol can be treated. If an

employee recognizes a personal addiction or abuse problem and seeks assistance from management in advance of detection, the Company may assist the employee in seeking treatment. The confidential nature of the employee's counseling and rehabilitation for drug and/or alcohol abuse will be preserved.

DRUG-FREE WORKPLACE POLICY

I. PURPOSE

The Company is committed to maintaining an alcohol-free and drug-free workplace to protect the health and safety of employees and the public. That commitment is jeopardized when an employee illegally uses drugs in the workplace, or uses alcohol on the job. Therefore, the Company has adopted the following Drug-Free Workplace Policy (the "Policy"):

- The unlawful use, possession, trade, distribution or sale of illegal drugs, or controlled substances is prohibited.
- Presence in the body, of illegal drugs or controlled substances, for a non-medical reason is prohibited.
- Reporting to work and/or working under the influence of alcohol are prohibited.

II. APPLICABILITY

The Policy applies to all applicants, employees (salaried and hourly), full-time, part-time, seasonal, casual, probationary or temporary.

III. DEFINITIONS

A. Alcohol

Alcohol is defined as ethyl alcohol, a liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine, and liquor.

B. Drug

"Drug" is any physical or mind-altering substance. This includes, but is not limited to, a "controlled substance" or a "controlled dangerous substance," as defined by federal and state statutes; marijuana or cannabinoids (pot, weed, grass); cocaine (coke, Crack); opiates (heroin, morphine, codeine); amphetamines (speed, "uppers", meth, ice); phencyclidine (PCP); barbiturates (barbs, downers); methaqualone (Quaaludes); methadone; benzodiazepines (Valium, Librium, Xanax); propoxyphene (Darvon); any derived or combined substance; or any prescribed drug that is abused or not used in accordance with a physician's evaluation and prescription.

C. Under the Influence

Being under the influence of alcohol is defined as a Blood-Alcohol Content ("BAC") of .04 or higher, and being under the influence of a drug is defined as a positive drug test result and/or where an employee's appearance, actions or mannerisms indicate that the employee is under the influence of alcohol or a drug.

IV. PROHIBITED CONDUCT

Any employee of the Company found to be under the influence of alcohol or using, manufacturing, selling, trading, distributing, dispensing, possessing any drug as herein defined while performing services for or on behalf of the Company will be in violation of this Policy. With respect to the use of alcohol, the prohibition does not apply to a Company sponsored and or sanctioned activity which may include the serving of alcoholic beverages, such use being governed by law.

V. FURTHER PROHIBITED CONDUCT

The following conduct also constitutes a violation of this Policy:

1. refusing to consent to a search, inspection, test, or refusing to submit specimen for testing;

2. switching, altering, or in any other way manipulating any breath, blood, urine or other specimen collected in connection with this Policy;
3. refusing to submit to a search or inspection in connection with this Policy, including, but not limited to, personal vehicles parked on a Company site;
4. being convicted of or pleading no contest to any criminal drug or alcohol offense for a violation occurring in the workplace or occurring while conducting the Company's business or failing to immediately notify the Company about such action;
5. for those employees in safety-sensitive positions, failure to notify a supervisor or manager of the use of a prescription or over-the-counter drug which may alter the employee's physical or mental ability to perform his or her safety-sensitive functions.

VI. DRUG AND ALCOHOL TESTING

Before any test, an employee should inform the testing personnel about any use of prescription or non-prescription medicines. Employees may be physically examined and/or tested for the presence of alcohol or drugs in the following circumstances: post-offer pre-employment testing; reasonable suspicion testing; post-accident testing; government required testing, including but not limited to, regulations promulgated by the United States Department of Transportation (DOT); return to work after any absence greater than two weeks duration testing; unannounced random testing; and unannounced follow-up testing for those employees, if any, referred by the Company for assessment and/or treatment.

VII. CONSEQUENCES FOR VIOLATION OF THIS POLICY

Violation of this Drug-Free Workplace Policy will result in termination of employment or disqualification for employment eligibility with the Company. The Company reserves the right and discretion to determine whether an employee who violates this Policy will be considered for re-employment with the Company. Further, the Company reserves the right to determine what, if any, benefits will be restored to an individual who violates this Policy and is subsequently re-employed. The Company also reserves the right to impose certain restrictions, treatment requirements, and testing requirements as a condition of re-employment.

VIII. CONFIDENTIALITY

All information concerning drug and/or alcohol testing referrals and testing results and/or treatment and rehabilitation of an employee will be kept strictly confidential and released only with the consent of the employee, or on a need-to-know basis, or as required by law.

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

9/20/2018

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

RANGER CONSTRUCTION INDUSTRIES INC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 9/20/2021

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

Ranger Construction
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411
OFFICE: (561) 793-9400
FAX: (561) 790-4332
www.rangerconstruction.com

Ranger Construction Industries, Inc. hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: 09/18/2018 By: _____ Signature

Corporate FEID No.: 59-2098662 Robert Schafer, President Printed name & title

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

(1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
(2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:	
NAME:	Robert Schafer
TITLE:	President
EMAIL:	Bob.Schafer@rangerconstruction.com
ADDRESS:	101 Sansbury's Way, West Palm Beach, FL 33411

FLORIDA DEPARTMENT OF TRANSPORTATION
EQUAL OPPORTUNITY OFFICE
APPROVED
DISAPPROVED
DATE 9/20/18

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

E-Verify
Employment Eligibility Verification

Welcome Monique Gors | User ID MGOR9270 | Last Login 09:42 AM - 07/02/2014 | Log Out

Click any ? for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name:	Ranger Construction Industries, Inc.
Company ID Number:	403857
Doing Business As (DBA) Name:	Ranger Construction Industries, Inc.
DUNS Number:	005840194

Physical Location:		**Mailing Address:**
Address 1:	101 Sansburys Way	**Address 1:**
Address 2:		**Address 2:**
City:	West Palm Beach	**City:**
State:	FL	**State:**
Zip Code:	33411	**Zip Code:**
County:	PALM BEACH	

Additional Information:

Employer Identification Number:	592098662
Total Number of Employees:	100 to 499
Parent Organization:	Vecellio Group, Inc.
Administrator:	

Organization Designation:

Employer Category:	Federal Contractor without FAR E-Verify Clause

NAICS Code:	237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION	[redacted]
Total Hiring Sites:	7	[redacted]
Total Points of Contact:	3	[redacted]

[redacted]

U.S. Department of Homeland Security - www.dhs.gov U.S. Citizenship and Immigration Services - www.uscis.gov

Accessibility Download Viewers

E-Verify

Company ID Number: 403857

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Ranger Construction Industries, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 403857

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 403857

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 403857

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Ranger Construction Industries, Inc.	
C Leadbetter	
Name (Please Type or Print)	Title
Electronically Signed	**03/25/2011**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**03/25/2011**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Ranger Construction Industries, Inc.**
Company Facility Address:	**101 Sansburys Way**
	West Palm Beach, FL 33411
Company Alternate Address:	
County or Parish:	**PALM BEACH**
Employer Identification Number:	**592098662**

E-Verify

Company ID Number: 403857

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	5

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- FLORIDA 5 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Ann Popoff		
Telephone Number:	(561) 784 - 3519	Fax Number:	(561) 792 - 1408
E-mail Address:	apopoff@rangerconstruction.com		
Name:	C B Leadbetter		
Telephone Number:	(561) 784 - 3535	Fax Number:	(561) 784 - 3465
E-mail Address:	rleadbetter@vecelliogroup.com		
Name:	Monique Gors		
Telephone Number:	(561) 784 - 3548	Fax Number:	(561) 792 - 1408
E-mail Address:	monique.gors@vecelliogroup.com		

Ranger Construction

CONTRACT DOCUMENTS

AUG 17 2021

FOR

CONSTRUCTION

OF

ANNUAL MILLING AND RESURFACING CONTRACT

PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2021050

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

R2021 0984
AUG 17 2021

Project Name: **Annual Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 1

Date of Issuance: **February 4, 2021**

A SECOND PRE-BID MEETING HAS BEEN SCHEDULED FOR FEBRUARY 11, 2021 AT 10:00 A.M.
ATTENDANCE AT EITHER MEETING FULFILLS THE MANDATORY ATTENDENCE REQUIREMENT

SPECIFICATIONS: Delete: B, C

Insert: B-A, C-A

It is required that **ADDENDUM NO. 1** 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 Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 2

Date of Issuance: **February 9, 2021**

SPECIFICATIONS: Delete: A, TSP-1, TSP-2, TSP-3

Insert: A-B, TSP-1B, TSP-2B, TSP-3B

Add: SP-32

It is required that **ADDENDUM NO.** __2__ 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 Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 3

Date of Issuance: **February 18, 2021**

PLEASE NOTE, THE BID DUE DATE HAS BEEN POSTPONED UNTIL MARCH 2, 2021.

SPECIFICATIONS: Delete: C-A

Insert: C-C

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 Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 4

Date of Issuance: **February 23, 2021**

PLEASE NOTE, THE BID DUE DATE HAS BEEN POSTPONED UNTIL MARCH 16, 2021.

SPECIFICATIONS: Delete: A-B, B-A, C-C

Insert: A-D, B-D, C-D

It is required that **ADDENDUM NO. 4** 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 Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 5

Date of Issuance: **March 2, 2021**

PLEASE NOTE, THE 3rd PRE-BID MEETING DATE HAS BEEN POSTPONED UNTIL MARCH 11, 2021.

SPECIFICATIONS: Delete: A-D, B-D, C-D

Insert: A-E, B-E, C-E

Add: SP-33, TSP-4 through TSP-10

It is required that **ADDENDUM NO.** 5 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 Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 6

Date of Issuance: **March 11, 2021**

SPECIFICATIONS: Delete: A-E

Insert: A-F

Add: SP-34

It is required that **ADDENDUM NO.** 6 be acknowledged in the space provided on the **PROPOSAL FORM.**

APPROVED BY: _____

PALM BEACH COUNTY, FLORIDA

PROJECT NAME: ANNUAL MILLING AND RESURFACING CONTRACT

PROJECT NO.: 2021050

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NOTICE TO BIDDERS

A MANDATORY PRE-BID MEETING WILL BE HELD ON

THURSDAY FEBRUARY 4, 2021 AT 10:00 A.M.
AND ON THURSDAY, FEBRUARY 11, 2021 AT 10:00 A.M.
AND ON THURSDAY MARCH 11, 2021 AT 11:00 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: 903287

ATTENDANCE AT ANY MEETING FULFILLS THE MANDATORY ATTENDANCE REQUIREMENT

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 in the Third Floor Conference Room (3W-12) on **Tuesday, March 16, 2021**, for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

ANNUAL MILLING AND RESURFACING CONTRACT
PALM BEACH COUNTY PROJECT NO. 2021050

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 listed above outside the Engineering & Public Works Lobby at 2300 North Jog Road, Third Floor 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 **$20**. 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 MANDATORY Pre-Bid Meeting will be held on Thursday, February 4, 2021 at 10:00 A.M. and on February 11, 2021 at 10:00 A.M. and on March 11, 2021 at 11:00 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 903287 at the above listed date and time. Attendance at any one of the three pre-bid meetings is mandatory for Prime Bidders and highly recommended and strongly encouraged for subcontractors. 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:
JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT
& COMPTROLLER

DAVID RICKS, P.E., COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BY: Dave Kerner, Mayor

PUBLISH: PALM BEACH POST
SUNDAY: January 24, 2021
SUNDAY: January 31, 2021

SUBMITTALS REQUESTED WITH BID

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

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

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

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. In pursuance of that policy, 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. The EBO

Ordinance sets forth the Department's requirements for the EBO Program, and is incorporated herein and made part of this Contract. 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. Failure to comply with the EBO Ordinance may result in any of the penalties listed in section 6.9.

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

The Contractor must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein, including Advertisement for Bid, and the specifications set forth in Contractor's response, which are both incorporated herein by reference. Failure to comply with this Section is a material breach of this Contract. The Bidder is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

6.3.1 - Application of API(s)

The API 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 15% 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 Bidders and the bid due dated extended. However, if the OEBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the Bidder 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 Bidder 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 Bidder's intent to comply with the applicable API(s), including, but not limited to, the following:

- documentation as stated in the solicitation reflecting the Bidder'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 Bidder; 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. Bidder represents and warrants that Bidder 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. Bidder agrees to provide any additional information requested by the Department to substantiate participation.

6.4.2 - Bidders 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.

6.4.3 - The Department reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

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 or as otherwise required by EBO. **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 Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder 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 Bidder 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 Bidder's inability to meet the goal requirement. In the event the Bidder 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 - Contractor must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the Department.

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 Bidders 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 Bidder in its Proposal, which utilization plan forms a part of any resulting Contract.

6.9.2 – The Office of EBO has the right to review Contractor's records and interview Subcontractors. The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder as are reasonably necessary to determine compliance with the EBO Ordinance requirements.

6.9.2.1 - Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance.

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.

6.10 – Payments to Subcontractors

6.10.1 - Contractor shall pay subcontractors undisputed amounts within ten (10) days after Department pays the Contractor. In the event of a disputed invoice, the Contractor shall send the subcontractor(s) and Department a written notice of the dispute within five (5) days after receipt of the subject invoice.

6.10.2 - The Contractor agrees to pay its subcontractors in compliance with the Florida Prompt Payment Act. In the event Contractor fails to comply with payments(s) to its subcontractors in accordance with the Florida Prompt Payment Act, Contractor shall be subject to any and all

penalties and sanctions available under the terms of the EBO Program, its contract with the Department, or any other applicable law.

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).

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9. PRE-BID SITE INSPECTION AND MANDATORY PRE-BID MEETING

SITE INSPECTION – This is an annual countywide contract on a work task order basis. The sites for the work task orders are to be determined as the need arises. Therefore no Department sponsored Pre-Bid Inspection Meeting will be held for this Contract.

MANDATORY PRE-BID MEETING – See Notice to Bidders. All Contractors who submit a bid as a Prime Contractor are required to attend the Mandatory Pre-Bid Meeting. Any Prime Bidder who did not attend the Pre-Bid Meeting will be deemed non-responsive. If less than three (3) Bidders attend the Pre-Bid Meeting, the Department reserves the right to waive this requirement.

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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. The Department has no obligation to issue any Work under this Contract to any Contractor. All terms and conditions of the Bid are applicable. The individual Work 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 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 Work Order, the Contractor shall commence promptly within five (5) Working Days. The Contractor shall efficiently prosecute the Work with adequate personnel and Equipment until completion, which shall be within 30 Calendar Days, or as specified in the Work Order. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

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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

40. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE (CONTINUED):

SITE DESCRIPTION

Project Name and Location:	**Annual Milling and Resurfacing Contract (Countywide)** Palm Beach County, Florida
Palm Beach County Project No.:	**2021050**
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:	**Pavement Milling & Resurfacing**
Runoff Coefficient:	**0.9**
Site Area:	TBD
Site Map:	TBD
Sequence of Major Soil Disturbing Activities:	N/A
Name of Receiving Bodies:	TBD

41. 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.

42. 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.

43. 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 PC and PT).
- Stations/elevations/offsets at PC's, PT's, PI's, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (EOP), 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 EOP.
- 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 FAC 5J-17.062 or FAC 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.

44. 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 PC and PT).
- Stations/elevations/offsets at PC's, PT's, PI's, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (EOP), 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 EOP.
- 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**

45. 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
  GUARANTEE FOR (

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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. E-VERIFY: The Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, the Contractor 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 of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

The Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. The Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

The Department shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If the Department has a good faith belief that the Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, the Department shall notify the

Contractor to terminate its contract with the subcontractor and the Contractor shall immediately terminate its contract with the subcontractor.

If the Department terminates this Contract pursuant to the above, the Contractor shall be barred from being awarded a future contract by the Department for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, the Contractor shall also be liable for any additional costs incurred by the Department as a result of the termination.

53. 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.

54. 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.

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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)

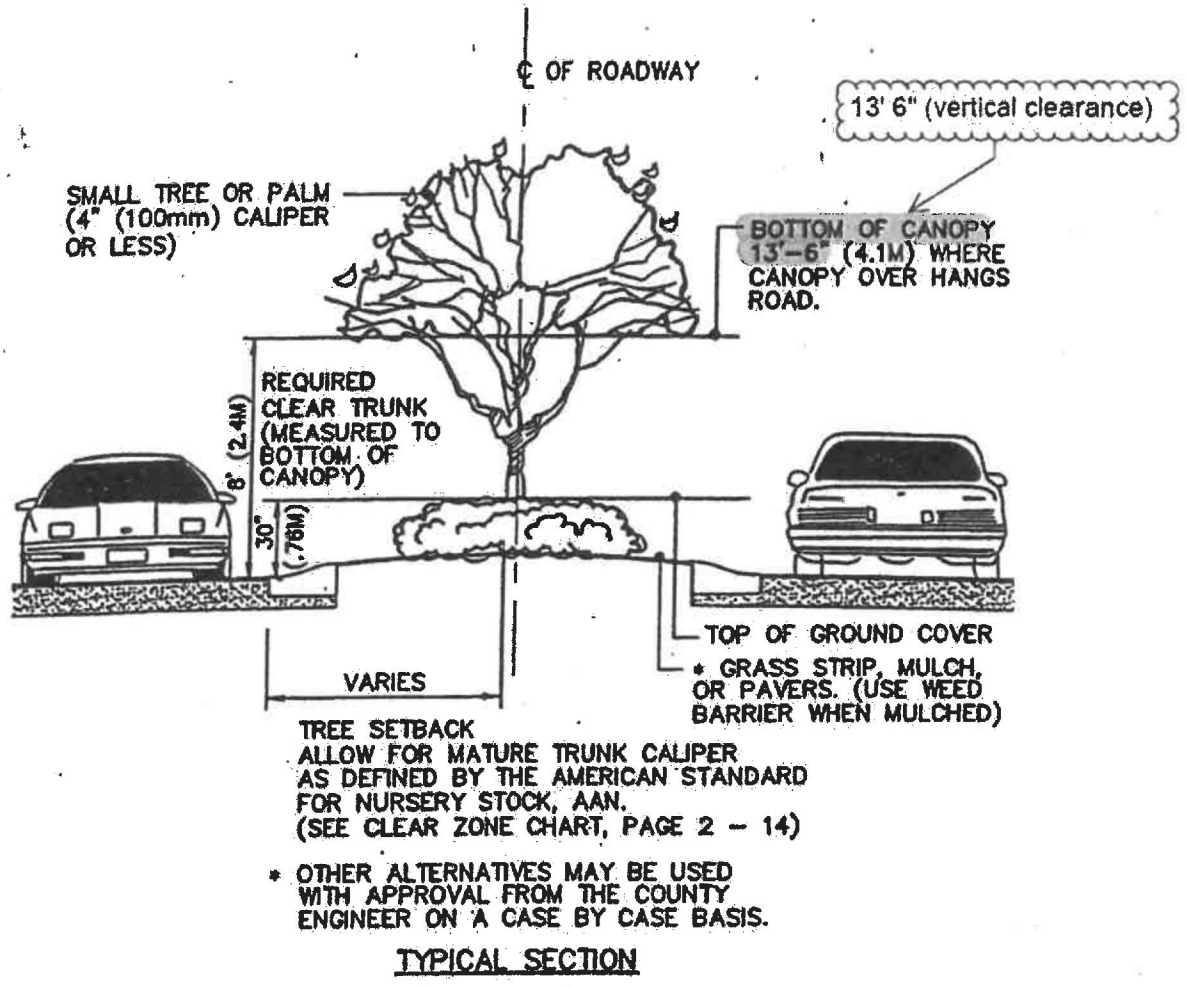
_____
Print Notary Name

Commission Number

My Commission Expires_____

55. PLANTING STANDARDS

Mountable Curb and Uncurbed Median within Safe Sight Distance Triangle

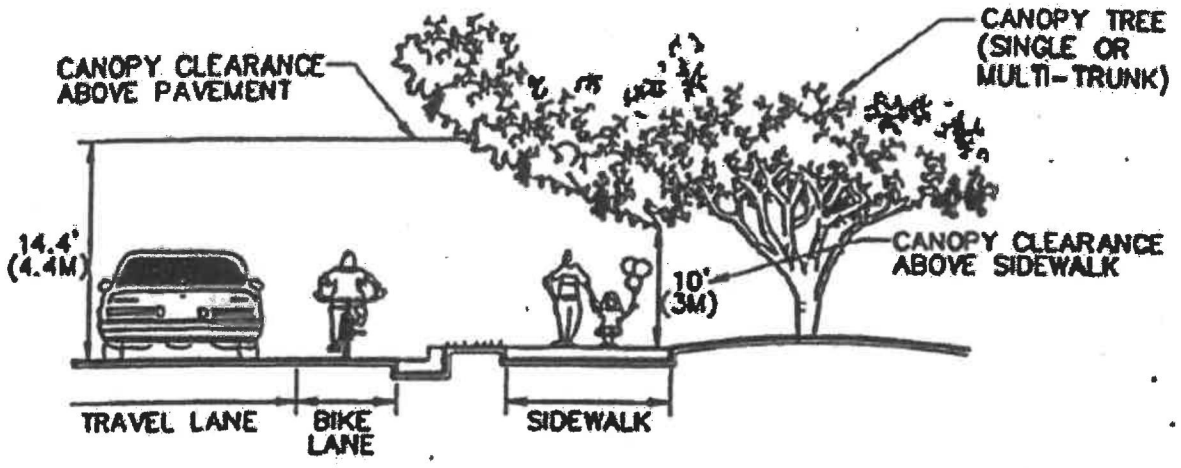


TYPICAL SECTION

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.

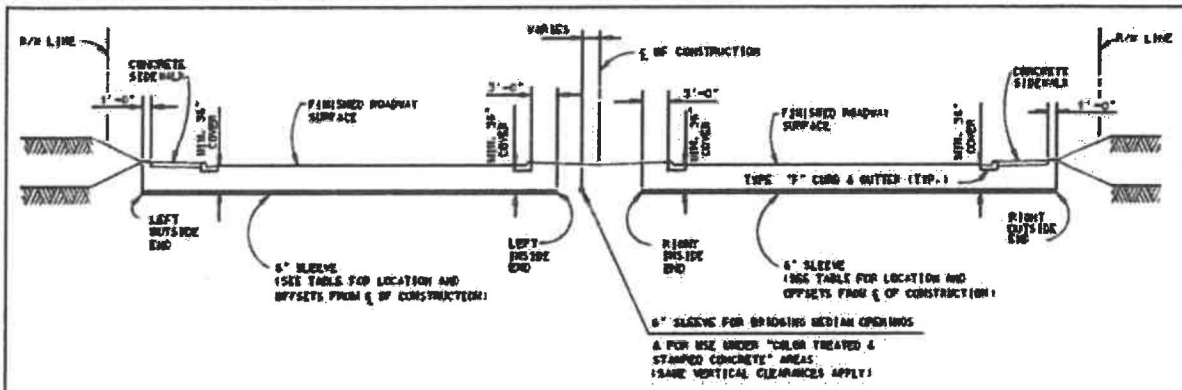
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Minimum Width of Clear Zone

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.

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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

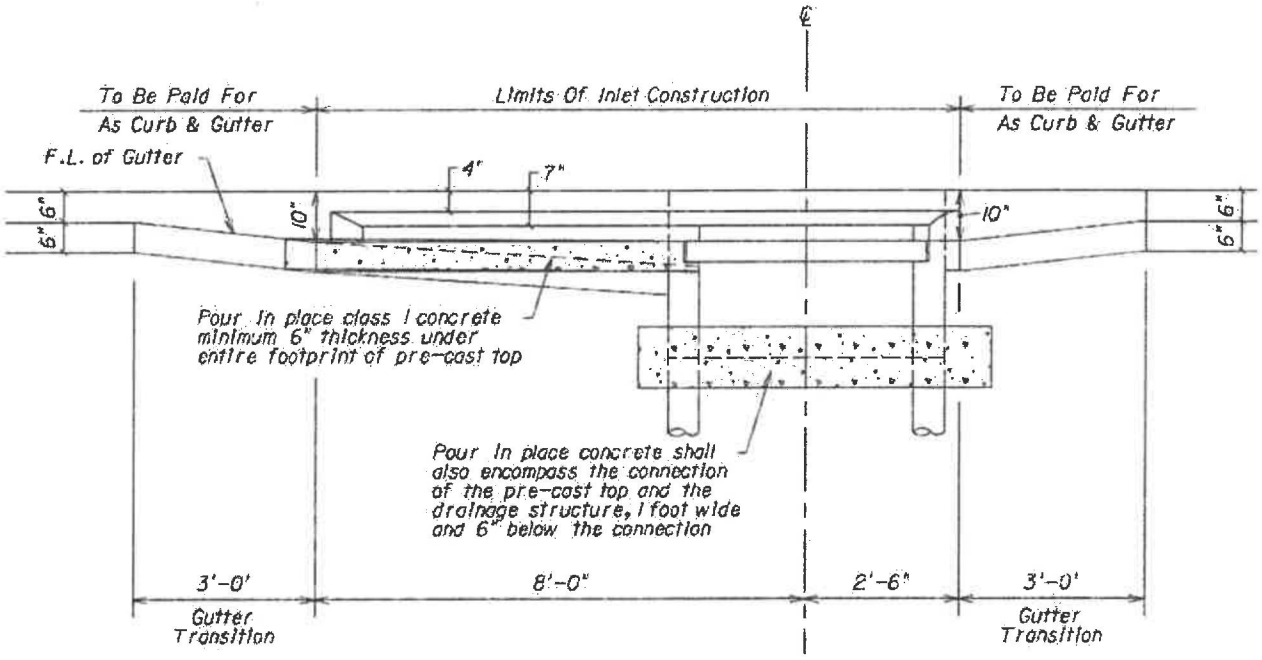
Estimate No: _____ Page No. _____ Status of: _____
Contractor: _____
Contract for: _____
Bid Index: _____

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 DETAI

RESPONSE TO CONTRACTORS REQUESTS FOR INFORMATION

February 8, 2021 1:13 PM
All County Paving
publicworks@allcountypaving.com

QUESTIONS AND OR COMMENTS:

1. What are the liquidated damages per day?

RESPONSES:

1. See Section 8-10 of the Standard Specifications listed on page SS-1.

RESPONSE TO QUESTIONS FROM PRE-BID MEETING:

QUESTIONS AND OR COMMENTS:

1. How many contractors will be awarded the project?
2. How will bonding be handled for this annual?
3. How will tasks be assigned if more than one contractor is awarded the contract?
4. Will pavement markings be part of this contract?
5. How will items not covered in the pay items be handled?
6. Do suppliers count toward the OEBO requirement?

RESPONSES:

1. See page GP-8, Section 3-2.1/Project Award. The number of awardees is unknown at this time.

2. See pages GP-8 and GP-9, Section 3-5.

3. The originator of the Work Task Order will employ a criteria reasonable for that particular Work Task Order. Price is one criteria that may be employed.

4. Temporary pavement markings will be required as part of the Work. Permanent pavement markings will be done under a separate contract.

5. If a particular Work Task Order requires a pay item not present in the Contract, a Change Order can be utilized to add the item.

6. See Section 6.6 on page ITB-7. Additional information can be obtained from the Palm Beach County Office of Equal Business Opportunity (OEBO) at 561-616-6840.

RESPONSE TO CONTRACTORS REQUESTS FOR INFORMATION

February 18, 2021 9:57 AM
J.W. Cheatham, LLC
jonathanc@jwcheatham.com

QUESTIONS AND OR COMMENTS:

1. What are the specifications for high performance surface treatment?

RESPONSES:

1. See added TSP pages for High Friction Surface Treatment.

RESPONSE TO CONTRACTORS REQUESTS FOR INFORMATION

March 1, 2021
J.W. Cheatham, LLC
jonathanc@jwcheatham.com

QUESTIONS AND OR COMMENTS:

1. Is paint meeting both State and Department Specifications, acceptable for the last temporary pavement markings for the project's final condition?

2. How will the County reimburse the Contractor for the cost incurred to provide a satisfactory Contract Bond upon award of Contract?

RESPONSES:

1. Paint shall meet the requirements set forth in the contract documents.

2. The cost of the bond shall be incidental to the contract.

OVERVIEW

The purpose and intent of this bid is to establish an Annual Asphalt Milling and Resurfacing Contract to include maintenance of traffic, hauling and disposal.

The work included in these specifications consists of milling and disposal of existing asphalt pavement and maintenance of traffic. Following the milling process, all surfaces shall be cleaned and ready to receive the finish applications.

Work also included in these specifications consists of furnishing, hauling and placement of Asphaltic Concrete Surface Courses.

DEFINITIONS:

WEST DISTRICT: All areas of Palm Beach County West of 20 Mile Bend (Belle Glade, Pahokee, Canal Point and South Bay).

EAST DISTRICT: All areas of Palm Beach County East of 20 Mile Bend.

INSPECTIONS:

The Department 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.

MILLING:

SECTION 327 - MILLING OF EXISTING ASPHALT PAVEMENT – Add the following:

327-5.1 Portable Milling Machine - Method of Measurement.

The quantity to be paid for under the item, Portable Milling Machine, shall be those hours expended for actual milling and clean-up. All costs associated with set-up of the portable Milling Machine and disposal of milled materials shall be considered incidental to the item, Portable Milling Machine.

327-6.1 Portable Milling Machine - Basis of Payment.

The quantity, determined as provided in 327-5.1, shall be paid for at the contract unit price for the item, Portable Milling Machine.

The price and payment for Portable Milling Machine shall be full compensation for all work associated with execution of the work under this item as specified in this Section, including all labor, equipment, hauling and/or stockpiling or otherwise disposing of the milled material and maintenance of traffic in accordance with Florida Department of Transportation - Standard Specifications for Road and Bridge Construction as amended by the Department or otherwise modified and the provisions of these Contract Documents. Payment shall be made, on a per hour basis for actual milling and clean-up, under the item, Portable Milling Machine.

RESURFACING:

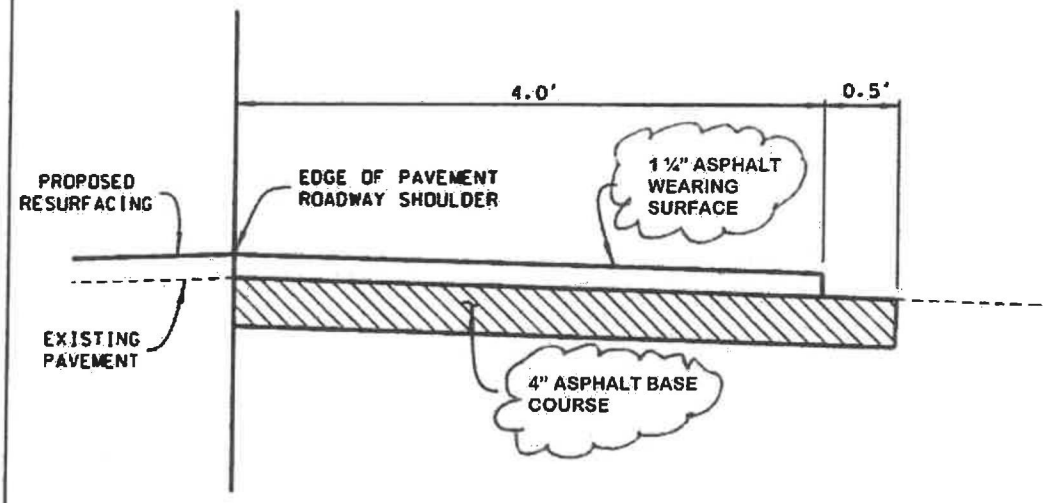
General

The work specified in these specifications consists of furnishing, hauling and placement of Asphaltic Concrete Surface Courses, all according to the Florida Department of Transportation - Standard Specifications for Road and Bridge Construction as amended by the Department or further supplemented and/or amended herein below.

Asphaltic Concrete Surface Courses shall be properly laid upon an existing prepared base, existing surface course or newly constructed single surface treatment, in accordance with the specifications and in conformity with the lines, grades, thickness and typical section or as shown on the plans as presented to the Contractor at such times as may be designated. This work shall include conditioning of the existing base or surface, such as leveling, blading the grass back from the existing pavement edges, sweeping, regrading shoulders, maintaining traffic and any other incidental construction, as directed by the Department.

The locations of the construction projects on which material will be used will vary, and may be at any location within the boundaries of Palm Beach County. The Contractor will not be expected to operate his equipment on personnel beyond the limits of Palm Beach County under the Contract.

The design mix formula and mix stability for the Asphaltic Concrete Surface Courses delivered under this Contract shall conform to the following specifications, and shall consist of aggregate from an FDOT approved source.



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:	APPROVED: EFFECTIVE:	
CHECKED BY:	DATE:			COUNTY ENGINEER	

SECTION 333
HIGH FRICTION SURFACE TREATMENT

SECTION 333 IS ADDED TO THIS SPECIFICATION

333-1 Description.

This work consists of furnishing and applying a high friction surface treatment (HFST) in accordance with this Section and in conformity with the lines and details shown in the Plans. The Contractor shall be responsible for providing a manufacturer's representative at the construction site in order to train Department, Construction, Engineering & Inspection (CEI), and Contractor personnel prior to surface treatment and shall require the manufacturer's representative to be available during application of the surface treatment as necessary.

333-2 Materials.

333-2.1 General: Use a two part polymer resin binder treatment capable of retaining a bauxite aggregate topping under vehicular traffic conditions.

333-2.2 Polymer Binder: The polymer resin binder shall consist of a thermosetting modified polymer compound and shall meet the following requirements:

Table 333-1 Polymer Resin Binder Requirements

Property	Requirement	Test Method
Viscosity	7 – 30 poises	ASTM D-2556
Gel Time	10 minutes min.	ASTM C-881 (60 gram mass)
Ultimate Tensile Strength	2,000 – 5,000 psi	ASTM D-638 (Type 1 Specimen)
Elongation at break point	30 – 70%	ASTM D-638 (Type 1 Specimen)
Durometer Hardness (shore D)	60 - 80	ASTM D-2240
Compressive Strength	1,000 psi min 3 hours, 5,000 psi min at 7 days	ASTM C-579
Cure Rate (dry time)	3 hours max	ASTM D-1640
Water Absorption	1.0% max	ASTM D-570
Adhesive Strength at 24 hrs	250 psi min or 100% substrate failure	ASTM C-1583

333-2.3 Aggregate: The aggregate shall be a calcined bauxite consisting of a 1-3mm gradation. The aggregate shall be clean, dry, and free from foreign matter. The aggregate will be delivered to the construction site in packaging that is clearly labeled; which protects the aggregate from any contaminates on the jobsite and from exposure to rain or other moisture. The aggregate shall meet the following requirements:

Table 333-2 Aggregate Requirements

Property		Requirement	Test Methods
Aggregate Abrasion Value		20% max	AASHTO T-96
Aggregate Grading	No. 4 Sieve Size	100% min Passing	AASHTO T-27
	No. 6 Sieve Size	95% min Passing	AASHTO T-27
	No. 16 Sieve Size	5% max Passing	AASHTO T-27
Moisture Content		0.2% max	AASHTO T-255
Aluminum Oxide		86% min	ASTM C-25

333-2.4 Certified Test Results: Provide to the Engineer, certified copies of complete test results from the producers documenting that the polymer resin binder meets the requirements of Table 333-1 and that the aggregate meets the requirements of Table 333-2. The test results shall be within 12 months of project letting date and must be representative of the material used on the project and must document source of origin.

333-3 Vendor Qualification.

The HFST vendor shall provide a list of similar projects on which a minimum of 3,000 square yards of high friction surface treatment has been placed within the past three years from the date of the submittal of bid. Provide the owners contact information and project locations. Include documentation that indicates the in-place friction characteristics of these projects met a minimum FN40R of 65 when tested in accordance with AASHTO T-242.

333-4 Quality Control Plan.

The vendor shall submit an HFST Quality Control Plan (QCP) and provide a copy to the State Materials Office (SMO) for approval at least 30 days prior to placement of HFST. The QCP shall contain a minimum:

1. Schedule for the trial HFST work and the production HFST work.
2. Description of equipment for placing HFST.
3. Method of application for measuring, mixing, placing, and finishing HFST.
4. Method for protecting areas not to receive HFST.
5. Description of acceptable environmental conditions for placing HFST.
6. Cure time and time to bear traffic estimates for HFST.
7. Storage and handling of HFST components.
8. Disposal and recycling of excess HFST and containers.
9. Contingency plan for possible failure during the HFST application.
10. Name of the certified independent testing laboratory.
11. Key personnel and contact information.
12. All project certifications and test results.

The QCP shall designate a QC Manager who shall have full authority to institute any action necessary for the successful operation of the plan.

333-5 Application.

333-5.1 General: Do not apply the two part polymer resin binder on a wet surface, when the ambient or surface temperature is below or above the manufacturer's recommendation, or when the anticipated weather conditions would prevent the proper application of the surface treatment as determined by the manufacturer's representative.

333-5.2 Test Strip. Complete a trial test strip prior to starting HFST production work. Surface preparation on the rest of the project may be completed prior to the test strip or during
the cure time.

The trial HFST shall:

1. Be at least 20 feet long and equal to the production width.
2. Be constructed using the same equipment as the production work.
3. Replicate field conditions, including ambient and surface temperatures, anticipated for the production work.
4. Demonstrate surface preparation requirements.
5. Document the settings on the applicator equipment, initial quantities of resin and aggregate, and unused quantities of resin and aggregate remaining in the applicator equipment after applying the HFST.
6. On a small area, verify the polymer resin binder film thickness using a wet film thickness gauge prior to aggregate placement.
7. Determine the initial set time for polymer resin binder in HFST.
8. Have temporary or permanent pavement markers and delineation in place when lanes are open to public traffic.
9. Determine that work can be completed within allowable lane closure times.

Remove and dispose of the HFST test strip if quality is unacceptable. No payment will be made for disposed material. Do not begin HFST production until successful completion of the trial HFST and authorization is provided by the Engineer. The test strip requirement may be waived by the Engineer.

333-5.3 Preparation: Surfaces shall be clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the polymer resin binder material and existing surfaces. For applications on new pavements, install the HFST a minimum of 30 days after the placement of the underlying and adjacent asphalt pavement.

Clean asphalt pavement surfaces using a mechanical sweeper to remove dirt, loose aggregate, debris, and deleterious material.

Clean concrete pavement surfaces by shot blasting to remove all curing compounds, loosely bonded mortar, surface carbonation, and deleterious material. The final surface must have, at minimum, the texture of Concrete Surface Profile (CSP) 5 as specified by the International Concrete Repair Institute (ICRI). The texture should not go above CSP 7. After shot blasting, vacuum sweep or air wash, with a minimum of 180 cfm of clean and dry compressed air. Maintain the air lance perpendicular to the surface and the tip of the air lance within 12 inches of the surface.

Utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location shall be protected against the application of the surface treatment materials. Cover and protect all existing pavements and pavement markings that are adjacent to the application surfaces as directed by the Engineer. Pavement markings that conflict with the surface application shall be removed by grinding, or by other methods approved by the Engineer, and the surface shall be swept clean prior to the polymer binder application.

Pre-treat asphalt joints and cracks greater than 1/4 inch in width and depth with the mixed polymer specified herein. Once the polymer in the pre-treated areas has gelled, the high friction polymer binder and aggregate topping installation may proceed.

The top layer of flexible pavement should be milled and inlaid prior to HFST application in the following conditions: cracking covering 6% or more of the surface; widespread rutting of 0.25 inches or greater; raveling; or bleeding surface. On concrete, slab repair or replacement is required for any single slab with moderate or severe distress (specifically transverse cracking, longitudinal cracking, spalling, or corner cracking) or a shattered slab in more than three pieces.

333-5.4 Automated Mixing and Application: Apply HFST with a continuous automated method using an applicator vehicle. The applicator vehicle shall mechanically mix, meter, monitor, and apply the binder resin system and have the capability to spread the high friction aggregate a minimum of 12 feet wide in one uniform and continuous pass. If recommended by the manufacturer, metering pumps shall be heated.

The applicator vehicle must have continuous pumping and proportioning devices that blend the binder components within a controlled system and can blend and mix per the manufacturer's specification (plus or minus 2% by volume). The polymer resin binder must be continuously applied once blended. The applicator vehicle must be capable of applying the minimum polymer resin binder spread rate.

Dense-graded asphalt and rigid pavement surfaces will require one course layer of HFST following the application rates in Table 333-3. Open-graded asphalt surfaces are required to be milled and overlaid with dense grade asphalt prior to HFST application. All HFST layers must be constructed to a minimum of the drivable lane width or as directed by the Engineer.

1. When the lane width exceeds the capability of the vendor's machine and the machine has to make two runs to cover the whole lane width, verifying the following for daily acceptance:
   Joints appear neat and uniform without buildup, uncovered areas, or unsightly appearance.
2. For longitudinal joint construction, there will be no opening or gap between adjacent passes and should not be constructed within a vehicle wheel path.
3. Construction joints have no more than 1/4 inch (6 mm) difference in elevation across the joint as measured with a 6 foot (2 m) straightedge.

Table 333-3 Application Rate

Polymer Resin Binder Application Rate	High Friction Aggregate Application Rate
50-65 mils (25 to 32 sf/gal)	12 to 15 lbs/sy

The aggregate shall be applied less than 30 seconds after the polymer resin binder application. Completely cover the "wet" polymer binder with aggregate until refusal. Recovered clean aggregate may only be reused once and must be blended with new aggregate at a rate of 2:1 (two parts new aggregate to one part recovered aggregate). Provide a written record of the recovered aggregate and clearly label storage containers with "Recovered HFST Aggregate" and the project number.

333-5.5 Manual Mixing and Application: Manual mixing and application are only allowed for areas that are less than 200 square yards or upon approval by the Engineer where truck mounted application machines are not applicable to the specified locations because of construction constraints. Hand-mix the polymer resin binder in accordance with the manufacturer's recommendations. Uniformly spread the binder using serrated edge squeegees, and within five minutes broadcast the aggregate until refusal. All other conditions apply.

333-5.6 Curing: Allow each course of the HFST to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured. After the initial cure, the inspector may perform a visual inspection to verify that the polymer resin binder has cured properly and that there are no uncured spots.

HFST that does not cure properly is subject to removal at the Contractor's expense.

Before opening to traffic, remove the excess aggregate by mechanical sweeping or vacuum sweeping. Excess aggregate that can be reused shall be reclaimed by a vacuum sweeper. The recovered aggregate must be clean, uncontaminated, and dry, as approved by the Engineer.

Aggregate shedding after construction shall require additional sweeping or vacuuming on the shoulders as needed to remove excess aggregate, but not more than two weeks after final HFST placement.

Restripe the pavement surface and reinstall pavement markers as directed in the contract documents after the HFST has been completed and approved by the Engineer. Temporary striping may be necessary as described by the contract documents or as directed by the Engineer.

333-6 Warranty and Friction Acceptance Testing.

All HFST applications require a minimum one year warranty from latent surface defects. Threshold values and associated remedial work are specified in Table 333-4. Within 90 days after construction of the HFST, the Department will measure the friction characteristics in accordance with AASHTO T242. The friction tests are needed prior to final acceptance. The minimum acceptable friction number (FN40R) is 65 or the Contractor must remove and replace all materials at no additional expense to the Department. The Department also reserves the right to measure the friction characteristics of the HFST at any time during the warranty period.

Table 333-4 Warranty Criteria

Type of Distress	Type of Survey	Threshold Values for HFST Application Area	Remedial Work
Surface Cracking(1)	Any Survey	≥ 10% of any given 100 square yard of HFST application area	Remove and replace the distressed areas HFST to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey (2)
Raveling and/or Delaminatio n(3)	Any Survey	≥ 10% of any given 100 square yard of HFST application area	Grind and replace the distressed area(s) with HFST to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey(4)
Soft Spots /Bleeding(5)	Any Survey	≥ 10% of any given 100 square yard of HFST application area	Grind and replace the distressed area(s) with HFST to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey(4)

(1) Severity of Cracking Class IB or greater.
(2) Remedial Work for surface cracking: The Contractor must perform all corrective work to the satisfaction of the Engineer.
(3) Raveling and/or Delamination: Loss of cover aggregate or lack of HFST mix on the surface.
(4) At the time of final survey, repaired areas must be performing to the satisfaction of the Engineer.
(5) Soft Spots is caused by uncured or polymer binder and bleeding is due to excess binder. The soft spots can be detected and verified by using a small scraper knife to shovel off the material.

333-7 Method of Measurement.
The quantities to be paid for will be the plan quantity, in square yards, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

333-8 Basis of Payment.
Price and payment will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 908-333-1 High Friction Surface Course – per square yard.

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.

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

PALM BEACH COUNTY, FLORIDA
GENERAL PROVISIONS

DIVISION 1
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	
	Location	
	Total Construction Cost	
	Description	
Client/ Owner	Firm / Agency	
	Contact person	
	Phone number	
	Email	
Bidder's Role (prime/subcontractor):		
Portion of Project Completed by Bidder:		
Construction Cost of Portion of Project Completed by Bidder:		

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 MILLING AND RESURFACING 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.

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 Bidders 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 **$20** 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: Additional Insured endorsement required: General Aggregate Limit must apply Per Project	$500,000 per occurrence Yes	$1,000,000 per occurrence 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: Employer's Liability Limits not less than:	Statutory $100,000/500,000/100,000	
WATERCRAFT LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	$1,000,000 per occurrence Yes	
AIRCRAFT LIABILITY: Limit of Liability not less than: When used to carry passengers (excluding aircrafts crew) coverage for Passenger Liability not less than: Additional Insured endorsement required:	$5,000,000 per occurrence $1,000,000 per passenger Yes	
RAILROAD PROTECTIVE LIABILITY: Limit of Liability not less than: Additional Insured endorsement required: General Aggregate Limit must apply Per Project	$2,000,000 per occurrence $6,000,000 aggregate Yes	
UTILITY OWNERS PROTECTIVE LIABILITY: Limit of Liability not less than: Additional Insured endorsement required:	$1,000,000 per occurrence 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.

8-3.3 Beginning Work DELETE AND INSERT THE FOLLOWING:

Notify the Engineer not less than five days in advance of the planned start day of work. Upon the receipt of such notice, the Engineer may give the Contractor Notice to Proceed and may designate the point or points to start the work. In the Notice to Proceed, the Engineer may waive the five day advance notice and authorize the Contractor to begin immediately. Notify the Engineer in writing at least two days in advance of the starting date of important features of the work. Do not commence work under the Contract until after the Department has issued the Notice to Proceed. The Department will issue the Notice to Proceed within 120 calendar days, excluding Saturdays, Sundays and Holidays, after execution of the Contract, unless otherwise mutually agreed by the Contractor and the Department.

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 2.5% of Contract amount at the discretion of the Department Engineer when said project exceeds 95% of the Contract amount.

The amount retained on water and sewer construction and adjustments included in the Contract shall be 5% 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% or more of the original Contract amount, 5% 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 2.5% of Contract amount at the discretion of the County Engineer when said project exceeds 95% of the Contract amount.

On water and sewer construction, the amount retained and adjustments included in the Contract shall be 5% of the progress payments, up to 50% completion. After 50% completion, the retainage shall be reduced to 2.5% 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% or more of the original Contract amount, 5% of the value of Work completed shall be retained up to 50% completion. After 50% completion, the retainage shall be reduced to 2.5% 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

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:

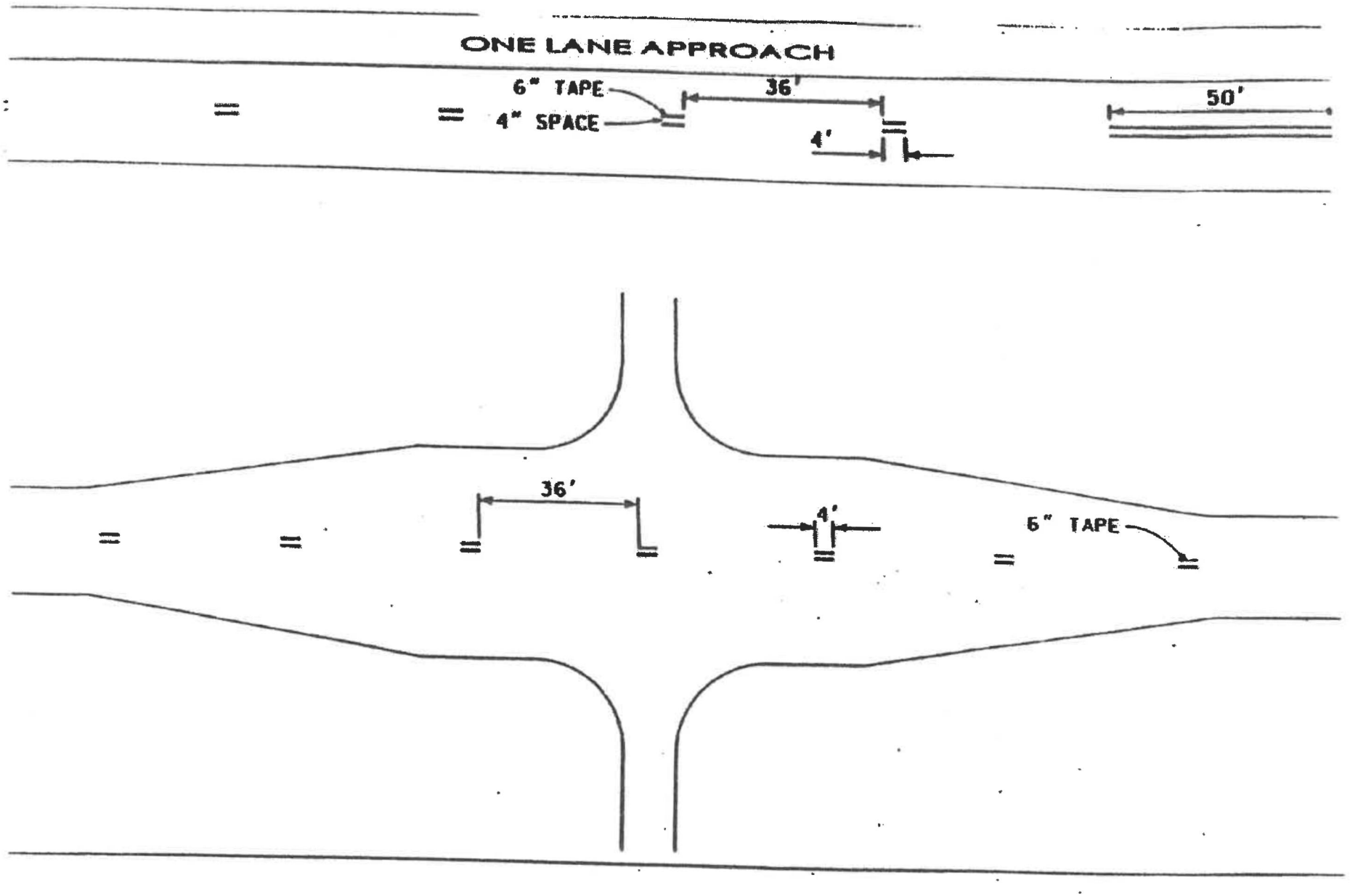
Payment will be made under:

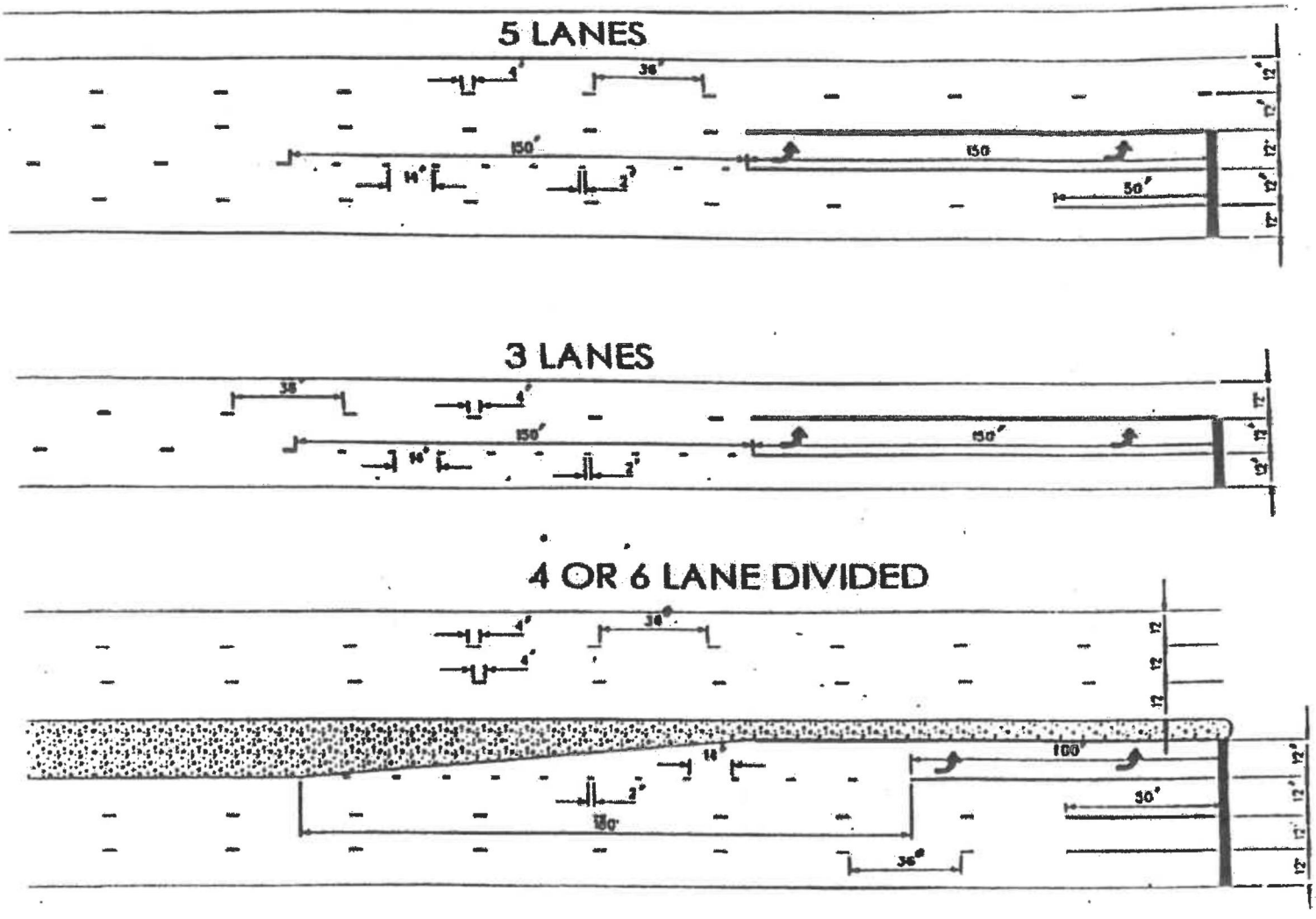
Item No. 102- 1- Maintenance of Traffic - lump sum.
Item No. 102- 14-1 Traffic Control Officers (Non-MOT) - per hour.
Item No. 102- 99-1 Changeable (Variable) Message Sign (Non-MOT) - per each per day.

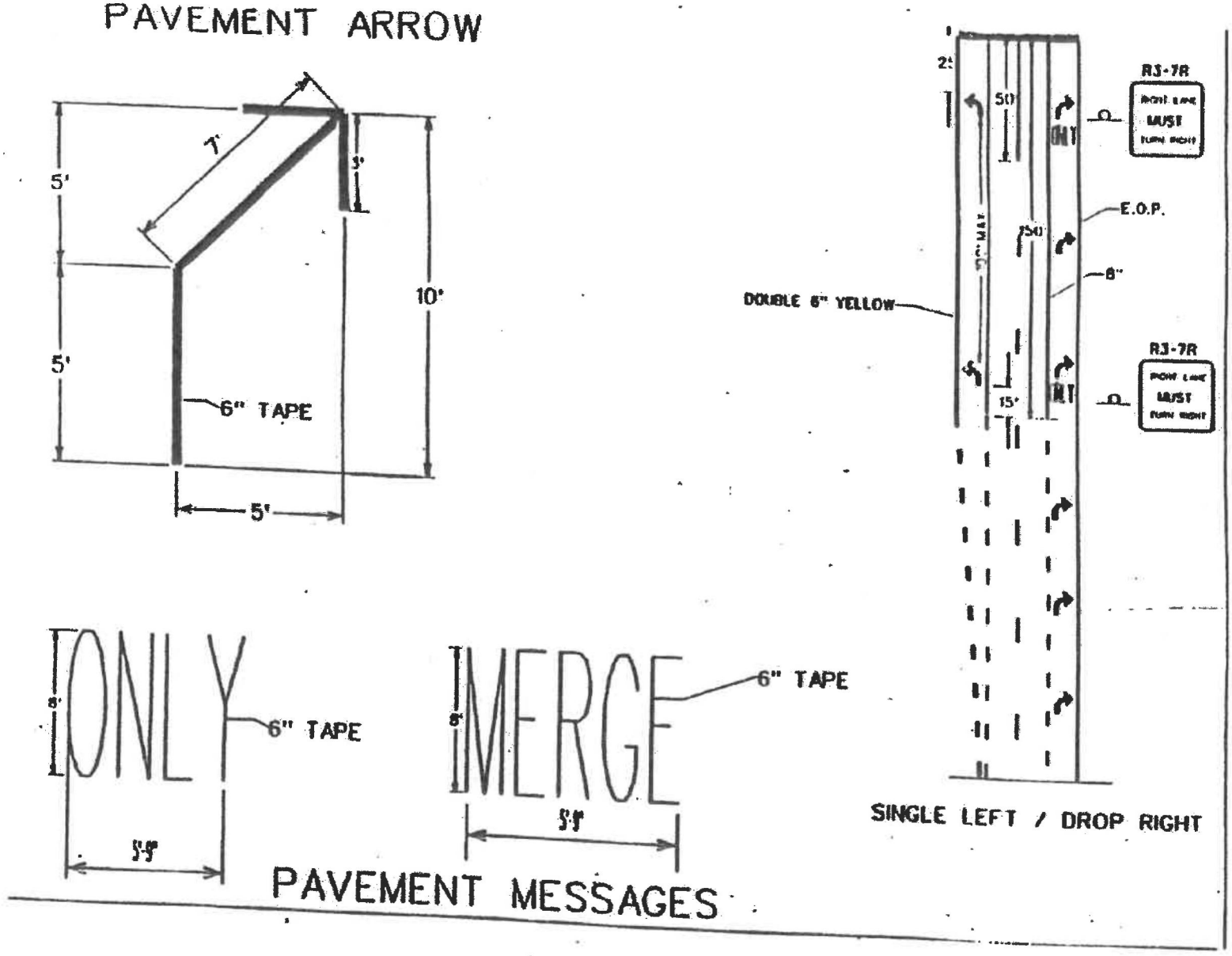
105-1.2.3 Notification of Placing Order DELETE AND INSERT THE FOLLOWING:

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.

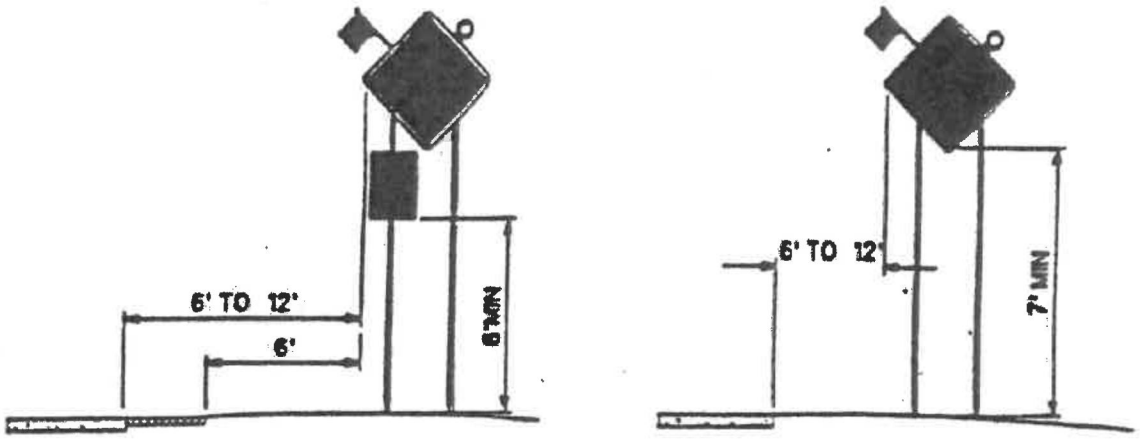
Submit to the Engineer a fabrication schedule for all items requiring commercial inspection at least 30 days before beginning fabrication. Items requiring commercial inspection will be identified in the Plans, Proposal, Special Provisions, Supplemental Specifications, or Technical Special Provisions 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'
14'
3'
150
50'
12'
12'
12'
12'
12'
3 LANES
36'
4'
150'
14'
3'
150'
12'
12'
12'
4 OR 6 LANE DIVIDED
36'
4'
4'
14'
3'
150'
100'
50'
36'
12'
12'
12'
12'
12'
12'


PAVEMENT ARROW
7'
5'
3'
10'
5'
6" TAPE
5'
ONLY
6" TAPE
8'
5'-9"
MERGE
6" TAPE
8'
5'-9"
PAVEMENT MESSAGES
R3-7R
50'
E.O.P.
50'
6"
DOUBLE 6" YELLOW
R3-7R
15'
SINGLE LEFT / DROP RIGHT

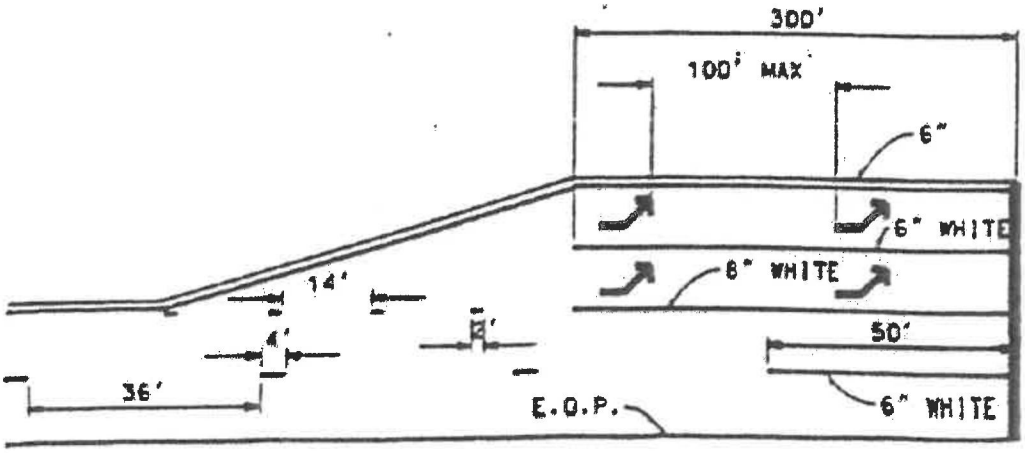
Signing For Long Term Stationary Projects



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



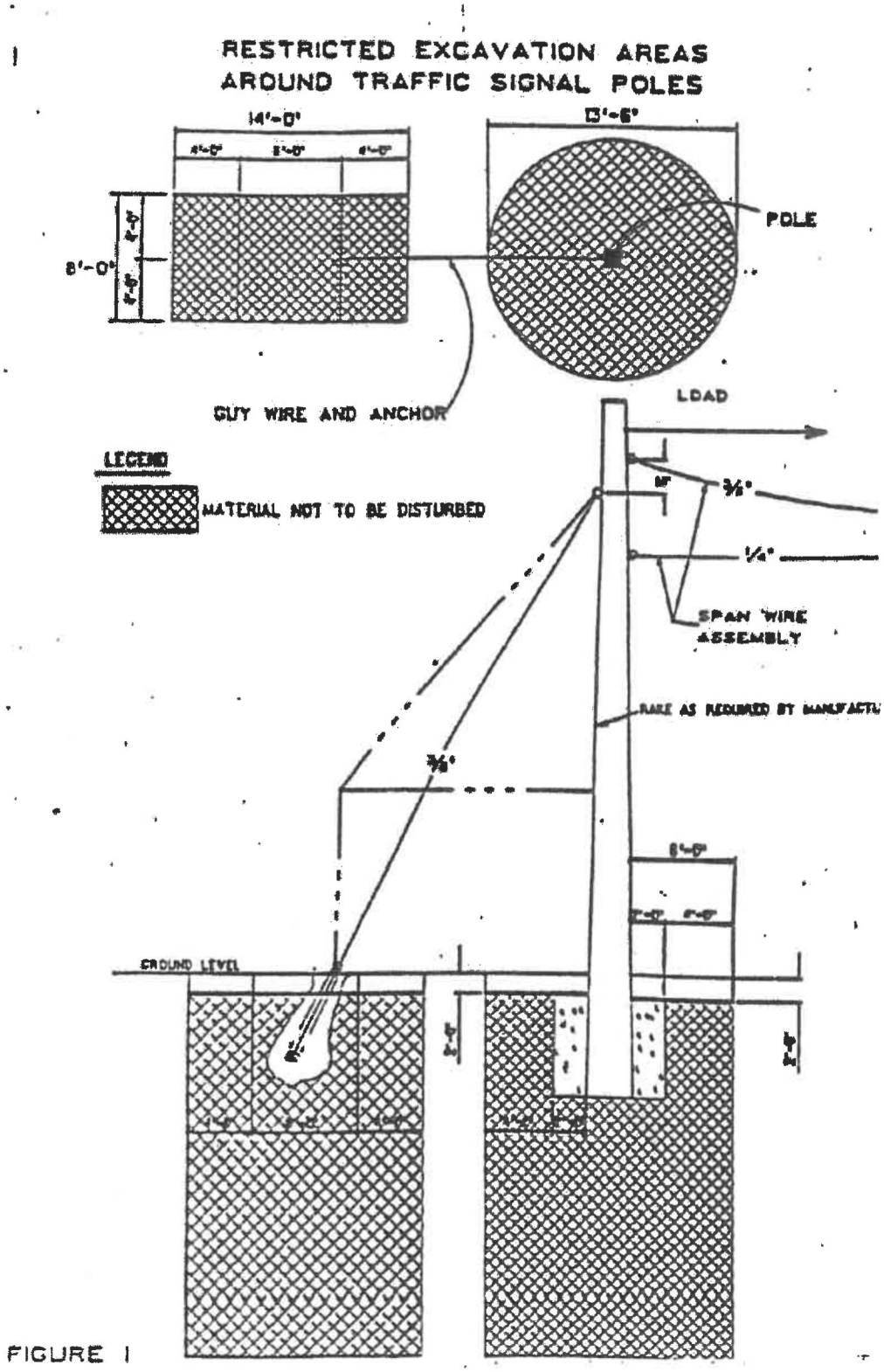


FIGURE 1

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-l 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.

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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.

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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

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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.

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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.

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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 FDOT 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

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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

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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 Milling and Resurfacing 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)

PERMITS

The Contractor is advised that the following pages are copies of the applicable permits for this project. If a permit document includes copies of plan sheets, those pages may not be included herein, but are available from the Department upon request or from the permitting agency.

All general and special conditions required by specific permit(s) shall be executed accordingly and it is the Contractor's responsibility to ensure compliance with said conditions.

Any permits requiring "as-built" information and/or certification shall be prepared by a professional engineer or land surveyor licensed in the state of Florida and shall be the responsibility of the Contractor.

The Contractor is responsible for assuring the completion of appropriate construction certifications, and submittal of the construction completion certifications to permitting agencies as required by each permit referenced in these documents.

All costs associated with meeting said requirements, if not included in a bid item, shall be incidental to the Project and no compensation, either monetary or time, shall be considered.

The Contractor agrees that the entirety of the permits shall govern.

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Police

ITEM 6.7: Authorize In-Car Camera Purchase - Village Standard - Police Department (FY 2022 Budget Funded) - WatchGuard

SUMMARY:

The Police Department needs to purchase five (5) in-car camera systems for police vehicles in the amount of $31,200. These cameras are critical to the daily policing operations within the Village and support the public safety services and activities that are provided by our Police Officers.

Within the FY 2022 budget, the Village Council approved $33,000 for the purchase and installation of new in-car camera systems for newly purchased police vehicles.

For over ten years, the Village has utilized the WatchGuard Digital In-Car Video system for all current in-car camera systems. If the Village were to decide to make a change to another vendor, all existing cameras would be required to be replaced (and would require a significant financial commitment). As a result, the Police Department is recommending to remain with our current in-car vehicle system and to make this proposed purchase under the Village Standard provision within the Village's Purchasing Code.

Note: WatchGuard has provided a letter outlining the proprietary nature of this system that would only make the in-car camera hardware/software available directly (only) from their company.

The Village's Purchasing Code, Section 58.10 - Village Standard, provides that where the Village has determined a particular style, brand, make or model is the only type that meets the Village's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the Village, the Village may acquire or contract for such goods without utilizing the

competitive selection purchase requirements.

FISCAL IMPACT:

Funds to support this purchase are available within the FY 2022 Budget - General Fund

Allocated/Estimated Project Funding:	**Amount**
FY 2022 Approved Budget - In-Car Cameras - General Fund	$33,000
Total Project Funding - General Fund	**$33,000**

Note: The Police Department is purchasing five (5) marked vehicles each of which requires an in-car camera system.

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:

Sole Source Letter - WatchGuard In-Car Cameras
In-car Camera Quote WatchGuard

27th of October 2020

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the VISTA wearable camera system. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.
- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.

- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard Video, which is the industry's only dual lens, rotatable turret camera which houses a 68 degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.

VISTA

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of record up to 9 continuous hours of HD video. VISTA has other unique features, including:
    - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
    - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event

EVIDENCE LIBRARY 4 EVIDENCE MANAGEMENT SOFTWARE

- Evidence Library 4 Web (EL4) utilizes Microsoft SQL Server databases, and can be hosted on premise on agency servers, or deployed as a hybrid solution.
    - WatchGuard engineers designed this software from the ground up to have all of the functionality, features, and the customization options necessary to ensure that law enforcement agencies have a tool they can use to protect, search, copy, share and create reports for their video evidence.
    - Using the building blocks of Microsoft Windows Server, Microsoft SQL Server and Active Directory provide for seamless integration into your existing infrastructure.

Respectfully submitted,



Troy Montgomery
Vice President of Sales
WatchGuard Video

Quote For:

Palm Springs Police Department
Attn: Edgar Morley

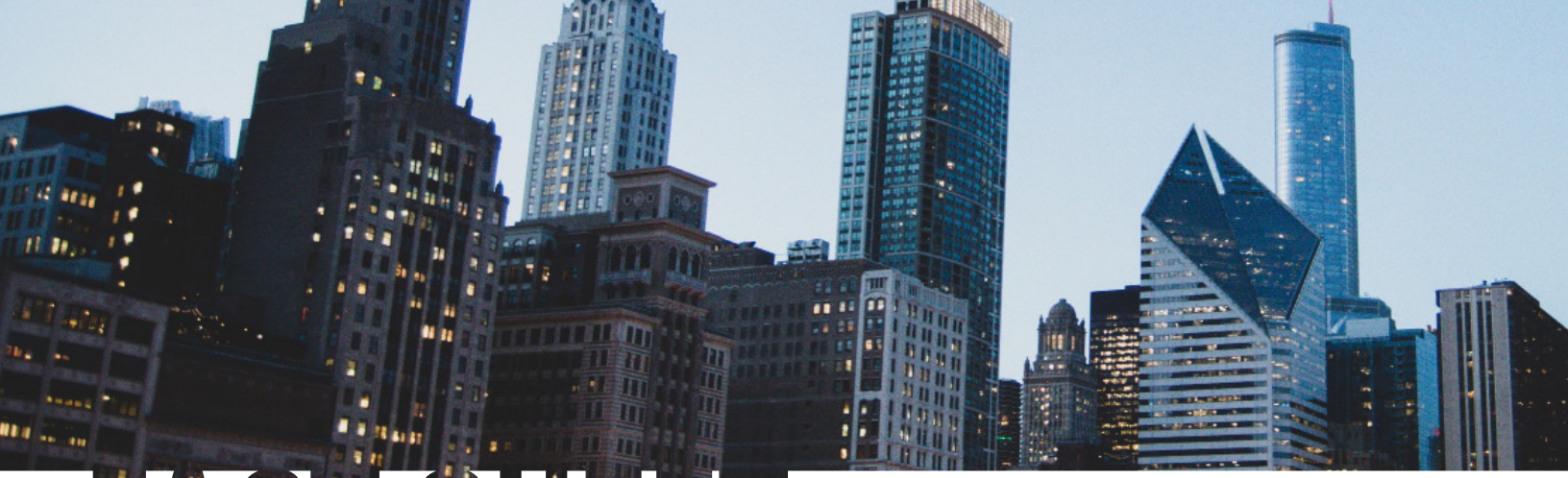
Reference:
M500-5-Palm Springs Fleet Upgrade Proposal

Quote By:

WatchGuard Video / Motorola Solutions
Mike Costa

Date: 12-06-21

Serving Law Enforcement with the Most Compelling, Quality Video Products



FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS

- MISSION-CRITICAL COMMUNICATIONS
- COMMAND CENTER SOFTWARE
- VIDEO SECURITY & ANALYTICS
- MANAGED & SUPPORT SERVICES

AWARDS

The Wall Street Journal Management Top 250, No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies, No. 3 in Networks and Other Communications Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index, September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com

BY THE NUMBERS

$7.3 BILLION
in annual sales (2018)

$637 MILLION
in R&D spending (2018)

$3.3 BILLION
in acquisitions spending since 2016

17,000+ EMPLOYEES
in 60 countries

100,000+ CUSTOMERS
in over 100 countries

6,900+ PATENTS
granted and pending

13,000 NETWORKS
across the globe

MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, Il 60661 U.S.A. **motorolasolutions.com**

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MOTOROLA SOLUTIONS	**WatchGuard Video** **415 E. Exchange** **Allen, TX 75002** **(P) 800-605-6734 (F) 212-383-9661**	WATCH GUARD

Issued To:	Palm Springs Police Department - Attention: Edgar Morley	Date:	12-06-21
Project Name:	M500-5-Palm Springs Fleet Upgrade Proposal	Quote ID:	WMC-0147-06

M500 LPR In-Car Video System

Includes: V300 Wifi Dock, Smart PoE Switch & MIkroTik Transmitter

Qty	Item #	Description
(5)	IV-M5-FC-PC-V3W	**M500 ICV System with V300 WiFi Dock and SmartPoE Switch Bundle** • M500 ICV System FCam PCam DVR Trunk Mount, V300 WiFi Dock, SmartPoE Switch Bundle
(5)	IV-ACK-WF-CP-DM	**MikroTik Configured Wireless Kit, 802.11n, Drill Mount** • MikroTik Configured Wireless Kit, 4RE In-Car 802.11n • Radio, Antenna, PoE, 2-10' Ethernet Cables • Drill Mount
Subtotal Price (Excluding sales tax)		**$31,075.00**

Qty	Item #	Description
(5)	WAR-M500-CAR-1Y	**Warranty, M500, In-Car, 1st Year (Months 1-12) Included**
Subtotal Price (Excluding sales tax)		**$0.00**

Qty	Item #	Description
(5)	FRT-ICV-01	**Shipping - ICV Unit** • Freight delivery for each In Car Video Unit
Subtotal Price (Excluding sales tax)		**$125.00**

Quote Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED

Quoted by: Mike Costa - Regional Sales Manager - 800-605-6734 - michael.n.costa@motorolasolutions.com

Total Price	**$31,200.00** (Excluding sales tax)



WATCHGUARD 4RE®
HD PANORAMIC IN-CAR VIDEO SYSTEM

Simple controls, HD cameras, wireless uploads and full integration with body-worn cameras have made the WatchGuard 4RE the world leader for in-car video policing.

KEY FEATURES

INTUITIVE CONTROL – Icon-driven user interface and direct access keys make operation quick and simple.

FULLY INTEGRATED WITH BODY CAMERA – The WatchGuard 4RE In-Car system and one or more body-worn cameras can work seamlessly, capturing synchronized vide of an event from multiple vantage points.

UPLOAD ANYWHERE, ANYTIME – Recorded events are uploaded wirelessly via cellular network from vehicle to evidence storage with no officer involvement.

SMART, EVENT-BASED RESOLUTION RECORDING – Record simultaneously in HD and SD and automatically save using a resolution configured to the event category.

FULL PANORAMIC HD COVERAGE – See everything in front of the patrol car with the stunning video quality of a rotatable HD camera and an HD panoramic camera, all in one compact, rugged housing.

NEVER MISS AN INCIDENT – RECORD AFTER THE FACT provides the power to go back in time and capture important evidence days after it happened, even when record wasn't pressed.

DUAL DRIVE ARCHITECTURE – Video is continuously recorded to the internal Solid State Hard Drive (SSHD) and all active recordings are written to both the internal hard drive and the removable USB Flash Drive, providing event transfer options and backup.



Full Coverage, Full Detail
Panoramic X2 Camera



Zero Impact On Line Of Sight
Zero Sightline (Zsl) Camera



12X Optical Zoom
Hd Mini Zoom Camera



Infrared Illumination
Infrared Cabin Camera



Added Viewing
Side Or Rear-Facing Camera

SPECIFICATIONS

Hard Drive Storage Capacity	256GB
Certified to Military Specification	MIL STD 810-G
Operation Conditions	-40 °F to 185 °F
Integrated and GPS for Speed and Location	YES
Integrated Crash Detection	YES
Hours of Recording	Up to 80 hours

For more information, visit motorolasolutions.com/in-car

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Motorola Solutions, Inc. 500 West Monroe Street, Chicago, Il 60661 U.S.A. **motorolasolutions.com**

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VIDEO-AS-A-SERVICE

TRANSPARENCY SHOULDN'T COME AT A HIGH PRICE

Get your cameras and get going. Our simple pay-as-you-go program helps you get everything you need for your body-worn and in-car camera video policing program with no upfront capital investment — from a robust camera system to advanced digital evidence management tools.

As the requirement for law enforcement video systems continues to grow, the obstacles to acquisition remain the same.

Raising funding and securing grants is difficult and time-consuming. Data storage and system maintenance costs are hard to predict. And video technology continues to mature, making a big investment potentially risky.

Motorola Solutions is overcoming these obstacles by delivering body-worn cameras, in-car video systems, digital evidence solutions and support services through Video-as-a-Service.

With no up-front capital investment required, you can deploy a new camera system and start using it immediately under a simple 5-year pay-as-you-go program. Everything you need is provided, including solutions to securely capture, collect, manage and share your evidence, as well as 24/7 support and no-fault warranty coverage.

And if you already have content on a digital evidence management system, we can work with you to migrate your video material to the new platform.

NO NEED TO RAISE FUNDS

Get what you need with no upfront investment and pay-as-you-go. Turn a capital investment into a manageable operational expense.

BUDGET PREDICTABILITY

Stay on budget with a low payment, fixed for 5 years, that includes your camera system, software, support, and video storage.

ASSURED PERFORMANCE

Maintain efficiency and reliability, with a no-fault warranty, advance hardware replacement and 24/7 phone support.

TECHNOLOGY REFRESH

Stay current with the latest technology, with a free refresh of your body-worn cameras and batteries during the program.

CLOUD HOSTED

Manage, store and share video evidence securely from your cloud account. We can even help you migrate your existing platform.

KNOCK DOWN DIGITAL EVIDENCE DATA SILOS

As important as it is to have the right mobile video cameras in place, it's just as critical to have the right digital evidence management tools to streamline the capture, collection, management and sharing of your data.

Capture Evidence with your Smartphone

Securely capture video, images and audio on-scene using an Android or iOS device with CommandCentral Capture.

Collect Evidence from your Citizens

Quickly gather evidence using case-specific, agency-generated links with CommandCentral Community.

Control your Entire Video System

Easily configure cameras, provision users, define permissions and maintain audit logs with CommandCentral Evidence.

Unify your Evidence Management

Intelligently organize, redact and audit all of your agency's digital evidence from one place with CommandCentral Evidence.

Simplify your Evidence Sharing

Seamlessly view and share all case-related information from one, streamlined interface with CommandCentral Records.

PACKAGE SUMMARY

	BODY-WORN CAMERAS	IN-CAR CAMERAS	INTEGRATED SYSTEM
	$49/month	**$149/month**	**$189/month**
Systems	V300 continuous-operation body-worn camera, detachable battery and camera mount.	WatchGuard 4RE® in-car video system, CarDetector Mobile LPR and Vigilant PlateSearch software, infrared cabin camera, choice of forward-facing HD camera, HiFi microphone, WiFi upload kit and smart power switch.	Body-Worn Camera System + In-Car Camera System + WiFi access point/body-worn camera dock for a seamless, integrated camera system.
Software	CommandCentral Capture, CommandCentral Community, CommandCentral Evidence, and CommandCentral Records for cloud-based digital evidence collection, management and sharing. Includes free digital evidence migration to the new platform.		
Support	Five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support.		
Refresh	New body-worn camera with battery in third year.		New body-worn camera with battery in third year.

For more information, please visit
motorolasolutions.com/video-as-a-service

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NOW OBSERVATION BECOMES ACTION

M500 IN-CAR VIDEO SYSTEM

MOTOROLA SOLUTIONS

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THE MORE YOU KNOW WHAT'S OUT THERE, THE MORE YOU CAN KEEP YOURSELF AND THE PEOPLE YOU SERVE SAFE

SCAN.
ANALYZE.
REACT.

M500

INTRODUCING THE M500 IN-CAR VIDEO SYSTEM

A groundbreaking leap forward in
awareness, **safety**, and **efficiency**.





MISSION-CRITICAL DESIGN

USE WITH CONFIDENCE IN THE TOUGHEST CONDITIONS

Built on exacting research and real-world feedback, the M500 is designed to withstand the toughest conditions and to work intuitively in the most demanding situations.

DESIGN

The easy-to-install system has a minimal footprint, with small form-factor devices providing unobstructed views.

Ultra-durable camera mountings lock into position to resist tampering and impacts.

An intuitive user interface makes it simple to operate, with no function more than three taps away.

Footage is securely encrypted - at rest and in transit - to combat cyber threats.

Even if your vehicle is in a serious collision, the system can switch to a built-in UPS to continue capturing evidence for those vital extra seconds.





AN INTUITIVE INTERFACE MAKES IT SIMPLE TO OPERATE, WITH NO FUNCTION MORE THAN THREE TAPS AWAY

INDUSTRY-LEADING VIDEO

CATCH THE CRITICAL DETAILS OTHER CAMERAS MISS

With industry-leading video capture and playback, the M500 delivers a clear record of every incident.



The high-resolution front camera and cabin camera deliver the high-resolution footage you need to precisely document events as they unfold.

The front camera creates wide angle and focused streams, each in dual resolution, to ensure you capture the whole picture.

That visual detail and data drives the M500's AI capabilities, so it can accurately analyze events, flag threats, and identify search targets in real time.

The cabin camera's built-in infrared floodlight illuminates the passenger compartment to record every action that occurs.

And the ultra-high resolution touchscreen control panel lets you monitor what's out there, review past events, and see exactly what you need to know.



CAPTURE



THE 4K FRONT CAMERA CAN RECORD IN CRYSTAL-CLEAR 1080P, WITH PANORAMIC AND FOCUSED VIEWS



EMBEDDED INTELLIGENCE

KNOW WHAT'S OUT THERE WITH REAL TIME AWARENESS

Far more than an eye recording what it sees, the M500 is a brain analyzing everything around you and flagging what you need to know.

The M500 continuously scans your surroundings using powerful video analytics to identify search targets and threats in real time.

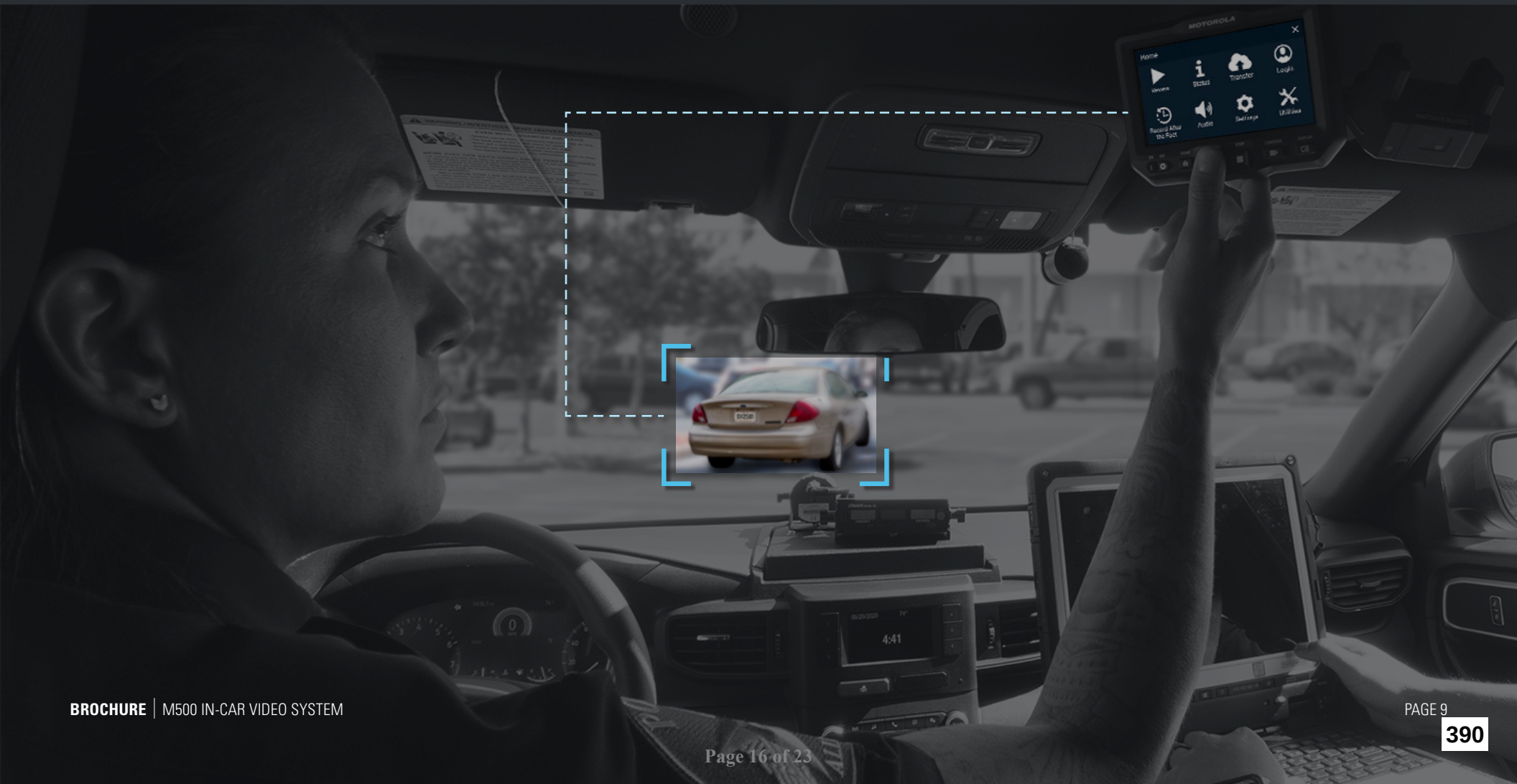
Read license plates from up to 40 feet away. Get hit notifications from hot lists you manage in Vigilant PlateSearch.

Inside the vehicle, object detection analytics activate the cabin camera if and only if the back seat is occupied.

Exhaustive testing helps ensure our algorithms provide accurate, unbiased results so you can serve your communities fairly and responsibly.

A combination of cloud and edge algorithms are carefully architected to give you the quickest, most accurate results.

You always have critical information you need to make smarter, faster decisions, to keep everyone safer.



POWERFUL ECOSYSTEM

CONNECT YOUR TECHNOLOGY TO WORK SAFER AND SMARTER

As part of the Motorola Solutions technology ecosystem, the M500 amplifies the capabilities of the mission-critical technology you already count on.

CAPTURE MANAGE REVIEW SHARE









WIRELESS VIDEO UPLOAD

Use WiFi and LTE to upload events from M500 to CommandCentral Evidence

DIGITAL EVIDENCE MANAGEMENT

Aggregate and intelligently organize M500 video and other media in CommandCentral Evidence

CONSOLIDATED RECORD VIEW

Easily view all incident information, including the digital evidence, from one location

JUDICIAL SHARING

Securely share with prosecutors, other agencies and the community with chain of custody intact



CREATE GROUP RECORDINGS WITH V300 BODY CAMERAS, FOR MULTIPLE VIEWPOINTS ON EVERY INCIDENT

AUTOMATED TRANSCRIPTION

Save valuable time by automatically transcribing audio and video files.

VIDEO REDACTION TOOLS

A robust suite of native redaction tools help protect personally identifiable information.

SYNCHRONIZED PLAYBACK

Simultaneously see and hear recorded video and audio from multiple devices.

Learn more about CommandCentral Evidence at **motorolasolutions.com/evidence**



STREAMLINED EXPERIENCE

SIMPLIFY YOUR OWNERSHIP FROM END-TO-END

The M500 gives you the ease and simplicity you expect from the latest technology.

The user interface is built to a scientific design system that delivers a consistently effective experience across our entire ecosystem. Greater consistency means less training, more productivity, and faster operations.

ADD NEW AI APPLICATIONS, CAMERAS, SENSORS, VOICE CONTROLS, AND INTEGRATIONS AS YOUR NEEDS CHANGE.



The moment you log into the M500, your settings and preferences are automatically applied - whichever vehicle you're in.

The system is easy to install and can be remotely programmed and updated via the cloud or WiFi connection.

Video can be livestreamed* and uploaded via broadband connection directly into the CommandCentral platform.

Our comprehensive warranty and support services give you complete peace of mind.

And the entire system is designed to evolve alongside you. You can easily add new AI applications, cameras, sensors, voice controls, and integrations as your needs and operations change.

SPECIFICATIONS



M5F
FRONT CAMERA

- 4K (8MP) sensor
- Delivers 1080p video evidence as panoramic and focused field of view
- 1.7 sq in BL-CMOS automotive-grade sensor
- Excellent low-light performance
- Calibrated and locked into position at installation



M5P
CABIN CAMERA

- 1080 resolution (4 MP)
- Built-in infrared illumination
- High-grade microphone with wind porting
- Complete cabin coverage
- IP54, with built-in lens de-fogging
- Calibrated and locked into position at installation







HIFI MICROPHONE

- High-quality audio
- Encrypted wireless link
- Long-range operation
- Remote record button*

SPECIFICATIONS

M5D
CONTROL PANEL

- Screen size: 5" diagonal
- Resolution: 1920 x 1080 pixels
- Industrial-grade capacitive multi-touch screen
- 7x dedicated buttons for critical features
- Standard, covert and dark modes
- Silicone overmold for secure grip
- Built-in ambient light sensor





M500
CORE PROCESSOR

- Powerful multi-processor architecture
- Optimized for video analytics
- 1 TB automotive-grade solid-state hard drive
- 128 GB removable USB drive (keyed access)
- AES256 encryption on all stored content
- Accelerometer for impact detection
- Supports up to 5 cameras (2 at launch)
- Built-in GPS
- Remote triggers
- Integrated with V300 body cameras for group recordings
- Record-after-the-Fact™ evidence recovery technology
- Built-in UPS (approx 10 secs of operation if power is lost)





*Feature not available at launch



For more information, please visit

www.motorolasolutions.com/M500

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Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Police

ITEM 6.8: Amend Approved Police Department Building Expansion Phase II (Task Order No. 269 - Work Authorization #SA-PD01) - Professional Architectural and Engineering Services - Police Department – Song & Associates, Inc.

SUMMARY:

The Police Department is requesting approval of the amended Work Authorization No. SA-PD01 (Task Order No. 269) with Song and Associates, Inc. for professional architectural and engineering services (i.e., design, bidding, and construction services) related to the Police Department building expansion.

Through a Request for Qualifications (RFQ) for Architectural and Engineering Design Services (RFQ 2019R-002) process, on September 26, 2019, the Village Council selected Song & Associates on a continuing contractual basis to provide the Village with design, engineering, bidding, and construction services for the proposed Police Department building expansion project.

Song & Associates submitted a proposal for full services divided into two (2) phases:

- Phase 1 - Need Study and Concept
- Phase 2 - Final Design Documents and Construction Administration

After completion of Phase I, on August 26, 2021, the Village Council approved Work Authorization No. SA-PD01 (Task Order No. 269) to support all required professional architectural/engineering services and related tasks (as outlined within Phase II – Advanced Conceptual and Schematic Design Services) to expand the Police Department building, to be completed by Song & Associates.

The proposed tasks and associated costs to provide the professional engineering services for Phase II of the proposed project were as follows:

Work to be Completed - Phase II	**Contract Amount**
Advanced Conceptual Design	$44,600
Schematic Design	$24,000
Reimbursable Expense Allowance	Not to Exceed $800
TOTAL - Phase II	**$68,600 plus reimbursable expenses**

After the start of Phase II, Song & Associates staff recommended additional services to expedite the process and eliminate any unforeseen site conditions. Song & Associates is now requesting authorization to conduct the following two site surveys:

- ALTA Survey (Topographic and Tree Survey)
- Ground Penetrating Radar Survey (Utility Locates Survey)

The cost of these additional surveys is $17,200.
If approved, the total cost of Phase II will be amended to a total of $85,800 plus reimbursable expenses.

The Village Council has approved funding ($1,529,662) within the FY 2021/22 Budget - General Fund to support this project (architectural design and partial construction costs). 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.

Staff recommends approval of the amended proposed Work Authorization SA-PD01 (Task Order No. 269) with Song & Associates in the amount of $85,800 plus reimbursable expenses for architectural and engineering, design, bidding, and construction services for the addition/expansion of the Police Building.

The original Agreement and work authorization were prepared by the Village Attorney and Song & Associates and reviewed by the Police Chief, the Assistant Police Chief, the Police Support Services Manager, the Public Services Project Manager, the Finance Director and the Village Attorney.

FISCAL IMPACT:
Funding to support the proposed work authorization (Task Order No. 269) is available within the FY 2022 Budget - General Fund and the Capital Improvement Plan (CIP) utilizing Infrastructure Surtax (Sales Tax) funds.

Allocated/Estimated Project Funding:	**Amount**
FY2021 Approved Funding - General Fund	$1,181,250
FY2022 Approved Funding - General Fund	$1,529,662

Expected Architectural and Engineering Design Project Costs:	**Amount**
FY2021 Project Cost - Fees	$29,500
FY2022 Project Cost - Expected Fees	$86,600
TOTAL Architectural and Engineering Design PROJECT COSTS:	$116,100

Expected Project Costs (Breakdown):	**Amount**
FY 2021 Project Cost – Need Study / Concept Phase	$ 29,500
FY 2022 Project Cost – Design / Documentation Phase	$ 86,600
FY 2022 Project Cost - Construction Costs	$1,461,062
TOTAL ESTIMATED PROJECT COSTS:	**$1,577,162**

This project is expected to extend into the next fiscal year (and possibly additional fiscal years). As a result, some of the expenditures for this project have been funded within the FY 2019, FY2020 and the FY 2021 Budget - General Fund.

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

ATTACHMENTS:

Proposed Professional Services Agreement - Song & Associates
Song & Associates - Task Order No. 269 - Phase II - Architectural and Engineering Design Services
Work Authorization - Song and Associates
Police Building Expansion Amendment #1 - 12-08-2021
PD Building Agreement Amendment Explanation - Email
Capital Improvement Project Detail Form - PD Expansion

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and _____, 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 regarding the expansion of the Village's Police Department in accordance with this Agreement and as set forth in the RFQ for this project and as set forth in Consultant's initial proposal, dated October 17, 2019, incorporated herein as Exhibit "A"; 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:

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 design the expansion of the Village Police Department building and develop any bid and contract documents and perform the services as more specifically set forth in the RFQ and attachments, which is attached hereto as Exhibit "A" and incorporated herein.

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 venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, LIQUIDATED DAMAGES 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 Consultant's proposal (Exhibit "A") 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. However, further services under this Agreement must comply with Florida's Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes, as may be applicable.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times 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 in the event that 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:

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

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

3. 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.

a. Payments. The Village agrees to compensate a total lump sum amount which shall not exceed that amount set forth in Consultant's initial proposal, attached as Exhibit "A". The parties understand that Consultant shall submit other proposals regarding different phases of the project which shall be brought before the Council for approval. 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".

b. Invoice. The Consultant shall render an invoice to the Village for services upon completion of the services. The invoice 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 invoice.

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 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 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 of 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:

_____
_____
_____
_____

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 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 and Exhibit "A", the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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 property of the Village. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. 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 OWNER 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:

(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.

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:

_____
Village Clerk

VILLAGE OF PALM SPRINGS

By:_____
Mayor

Approved as to Form:

_____
Village Attorney

WITNESSES:

_____

_____
(Name Printed or Typed)

_____

By:_____

Jill Lanigan
(Name Printed or Typed)

State of FL.
County of Palm Beach

BEFORE ME, the foregoing instrument, this 20 day of December, 2019 was acknowledged by Jill Lanigan Principal, 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 20 day of December, 2019

William Hanrahan
Notary Public
(SEAL) My Commission Expires:

WILLIAM HANRAHAN
Notary Public - State of Florida
Commission # GG 334135
My Comm. Expires Jul 28, 2023

June 30, 2021

Chief Thomas A. Ceccarelli
Village of Palm Springs
Village Hall
230 Cypress Lane
Palm Springs FL 33461.

RE: Police Department Building Expansion & Renovation
Professional Architectural & Engineering Services Proposal
Phase 2, Advanced Conceptual and Schematic Design Services

Dear Chief Ceccarelli:
Song + Associates has completed Phase 1 services including a needs study, conceptual site diagrams, and project budget estimate. On June 10, the Council authorized staff to proceed with Option 3 for a two-story addition, lobby addition, and remodeling of the existing police department building to include hardening of the affected areas. We respectfully submit this proposal for services to develop the selected option to a Schematic Design level describing the scope of work in greater detail for more accurate budget and schedule planning.

I. PROJECT UNDERSTANDING

The Village of Palm Springs is proposing expansion of the existing Police Department Building in alignment with conceptual Option #3 as selected by Village Council. Option #3 proposes a 5,000 sf one-story addition, a two-story, 9,000 sf addition, as well as approximately 6,200 sf of remodeling of the existing police department space. When completed the Police Building will have approximately 24,000 SF of new and renovated spaces and related site improvements. The base project scope will include the Police Department Administrative and support space and a multi-purpose training/meeting room.

II. PHASE 2 – SCOPE OF SERVICES

A. Advanced Conceptual Design

- Based on the results of the programming process, proposed space plans will be developed to incorporate the needs of each department. One of the primary goals of this project is to re-organize the department groups to improve efficiency of functions and to accommodate future growth and adaptability. The proposed space plans will be reviewed with department staff for approval.
- After approval of the space planning, the design team will develop a preliminary conceptual architectural design to evaluate the form, massing, and character of the proposed building. Three-dimensional renderings will be developed to illustrate the design.
- The design team will evaluate the available site data including existing utilities, stormwater drainage infrastructure, environmental and other site conditions affected and required for the proposed conceptual design.
- The design team will further assess the existing conditions of the facility for necessary improvements. The structural engineer will be engaged for preliminary and representative

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA003165 / IB0001095
1545 Centrepark Drive North
West Palm Beach, Florida 33401
T: 561.655.2423 F: 561.655.1482
American Institute of Architects / NCARB

analysis of the existing, as well as the proposed new structure, to the extent required to inform the owner on hardening strategies and their relative costs and benefits.

- The Mechanical and Electrical engineers will be engaged to evaluate the existing systems in regard to condition and to guide the owner through informed decision making as to the replacement of the generator and its proposed capacity and usage to support emergency operations.
- Preliminary Probable Project Cost: Based on the agreed-upon conceptual space plans and conceptual architectural design, the project budget estimation of the needs-analysis phase will be updated and validated in alignment with the conceptual design.
- A preliminary proposed schedule will outline all steps in the process and will suggest a preliminary phasing plan for construction.
- Workshop Design meetings will be held with the project team throughout this phase to explore and discuss the conceptual design and establish the desired aesthetics of the facility.

B. Schematic Design

- Develop the approved advanced Conceptual Design into the full Schematic Design package to validate the Owner program and to complete the overall design
- Engage the necessary design consultants for Mechanical, Electrical, and Structural engineering for document development. At this phase, the engineering aspects of the project may be defined in detailed narrative reports.
- Prepare schematic floor plans, elevations, sections and critical building details showing the relationship of project components for Owner approval.
- Initiate Building Department and Fire Marshall project review discussion to receive their input regarding design review and necessary documentation.
- Develop appropriate material selections for exterior finish ideas for Owner review and approval.
- Throughout this phase, progress meetings will be held with Village staff every two weeks and presentations will be given to Village Council at the project milestones.

III. FEES

Song + Associates will provide the services as described above for a fixed fee amount of Sixty-Eight Thousand, Six Hundred Dollars ($68,600) plus reimbursable expenses as further defined below:

Phase 2 – Advanced Design Phase		Fee	Proposed Duration
A.	Advanced Conceptual Design	$ 44,600.00	6 weeks
B.	Schematic Design	$ 24,000.00	3 weeks
	Owner Review Period		1 week
	Subtotal:	$ 68,600.00	10 weeks
	Reimbursable Expense Allowance (Not to Exceed)	$ 800.00	
	Total:	$ 69,400.00	

Remainder of professional fees to complete the project through Construction Administration phases will be determined after approval of the Advanced Conceptual Design when the components of the project are fully defined including hardening, sustainability, and emergency operations goals.

IV. REIMBURSABLE EXPENSES

The Architect shall be paid for all normal reimbursable expenses such as, but not limited to, printing, reproductions, postage, special delivery, mileage and travel expenses outside the County, in addition to the base compensation within the allowance stated above. Requested supplemental renderings may be provided through an additional fee based on the cost of the work. The base fees include presentation to City Council and the public after the Advanced Conceptual Design. Two presentations are included. Additional presentations to Council or community groups may be provided through additional fees.

V. TIME OF SERVICE

The above-described scope is estimated to require 10 weeks from the Notice to Proceed. The schedule is dependent on access to the existing facilities, and availability of the Village of Palm Spring's staff for meetings and review of submissions as outlined above.

S+A will await Council approval and a purchase order to serve as authorization to proceed. We appreciate this opportunity to serve the Village of Palm Springs and look forward to your consideration of this proposal.

Sincerely,



Jill Lanigan,
Principal, Director of Business Development
cc: Robert Castrovinci, S+A; Jo Ann Brent, S+A

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE WORK AUTHORIZATION

DATE :_____ VILLAGE RFQ. NO.: 2019R-002

WORK AUTHORIZATION NO. SA-PD01 FOR CONSULTING SERVICES

TASK ORDER (PROJECT) No. 269 G/L CODE: 01229-56200

SONG AND ASSOCIATES PROJECT NO.: 19034

PROJECT TITLE: Police Department Building Expansion

This Work Authorization, when executed, shall be incorporated in and shall become an integral part of the Agreement for Professional Services dated June 30, 2021 between the Village of Palm Springs ("VILLAGE"), and SONG AND ASSOCIATES ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

The expansion of the existing Police Department Building in alignment with conceptual Option as selected by Village Council. The expansion consists of a 5,000 sf one-story addition, a two-story, 9,000 sf addition, as well as approximately 6,200 sf of remodeling of the existing police department space. When completed the Police Building will have approximately 24,000 SF of new and renovated spaces and related site improvements. The base project scope will include the Police Department Administrative and support space and a multi-purpose training/meeting room.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Task Order.

TASK 1 – Advanced Conceptual Design

The development of conceptual space plans approach that complies with client programmatic requirements previously established on phase #1.

Subtask 1.1 – Concept Plan Approval

Obtaining initial conceptual space plan feedback from owner and finalize approval from each department staff.

Subtask 1.2 – Site Condition Analysis

Site evaluation of existing elements and identifying utility connection access point as they relate to the established conceptual plan approach.

Subtask 1.3 – Existing Building Assessment

Evaluation of the existing buildings condition and preliminary structural analysis to advice owner of potential hardening strategies required for the building expansion.

Subtask 1.4 – Mechanical and Electrical Analysis

Evaluation of the existing buildings systems and their current state of operations. With the intention of identifying the required modifications to accommodate the buildings programmatic expansion.

Subtask 1.5 – Opinion of Probable Project Cost

The development of high-level cost estimates based upon the agreed conceptual space plan.

Subtask 1.6 – Project Schedule

The development of a preliminary project schedule and well as potential phasing strategies for construction.

TASK 2 – Schematic Design

The development of the approved conceptual design into the full Schematic Design package to validate the Owner program and to complete the overall design

Subtask 2.1 – Mechanical, Electrical, and Structural Narrative

Engage the necessary design consultants for Mechanical, Electrical, and Structural engineering for document development. At this phase, the engineering aspects of the project may be defined in detailed narrative reports.

Subtask 2.3 – Preliminary Permit Coordination
Initiate Building Department and Fire Marshall project review discussion to receive their input regarding design review and necessary documentation.

Subtask 3.4 – Interior Design Coordination and Meetings
Develop appropriate material selections for exterior finish ideas for Owner review and approval.

III. DELIVERABLES

TASK 1 – Advanced Conceptual Design

1. Digital conceptual design package
2. Updated Project schedule and cost estimate

TASK 2 – Schematic Design

3. Digital schematic design package
4. Physical schematic design package
5. Updated Project schedule and cost estimate

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)	Cumulative Time to Complete (Calendar Days)
TASK 1 – Advanced Conceptual Design	42	42
TASK 2 – Schematic Design	21	63
Owner Review Period	7	70

* The schedule is based upon conducting a review meeting within 4 calendar days after the Village receives the design submittal. All review comments shall be provided to consultant within 7 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 $69,400.00 as outlined in Table B and further detailed in Attachment [Song + Associates Letter Proposal].

Table B
Budget Summary

Description	Total
TASK 1 – Advanced Conceptual Design	$44,600.00
TASK 2 – Schematic Design	$24,000.00
Reimbursable Expense Allowance (Not to Exceed)	$800.00
TOTAL	$69,400.00

VI. ASSUMPTIONS

The Architect shall be paid for all normal reimbursable expenses such as, but not limited to, printing, reproductions, postage, special delivery, mileage, and travel expenses outside the County, in addition to the base compensation within the allowance stated above. Requested supplemental renderings may be provided through an additional fee based on the cost of the work. The base fees include presentation to City Council and the public after the Advanced Conceptual Design. Two presentations are included. Additional presentations to Council or community groups may be provided through additional 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 June 30, 2021, by and between the Village of Palm Springs ("VILLAGE") and SONG AND ASSOCIATES ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

SONG AND ASSOCIATES

By: _____

Print Name: JILL LANIGAN

Title: PRINCIPAL

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

(Required if over $25,000)

December 08, 2021

Walter Sanchez – Project Manager
Village of Palm Springs
Village Hall
230 Cypress Lane
Palm Springs FL 33461.

RE: **Police Department Building Expansion & Renovation**
Professional Architectural & Engineering Services Proposal
Phase 2, Design Services Amendment #1

Dear Walter Sanchez:
Song + Associates respectfully submits this proposal for services to develop a site survey.
The following Additional Scope of Services describes the general tasks to be performed for each of the design components listed:

I. ADDITIONAL SCOPE OF SERVICES

Item 1: ALTA SURVEY (Topographic and Tree Survey)

Prepare a Topographic & Tree Survey pursuant to Chapter 5J-17.050(12), Florida Administrative Code, of a portion of the sites identified by Parcel Control Numbers: 70-43-44-18-38-002-0000 and 70-43-44-18-38- 001-0010..

Item 2: Ground Penetrating Radar SURVEY (Utility Locates Survey)

Research existing utility as-builts and use ground penetrating radar (GPR) and electromagnetic locating to determine where the underground utilities are within the scope area and show them on survey.

II. PROFESSIONAL FEES

The proposed net change to our contract amount will be as follows:

Current Approved Contract Amount	$	69,400.00
Additional Service Fee Amendment #1	$	**+17,200.00**
Proposed Revised Contract Amount	**$**	**86,600.00**

Song + Associates will await a Consultant Service Agreement (CSA) as prepared by the Village.
We appreciate this opportunity and look forward to continuing to serve the Village of Palm Springs.

Sincerely,

Sebastian Velazquez Feliu,
Project Manager
cc: Jill Lanigan, S+A, Jo Ann Brent, S+A, Robert Carstovinci, S+A

From: Walter Sanchez
To: Tom A. Ceccarelli
Subject: FW: PD Agreement Amendment
Date: Wednesday, December 15, 2021 7:46:48 AM

Tom,

Mike is good with this. Below is a narrative by Song to explain the reason for this change. You can go ahead and include it for January's council meeting.

Regards,

Walt Sanchez
Public Service Project Manager
226 Cypress Lane | Palm Springs, Florida 33461
Office: 561.584.8200 xt. 8713 Fax: 561.304.4608
Email: wsanchez@vpsfl.org

From: Sebastian Velazquez Feliu <SVelazquezFeliu@songandassociates.com>
Sent: Tuesday, December 14, 2021 2:29 PM
To: Walter Sanchez <wsanchez@vpsfl.org>
Cc: Jill Lanigan <jlanigan@songandassociates.com>; Robert Castrovinci <rcastrovinci@songandassociates.com>; Youn Lee <ylee@songandassociates.com>
Subject: RE: PD Agreement Amendment

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.

Good afternoon Walt

The primary purpose for expediting the survey and GPR effort is to weed out any unforeseen site conditions as soon as possible. Now that we understand how this building expansion will probably take shape, it will go a long way to validate some of our initial assumptions with accurate survey and GPR data.

Obviously, the earlier we perform this task, the better.

Speaking with Jill and the team, we realized that, in order to keep the ball rolling, we could (with your approval) approach the council on January 13th with our Phase 3 proposal. This way, we would not stop production design between phases as all the negotiations get addressed.

This will also help expedite the survey and GPR efforts if they do not get cleared/approved as an amendment for this Phase. And would be integral to phase 3's approval on January 13th.

Let us know what you think
Regards,

Sebastian Velazquez Feliu
Project Manager

Song + Associates, Inc.
Architecture • Planning • Interior Design

1545 Centrepark Drive North
West Palm Beach, Florida 33401

C: 787.244.5685 O: 561.655.2423 F: 561.655.1482
E: SVelazquezFeliu@songandassociates.com

www.songandassociates.com

From: Walter Sanchez <wsanchez@vpsfl.org>
Sent: Tuesday, December 14, 2021 1:51 PM
To: Sebastian Velazquez Feliu <SVelazquezFeliu@songandassociates.com>
Subject: PD Agreement Amendment

Sebastian,

I am meeting with the Village Manager in a few. Can you send me the explanation regarding the reason behind the agreement amendment for this phase of the project so I can discuss with him?

Thanks,

Walt Sanchez
Public Service Project Manager
226 Cypress Lane | Palm Springs, Florida 33461
Office: 561.584.8200 xt. 8713 Fax: 561.304.4608
Email: wsanchez@vpsfl.org

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

** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE VILLAGE OF PALM SPRINGS FLORIDA

www.vpsfl.org

VILLAGE OF PALM SPRINGS
PRELIMINARY CAPITAL IMPROVEMENT PROJECT DETAIL

TASK # 269

Project Name: Police Department Building Expansion
Department: Police
Location: 230 Cypress Lane

Project Manager: Chief Ceccarelli
Date Requested:
Date Approved:

DESCRIPTION / JUSTIFICATION:

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Land/Easement Acquisition							$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							$ 0.00
Architectural Services	29,500.00	85,800.00					$ 115,300.00
Engineering Services	233,000.00						$ 0.00
Construction							$ 0.00
Equipment							$ 0.00
Improvement (utility, lightning)							$ 0.00
Other (Specify)							$ 0.00
TOTAL PROJECT COSTS	$ 29,500.00	$ 85,800.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 115,300.00

SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY							$ 0.00
One Cent Sales Tax Funding	29,500.00	85,800.00					$ 115,300.00
Grant Funding:							
CDBG							$ 0.00
FRDAP							$ 0.00
PBC							$ 0.00
Other (Specify)							$ 0.00
W/S Enterprise Fund Revenues							$ 0.00
Stormwater Fund Revenues							$ 0.00
Undetermined							$ 0.00
TOTAL PROJECT REVENUE	$ 29,500.00	$ 85,800.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 115,300.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	**$ 0.00**

Thomas Ceccarelli

Digitally signed by Thomas Ceccarelli
Date: 2020.01.02 08:55:46 -05'00'

Department Head

Village Manager

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Public Service

ITEM 6.9: Approve Florida Mango Road Utility Relocation Project (Edgewater Drive to Barbados Road) Award (Task Order No. 294) - Invitation to Bid (ITB) - Public Service Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - TCLM Enterprise, Inc.

SUMMARY: Palm Beach County has identified a need to perform stormwater, sidewalk, and roadway improvements along Florida Mango Rd between Edgewater Drive and Barbados Road. The proposed improvements will require the Village of Palm Springs to remove and relocate an existing 8" water main and a 24" force main that currently runs along the west side of Florida Mango along the right-of-way that will be in conflict with the proposed new storm water system.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB) on November 11, 2021, for the relocation of Village utilities within the Florida Mango right-of-way. This process was completed by the Village through a competitive selection process - Florida Mango Road Utility Relocation (From N. Edgewater Drive to South of Barbados Road) (ITB No. 2022B-001 - November 11, 2021).

Within the Fiscal Year 2022 Budget - Water & Sewer Enterprise Fund, the Village Council approved $817,880.00 for the Fla Mango Road (Edgewater to Barbados) project. As a result of the Village's ITB, the following five (5) bid proposals were received:

Vendor	**Total Bid**
TCLM Enterprise, Inc.	$ 889,355.35
Southern Underground Industries, Inc	$ 1,071,164.00
Hinterland Group Inc.	$ 1,189,990.00
David Mancini & Sons, Inc	$ 1,357,376.50
Foster Marine Contractors, Inc.	$ 1,803,200.00

After review of the five (5) bids received, the Interim Public Service Director, the Public Service Project Manager, the Public Service Administrator, the Village Attorney and the Village's contracted engineer, The Wantman Group, Inc., determined that TCLM Enterprise, Inc. provided the lowest, responsible, and responsive bid. As a result, staff is requesting the Council to approve Task Order #294 in the amount of $889,355.35 to TCLM Enterprise, Inc.

Note: The Village Council has approved funding ($817,880) within the FY 2022 Budget - Water & Sewer Enterprise Fund to support this project. Although the full cost for this project was not included within the FY 2022 Budget - Water & Sewer Enterprise Fund due to substantial increases in construction costs from the time the Village's budget was approved, funding to support the proposed Florida Mango Road Utility Relocation (Edgewater Drive to Barbados Road) project is available within the Water & Sewer Fund. An internal budget transfer or amendment to support this proposed cost above the budgeted amount will be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

If approved, the Village would accept TCLM Enterprise's pricing including all terms, conditions and pricing as submitted within their ITB proposal and proposed agreement. 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.

If approved, the project is expected to take approximately 180 days (July 2022) to complete following the Notice to Proceed from the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Interim Public Service Director, the Public Service Project Manager, the Public Service Administrator, and the Finance Director.

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

FISCAL IMPACT:

Funding to support the Florida Mango Road Utility Relocation (Edgewater to Barbados) project (Task Order No. 294) is available within the FY 2022 - Water & Sewer Enterprise Fund:

Allocated/Estimated Project Funding:	***Amount***
FY 2021 Actual Funding - Water & Sewer Enterprise Fund:	$ 44,523.70
FY 2022 Approved Funding - Water & Sewer Enterprise Fund:	$ 817,880.00
FY 2022 Requested Additional Funding - Water & Sewer Enterprise Fund:	$ 101,476.65
TOTAL ALLOCATED/APPROVED BUDGET	**$ 963,880.35**
Expected Project Costs:	***Amount***
FY 2021 Project Cost - Design & Engineering - Water & Sewer Fund:	$ 40,308.70
FY 2021 Project Cost - Permits - Water & Sewer Fund:	$ 4,215.00
FY 2022 Project Cost - Design & Engineering - Water & Sewer Fund:	$ 29,601.30
FY 2022 Project Cost - Permits - Water & Sewer Fund:	$ 400.00

FY 2022 Project Cost - Projected Construction - Water & Sewer Fund:	$ 889,355.35
TOTAL PROJECT COSTS	**$ 963,880.35**

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.

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

ATTACHMENTS:

Proposed Agreement - TCLM Enterprise, Inc.
Bid Proposal - TCLM Enterprise, Inc.
Invitation to Bid - ITB #2022B-001
Bid Tabulation - ITB #2022B-001
Bid Specifications - ITB #2022B-001
Bid Plans - ITB #2022B-001
Recommendation of Award - ITB #2022B-001
Addendum No. 1 - ITB #2022B-001
Addendum No. 2 - ITB #2022B-001
FY 2022 CIP Form - Florida Mango Road Utility Relocation Project (Edgewater Drive to Barbados Road)

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and TCLM Enterprise, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Florida Mango Road Utility Relocation project between Edgewater Drive and Barbados Road***

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by WGI.

3.02 The Owner has retained WGI ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **150** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ **500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ **200.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Conditions	LS	1	25,300.00	25,300.00
2	Mobilization	LS	1	6,600.00	6,600.00
3	Maintenance of Traffic	LS	1	14,000.00	14,000.00
4	Aerial Crossing	LS	1	100,950.00	100,950.00
5	Remove Existing 8" WM	LF	2000	27.40	54,800.00
6	Connect T Existing 8" WM	EA	6	2,295.00	13,770.00
7	8" PVC WM	LF	2085	39.00	81,315.00
8	8" DIP WM	LF	55	222.25	12,223.75
9	8" DIP 45 Degree Fittings for WM	EA	30	633.00	18,990.00
10	8" DIP 90 Degree Fittings for WM	EA	1	606.00	606.00
11	8"x 8" Tee for WM	EA	7	838.00	5,866.00
12	8" Gate Valve for WM	EA	10	1,950.00	19,500.00
13	8" Cap Water Main	EA	1	387.00	387.00
14	2" Air Release Valve for WM	EA	1	6,075.00	6,075.00
15	Sample Points	EA	3	471.00	1,413.00
16	Remove Existing 24" FM	LF	118	12.70	1,498.60
17	Remove Existing 16" FM	LF	45	12.70	571.50
18	Remove Existing 10" FM	LF	35	12.70	444.50
19	Connect to Existing 24" FM	EA	1	6,700.00	6,700.00
20	24" PVC FM	LF	145	400.00	58,000.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
21	24” DIP FM	LF	43	1,370.00	58,910.00
22	24” DIP 45 Degree Fitting for FM	EA	10	5,770.00	57,700.00
23	24” x 16” Reducer for FM	EA	1	4,200.00	4,200.00
24	24” Gate Valve for FM	EA	1	20,082.00	20,082.00
25	16” PVC FM	LF	52	168.00	8,736.00
26	16” 45 Degree Fitting for FM	EA	2	2,820.00	5,640.00
27	16” x 10” Reducer for FM	EA	1	2,325.00	2,325.00
28	16” Gate Valve for FM	EA	1	7,040.00	7,040.00
29	10” PVC FM	LF	22	101.00	2,222.00
30	10” DIP 45 Degree Fitting for FM	EA	2	1,550.00	3,100.00
31	2” Aire Release Valve for FM	EA	1	6,400.00	6,400.00
32	Flowable Fill	CY	3	470.00	1,410.00
33	2" Poly Water Services	EA	15	1,467.00	22,005.00
34	Asphalt Conc. Friction Course (1.0") (Fc-9.5)	SF	18,350	3.20	58,720.00
35	Superpave Asphalt Conc. (1.5") (Sp-9.5)	SF	18,350	2.50	45,875.00
36	Conc Sidewalk 4” (Allowance)	SY	1,200	55.00	66,000.00
37	Conc Sidewalk/Driveways 6” (Allowance)	SY	700	65.00	45,500.00
38	Testing and Survey	LS	1	10,980.00	10,980.00
39	As-bults	LS	1	3,500.00	3,500.00
Total of All Unit Price Bid Items					$859,355.35

Lump Sum Contingency Allowance	$ 30,000.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. Total of Lump Sum Amount, Unit Price Work, and Contingency (subject to final Unit Price adjustment) $ **889,355.35** .

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *1* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 16, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).
   b. ___ (pages ___ to ___, inclusive).
   c. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 72, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 20 sheets with the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. None.
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. 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.

B. 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.

C. 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.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

2. 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.

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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

4. 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 CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer Liability:	
	Bodily injury, each accident	$1,000,000
	Bodily injury by disease, each employee	$500,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000

d. Each Occurrence $1,000,000
(Bodily Injury and Property Damage)

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:
Each Person $500,000
Each Accident $1,000,000
b. Property Damage:
Each Incident $1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a. Excess or Umbrella Liability
1) General Aggregate $5,000,000
2) Each Occurrence $1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a. Contractor's Pollution Liability
1) General Aggregate $2,000,000
2) Each Occurrence $1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

a. Village of Palm Springs

10.12 *Public Construction Bond*

A. 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.

B. 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.

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

a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

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

10.18 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

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

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

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

10.24 *Scrutinized Companies*

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized

Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 *E-Verify*

A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. 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;

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

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

4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;

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

6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a 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 THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

VILLAGE:	CONTRACTOR:
By: _____	By: _____
Title: Mayor	Title: _____
	(Seal)
Attest: _____	Attest: _____
Title: Village Clerk	Title: Notary Public
Approved as to Form: _____	
Title: Village Attorney	
Address for giving notices:	Address for giving notices:
226 Cypress Lane	_____
Palm Springs FL, 33461	_____
_____	_____
	License No.: _____ *(where applicable)*

DRAWING SHEET INDEX

CIVIL ENGINEERING SHEET LIST	
Sheet Number	*Sheet Title*
C001	*COVER*
C002	*GENERAL NOTES*
C003	*SUMMARY OF PAY ITEMS*
CU100	*UTILITY PLAN AND PROFILE*
CU101	*UTILITY PLAN AND PROFILE*
CU102	*UTILITY PLAN AND PROFILE*
CU103	*UTILITY PLAN AND PROFILE*
CU104	*CANAL CROSSING DETAIL*
CU105	*UTILITY LOCATION SHEET*
C700	*WASTEWATER DETAILS*
C701	*WASTEWATER DETAILS*
C800	*WATER DETAILS*
C801	*WATER DETAILS*
C802	*WATER DETAILS*
STRUCTURAL ENGINEERING SHEET LIST	
Sheet Number	*Sheet Title*
S0.1	*GENERAL NOTES*
S1.0	*PLAN*
S1.1	*ELEVATION*
S2.0	*PILE CAP DETAIL*
S2.1	*FAN GUARD FRONT DETAIL*
S2.2	*FAN GUARD SIDE DETAIL*

SECTION 00400

BID SUBMISSION CHECKLIST

ORIGINAL

Project Name: Florida Mango Road Utility Relocation (From N. of Edgewater Drive to South of Barbados Road

Bid Number: 2022B-001

Bidders Name: TCLM Enterprise, Inc.

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

1. ✓ __ Completed Section 00400 - Bid Submission Checklist
2. ✓ __ Completed Section 00410 - Bid Form
3. ✓ __ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ✓ __ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ✓ __ Completed Section 00440 - Florida Trench Safety Act Certification
6. ✓ __ Completed Section 00451 - Qualifications Statement
7. ✓ __ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ✓ __ Completed Section 00453 - Non-Collusive Affidavit
9. ✓ __ Completed Section 00454 - Drug-Free Workplace Certificate
10. ✓ __ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ✓ __ Completed Section 00456 – Scrutinized Companies
12. ✓ __ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
13. ✓ __ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
14. ✓ __ Signed copy of all Addenda.

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

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

END OF SECTION

TCLM Enterprise, Inc.

BID FORM

ARTICLE 1 – BID RECIPIENT`

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum, Date
1	12/8/21
2	12/13/21

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

TCLM Enterprise, Inc.

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

TCM Enterprise, Inc.

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Conditions	LS	1	25,300.00	25,300.00
2	Mobilization	LS	1	6,600.00	6,600.00
3	Maintenance of Traffic	LS	1	14,000.00	14,000.00
4	Aerial Crossing	LS	1	100,950.00	100,950.00
5	Remove Existing 8" WM	LF	2000	27.40	54,800.00
6	Connect T Existing 8" WM	EA	6	2,295.00	13,770.00
7	8" PVC WM	LF	2085	39.00	81,315.00
8	8" DIP WM	LF	55	222.25	12,223.75
9	8" DIP 45 Degree Fittings for WM	EA	30	633.00	18,990.00
10	8" DIP 90 Degree Fittings for WM	EA	1	606.00	606.00
11	8"x 8" Tee for WM	EA	7	838.00	5,866.00
12	8" Gate Valve for WM	EA	10	1,950.00	19,500.00
13	8" Cap Water Main	EA	1	387.00	387.00
14	2" Air Release Valve for WM	EA	1	6,075.00	6,075.00
15	Sample Points	EA	3	471.00	1,413.00
16	Remove Existing 24" FM	LF	118	12.70	1,498.60
17	Remove Existing 16" FM	LF	45	12.70	571.50
18	Remove Existing 10" FM	LF	35	12.70	444.50
19	Connect to Existing 24" FM	EA	1	6,700.00	6,700.00
20	24" PVC FM	LF	145	400.00	58,000.00
21	24" DIP FM	LF	43	1,370.00	58,910.00
22	24" DIP 45 Degree Fitting for FM	EA	10	5,770.00	57,700.00
23	24" x 16" Reducer for FM	EA	1	4,200.00	4,200.00
24	24" Gate Valve for FM	EA	1	20,082.00	20,082.00
25	16" PVC FM	LF	52	168.00	8,736.00
26	16" 45 Degree Fitting for FM	EA	2	2,820.00	5,640.00
27	16" x 10" Reducer for FM	EA	1	2,325.00	2,325.00
28	16" Gate Valve for FM	EA	1	7,040.00	7,040.00
29	10" PVC FM	LF	22	101.00	2,222.00
30	10" DIP 45 Degree Fitting for FM	EA	2	1,550.00	3,100.00
31	2" Aire Release Valve for FM	EA	1	6,400.00	6,400.00
32	Flowable Fill	CY	3	470.00	1,410.00
33	2" Poly Water Services	EA	15	1,467.00	22,005.00
34	Asphalt Conc. Friction Course (1.0") (Fc-9.5)	SF	18,350	3.20	58,720.00
35	Superpave Asphalt Conc. (1.5") (Sp-9.5)	SF	18,350	2.50	45,875.00
36	Conc Sidewalk 4" (Allowance)	SY	1,200	55.00	66,000.00
37	Conc Sidewalk/Driveways 6" (Allowance)	SY	700	65.00	45,500.00
38	Testing and Survey	LS	1	10,980.00	10,980.00
39	As-bults	LS	1	3,500.00	3,500.00
Total of All Unit Price Bid Items					$ 859,355.35

TCLM Enterprise, Inc.

Lump Sum Contingency Allowance	$ 30,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 889,355.35

Eight hundred eightynine thousand, three hundred fifty five dollars and thirty five cents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **150** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CGC046458 **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

TCLM Enterprise, Inc.

By:
[Signature] Pres.

[Printed name] Christina Love Basile, President

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

Attest:
[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

13720 Hamlin Blvd.
West Palm Beach, FL. 33412

Telephone Number: 561-248-1470

Fax Number: 561-753-2205

Contact Name and e-mail address: Christina Basile
tclm.tina@gmail.com

Bidder's License No.: CGC046458
(where applicable)

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

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*: TCLM Enterprise, Inc.
13720 Hamlin Blvd.
West Palm Beach, FL 33412

SURETY *(Name, and Address of Principal Place of Business)*: Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 300
Jersey City, NJ 07311 - 1107

OWNER *(Name and Address)*: Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

BID

Bid Due Date: 12/14/2021

Description *(Project Name— Include Location)*: Florida Mango Road Utility Relocation

BOND

Bond Number: N/A

Date: 12/14/2021

Penal sum Five Percent of Amount Bid $ 5% of Amount Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
TCLM Enterprise, Inc. (Seal)	Arch Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Christina Basile	Jarrett Merlucci
Print Name	Print Name
President	Attorney In Fact
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title Dania Banks Witness

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL
Charles D. Nielson, Charles J. Nielson, David R. Hoover and Jarrett Merlucci of Miami Lakes, FL (EACH)
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars ($90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **22nd day of October, 2021**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168822

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated October 22, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **14th day of December, 2021**.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1)	Anzac Contractors, Inc 7475 SW 50th Terr. Miami, 33155	Aerial Crossing
(2)	Best-Tec abatement 630 Industrial Ave Ste B, Boy Rtn, FL 33426	A/C Pipe disposal
(3)		
(4)		
(5)		
(6)		
(7)		

BIDDER: TCLM Enterprise, Inc.

By: [signature]

Name: Christina Basile

Title: President.

Date: 12/14/2021

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ 7000.
2. Special Shoring	$ N/A

Identify method of compliance for Item #1: Slope

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: TCLM Enterprise, Inc.

By: [signature]

Name: Christina Basile

Title: Pres.

Sworn to and subscribed before me this 14th day of Dec., 2021.

[signature]
Notary Public

THOMAS E RICHARDSON
State of Florida-Notary Public
Commission # GG 186206
My Commission Expires
February 27, 2022

My Commission Expires:

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: TCLM Enterprise, Inc.

   Address: 13720 Hamlin Blvd.
   West Palm Beach, Fl. 33412

2. **SUBMITTED TO:** Village of Palm Springs

3. **SUBMITTED FOR:**

   Owner: Village of Palm Springs

   Project Name: Florida Mango Road Utility Relocation
   (From N. of Edgewater Dr. to S. of Barbados Rd)

   TYPE OF WORK: Underground Utilities

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Mario Basile

   Title: VP

   Phone: 561-722-6390

   Email: tclm.mario@gmail.com

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5. **AFFILIATED COMPANIES:**

Name: _____

Address: _____

_____

_____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☒ CORPORATION

State of Organization: Florida

Date of Organization: 9/9/2010

Executive Officers:

- President: Christina Basile
- Vice President(s): Mario Basile
- Treasurer: _____
- Secretary: Thomas Richardson

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

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7. **LICENSING**

Jurisdiction: Florida

Type of License: GC

License Number: CGC046458

Jurisdiction: _____

Type of License: _____

License Number: _____

8. **CERTIFICATIONS** CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: Palm Beach County

Other (_____): _____

9. **BONDING INFORMATION**

Bonding Company: Nielson + Hoover

Address: _____

Bonding Agent: Jarrett Merlucci

Address: 15050 NW 79th Ct. Suite 200
Miami Lakes, FL. 33016

Contact Name: Jarrett Merlucci

Phone: 954-232-4423

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

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NIELSON, HOOVER & COMPANY

ACRISURE AGENCY PARTNER

December 20, 2021

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

RE: Principal: TCLM Enterprise, Inc.
Project: Florida Mango Road Utility Relocation

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for TCLM Enterprise, Inc. Their Surety is Arch Insurance Company, which carries an A.M. Best Rating of A+ XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for the above captioned project. We obviously reserve the right to review the final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

TCLM Enterprise, Inc. is an excellent contractor and we hold them in high regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

Sincerely,

Jarrett Merlucci
Attorney In Fact

15050 NW 79th Court
Suite 200
Miami Lakes, FL 33016
P: 305.722.2663
F: 305.558.9650
W: nielsonbonds.com

7. LICENSING

Jurisdiction: Florida

Type of License: GC

License Number: CGC046458

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: Palm Beach County

Other (----------): _____

9. BONDING INFORMATION

Bonding Company: Nielsen-Hooks

Address: 15050 NW 79th Court, Suite 200

Miami Lakes, Florida 33016

Bonding Agent: Jarrett Merluci

Address: 15050 NW 79th Ct. Suite 200

Miami Lakes FL 33014

Contact Name: Jarrett Merluci

Phone: 954-232-0423

Aggregate Bonding Capacity: $ 3,000,000

$1,500,000 for single size projects and

Available Bonding Capacity as of date of this submittal: $3,000,000 total aggregate

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*NOTE: AN AFFIDAVIT WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE *VILLAGE* WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE 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 CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: PNC

Address: 7020 Seminole Pratt Whitney Rd.
Loxahatchee, FL. 33470

Account Manager: Sherri Ann Lopez

Phone: 561-422-1818

THE *VILLAGE* RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Mario Basile

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. NONE

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. NONE

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2022	EMR	.84 est
YEAR	2021	EMR	.88
YEAR	2020	EMR	.86
YEAR	2019	EMR	.89
YEAR	2018	EMR	.89

Total Recordable Frequency Rate (TRFR) for the last 5 years:

N/A

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	2021	TOTAL NUMBER OF MAN-HOURS	16,700.
YEAR	2020	TOTAL NUMBER OF MAN-HOURS	15,000
YEAR	2019	TOTAL NUMBER OF MAN-HOURS	13,000
YEAR	2018	TOTAL NUMBER OF MAN-HOURS	12,500
YEAR	2017	TOTAL NUMBER OF MAN-HOURS	11,700

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

Requested

YEAR	2021	DART	Ø
YEAR	2020	DART	Ø
YEAR	2019	DART	Ø
YEAR	2018	DART	Ø
YEAR	2017	DART	Ø

13. EQUIPMENT: See Attached

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: TCLM Enterprise Inc.

BY: [signature]

TITLE: President

DATED: 12/14/2021

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 14th DAY OF Dec., 2021

NOTARY PUBLIC - STATE OF [signature]

MY COMMISSION EXPIRES: [signature]

THOMAS E RICHARDSON
State of Florida-Notary Public
Commission # GG 186206
My Commission Expires
February 27, 2022

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

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CURRENT EXPERIENCE Please see attached SCHEDULE A TCLM Enterprise, Inc

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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Project	Palmetto Park
Owner/Contractor	PBC / Hardrives
Engineer	
Original Contract Amt	$763,697.00
Date to Begin	1/1/2022
Date of Completion	
Scope of Work	Water & Drainage

Project	Arden Pod G, I & J
Owner/Contractor	PBC/ Centerline
Engineer	
Original Contract Amt	$675,215.60
Date to Begin	8/6/2021
Date of Completion	
Scope of Work	Underground water & drainage

Project	Belvedere Heights Phase 2
Owner/Contractor	Centerline
Engineer	
Original Contract Amt	$404,007.31
Date to Begin	10/1/2021
Date of Completion	
Scope of Work	Drainage WM

Project	Barfield Highway
Owner/Contractor	Johnson & Davis
Engineer	
Original Contract Amt	$115,977.60
Date to Begin	9/28/2021
Date of Completion	
Scope of Work	Drainage

Project	Christ Fellowship
Owner/Contractor	Pipeline
Engineer	
Original Contract Amt	$278,242.70
Date to Begin	12/13/2021
Date of Completion	
Scope of Work	Drainage, Water, Sanitary sewer

Project	Fla Mango
Owner/Contractor	Ranger Construction
Engineer	
Original Contract Amt	$453,878.25
Date to Begin	2/1/2022
Date of Completion	

Scope of Work Drainage

Project
Owner/Contractor
Engineer
Original Contract Amt
Date to Begin
Date of Completion
Scope of Work

Please see attached

SCHEDULE B

TCLM Enterprise, Inc.

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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Please see attached

SCHEDULE B

TCM Enterprise, Inc.

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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Project	Place of Hope (Rinker Campus)
Owner/Contractor	Pipeline Utilities 3610 Fiscal Court Riviera Beach, Florida 33404 (561)842-8833 Gary Ducote
Engineer	Simmons & White 2581 Metro Centre Blvd W #3 W.P.B., Florida 33407 (561)478-7848
Original Contract Amt.	$152,000.00
Final Contract Amt.	$158,495.40
Date of Completion	April 9, 2018 Project was completed within the allowed contract time
Scope of Work	Drainage,Sanitary Sewer, Force Main, Water & Fire Main Grout filling of existing drainage for PBC Water 7Roads Utilities

Project	Torino Lake
Owner	Pipeline Utilities, 3610 Fiscal Court Riviera Beach, Florida 33404 (561)842-8833 Gary Ducote
Engineer	MPV 1835 20th St. Vero Beach, Florida 32960 (772)569-0035
Original Contract Amt.	$195,283.60
Final Contract Amt.	$211,283.60
Date of Completion	March 22, 2018 Project was completed within the allowed contract time
Scope of Work	Gravity Sewer, Force Main & Water

Project	Hammocks Phase 2
Owner/Contractor	Centerline Utilities 2180 SW Poma Drive Palm City, Fl 34990 (561)689-3917 Brian Shaw
Engineer	Simmons & White 2581 Metro Centre Blvd W #3 W.P.B., Florida 33407 (561)478-7848
Original Contract Amt.	$314,243.02
Final Contract Amt.	$330,826.97
Date of Completion	9/25/2018 Project was completed within the allowed contract time
Scope of Work	Sanitary Sewer, Storm Drain,Water Main & Reclaimed Water

Project/Contractor	Cobblestone
Owner	Centerline Utilities 2180 SW Poma Drive Palm City, Fl 34990 (561)689-3917 Brian Shaw
Engineer	Simmons & White 2581 Metro Centre Blvd W #3 W.P.B., Florida 33407 (561)478-7848
Original Contract Amt.	$221,209.40
Final Contract Amt.	$323,064.35
Date of Completion	11/23/2018 Project was completed within the allowed contract time.
Scope of Work	Sanitary Sewer, Storm Drain Water Main & Fire Line Conduits For PBC Water & Roads utilities

Project	Alton Neighborhood Phase 1
Owner/Contractor	Pipeline Utilities, 3610 Fiscal Court Riviera Beach, Florida 33404 (561)842-8833 Gary Ducote
Original Contract Amt.	$40,357.75
Final Contract Amt.	$49,807.75
Date of Completion	9/25/2018 Project was completed within the allowed contract time
Scope of Work	Water
Project	Alton G1B
Owner	Pipeline Utilities, 3610 Fiscal Court Riviera Beach, Florida 33404 (561)842-8833 Gary Ducote
Original Contract Amt.	$64,855.80
Final Contract Amt.	$72,415.80
Date of Completion	10/25/2018 Project was completed within the allowed contract time.
Scope of Work	Drainage & Sewer Laterals
Project	Alton E&F
Owner	Pipeline Utilities, 3610 Fiscal Court Riviera Beach, Florida 33404 (561)842-8833 Gary Ducote
Original Contract Amt.	$76,275.00
Final Contract Amt.	$87,275.00
Date of Completion	11/28/2018 Project was completed within the allowed contract time.
Scope of Work	Yard Drains, Drainage & Sanitary Sewer

Project	UTC Intelligent Building
Owner	UTC 13995 Pasteur Blvd Palm Beach Gardens, Fl 33418 (561)365-1035 Alex Garcia
Engineer	Jones Edmunds 3910 S Washington Ave. #210 Titusville, Fl. 32780 (321)269-2950
Original Contract Amt.	$60,147.00

Final Contract Amt.	$64,437.00
Date of Completion	1/15/2019
	Project was completed within the allowed contract time.
Scope of Work	Drainage, Sidewalks, Yard drains Tie into existing structures

Project	Place of Hope Outreach Center
Owner	Pipeline Utilities,
	3610 Fiscal Court Riviera Beach, Florida 33404
	(561)842-8833 Gary Ducote
Engineer	Simmons & White
	2581 Metro Centre Blvd W #3 W.P.B., Florida 33407
	(561)478-7848
Original Contract Amt.	$165,000.00
Final Contract Amt.	$173,760.08
Date of Completion	12/20/2018
	Project was completed within the allowed contract time
Scope of Work	Earth work & Sediment Control, Drainage, Sanitary & Water System
	& Grouting Existing 12" water line for PBC Roads

Project	Ancient Tree
Owner	Pipeline Utilities, 3610 Fiscal Court Riviera Beach, Florida 33404 (561)842-8833 Gary Ducote
Engineer	Ballbe' 2737 NE 30th Place Ft Lauderdale, Florida 33306 (954)491-7811
Original Contract Amt.	$33,635.50
Final Contract Amt.	$84,891.05
Date of Completion	additional work given 8/19/2019 Project was completed within the allowed contract time.
Scope of Work	Force Main, Water for PB County Water Utilities

Project	4461 Medical Center Way
Owner	Omnicrom Deveopment, LLc 1395 Brickell Ave Suite 900 Miami, Florida 33131 (5610617-3399 Douglas Green
Engineer	Stormwater J 1855 Indian Road #202 West Palm Beach, Florida 33409 (561) 242-0028 Joseph Kesivar
Original Contract Amt.	$50,784.20
Final Contract Amt.	$50,784.20
Date of Completion	3/1/2019 Project was completed within the allowed contract
Scope of Work	Fire line, Water Main & Parking lot asphalt repairs

Project	900 54th Street
Owner	Omnicrom Deveopment, LLc 1395 Brickell Ave Suite 900 Miami, Florida 33131 (5610617-3399 Douglas Green
Engineer	Stormwater J 1855 Indian Road #202 West Palm Beach, Florida 33409 (561) 242-0028 Joseph Kesivar
Original Contract Amt.	$109,947.00
Final Contract Amt.	$94,547.00 saved money for owner
Date of Completion	4/26/2019 Project was completed within the allowed contract time.
Scope of Work	Fire Line Water Main & Parking lot asphalt repairs

Project	St John Heritage Parkway City of Palm Bay
Owner	Community Asphalt Corporation 9675 NW 117th Ave. Suite 108 Miami, Florida 33178 (786)418-3561
Engineer	BSE Consultants 312 South Harbor City Blvd. Suite 4 Melbourne, Florida 32901 (321)725-3674
Original Contract Amt.	$117,568.00
Date of Completion	4/17/2019 Project was completed within the allowed contract time.

Project	180th & Thelma
Owner	Belvedere Contracting 1003 Jupiter Park Lane #5 Jupiter, Florida 33458 (561)719-3436 Brian Carver
Engineer	
Original Contract Amt.	$117,568.00
Date of Completion	4/18/2019 Project was completed within the allowed contract time
Scope of Work	Conduits & Water & sewer casing pipe

Project	Arden Arden Pod C South
Owner	Centerline Utilities 2180 SW Poma Dive Palm City, Florida 34990 (561)689-3917 Brian Shaw
Engineer	Michael B Schorah 1850 Forest Hill Blvd Suite 206 West Palm Beach, Florida 33406 (561)968-0080
Original Contract Amt.	$61,600.00
Date to Begin	4/11/2019
Date of Completion	5/17/2019 project completed on time
Scope of Work	Water, & Sewer Repairs for PBC Water Utility & Roads

Project	Cypress lane Improvements
Owner	Village of Palm Springs 226 Cypress Lane Palm Springs, Florida 33461 (561)641-3419
Engineer	Engenuity Group Inc. 1280 North Congress Ave. Suite 101 W.P.B. Fl. 33409 (561)655-1151 Richard Brown
Original Contract Amt.	$208,457.00
Date to Begin	4/23/2019
Date of Completion	8/19/2019 project completed within contract time
Scope of Work	Drainage, Water Improvements Grout inplace & removal of A/C Water line

Project	Golden Gate
Owner/Contractor	Martin County/ Belvedere Contracting 1003 Jupiter Park Dr. #5 Jupiter, Fl. 33458 561-747-6637
Engineer	Bowman Consultating Group 301 SE Ocean Blvd # 301 Stuart, Fl. 34994 772-283-1413
Original Contract Amt	$438,604.95
Date to begin	9/19/2019
Date of Completion	4/3/2020 project completed within contract time
Scope of Work	Drainage Repair & Replacement RCP/ERCP pipe, Catch Basins & Restoration

Project	Frost Lake Outfall Project
Owner/Contractor	Village of Palm Springs 226 Cypress Lane Palm Springs, Fl. 33461 561-641-3419
Engineer	Engenuity Group, Inc. 1280 N. Congress Ave Suite 101 WPB, Fl. 33409 561-655-1151
Original Contract Amt	$79,562.65
Date of Completion	3/23/2020
Scope of Work	Drainage Repair RCP, CMP pipe & restoration

Project	Harbours Edge Parking Improvements
Owner/Contractor	Hardrives, Inc. 2101 S Congress Ave Delray Beach, Fl. 33445
Engineer	
Original Contract Amt	$32,950.25
Date to begin	2/20/2020
Date of Completion	5/6/2020 project completed on time
Scope of Work	Drainage Pipe HDPE, Catch Basins Water gate valves

Project	Alemeda Dr/ Miller Road
Owner/Contractor	Village of Palm Springs 226 Cypress Lane Palm Springs, Fl. 33461 561-641-3419
Engineer	Keshavarz & Assoc. 711 N Dixie Highway Suite 201 WPB, Fl. 33401 561-689-8600 Randy Wertepny
Original Contract Amt	$151,149.46
Date to begin	8/12/2019
Date of Completion	11/21/2019 Alemeda completed Miller had conflicts but completed 9/23/2020
Scope of Work	RCP drainage pipe, Catch Basin & Outfall & Restoration

Project	Tropical Farms
Owner/Contractor	martin County/ Pipeline
Engineer	Bowman 301 SE Ocean Blvd Suite 301 Stuart, Fl. 34994 T 772-283-1413
Original Contract Amt	$401,082.20

Final Contract Amount	$517,102.42
Date to begin	4/17/2020
Scope of Work	Drainage, Forcemain & restoration
Project	Sky Lake
Owner/Contractor	WestLake/Centerline
Engineer	Centerline 2180 SW Poma Dr. Palm City, Fl 561-346-0552
Original Contract Amt	$162,150.78
Date to begin	9/28/2020
Scope of Work	Water Main, Sanitary sewer, Reclaimed Water, Storm Drain
Project	The Groves
Owner/Contractor	WestLake/ Centerline
Engineer	
	$279,083.73
Original Contract Amt	9/22/2020
Date to begin	
Scope of Work	Water Main, Reclaimed water
Project	Indian River Service Center FPL
Owner/Contractor	Pipeline Utilities,Inc
Engineer	3610 Fiscal Court Riviera Beach, Fl 33404
Original Contract Amt	$65,423.50
Date to begin	11/10/2020
Scope of Work	
	drainage, wm
Project	Ocean One
Owner/Contractor	Belvedere Contracting 1003 Jup Park Lane 5 Jupiter Fl 33458
Engineer	
Original Contract Amt	$85,671.00
Date to begin	2/10/2021
Scope of Work	
	Drainage ,water
Project	Fredericks Isles
Owner/Contractor	Belvedere Contracting
Engineer	
Original Contract Amt	$24,000.00
Date to begin	Completed 6/25/2021
Scope of Work	Underground drainage
Project	Boca Dunes
Owner/Contractor	The residences at Boca Dunes/ Centerline
	Centerline 2180 SW Poma Dr. Palm City, Fl 561-346-0552

Engineer	
Original Contract Amt	$173,072.21
Date to Begin	7/13/2020
Scope of Work	Force Main, Water Main & Fire Line
Project	Bridgewater phase 2
Owner/Contractor	Pipeline Utilities,Inc 3610 Fiscal Court Riviera Beach, Fl 33404
Engineer	
Original Contract Amt	$245,906.30
Date to begin	2/6/2021
Scope of Work	drainage, sewer water
Project	Original ection Drainge Improvements Phase 7
Owner/Contractor	City of Greenacrs
Engineer	Craven & Thompson (Zack Gamble)
Original Contract Amt	$213,485.50
Date to begin	6/17/2021
Scope of Work	drainage improvements
Project	Belvedere Heights Phase 1
Owner/Contractor	Centerline
Engineer	
Original Contract Amt	$447,553.86
Date to begin	Completed 10/28/2021
Scope of Work	Water Drainage

Please see attached

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

TCLM Enterprise, Inc

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ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

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Equipment	Serial Number or Vin	Year	Price
F-250 Super Duty Truck	1FTNX20F41ED11467 (2001 Welding	2001	$ 8,000.00
F-350 Super Duty Truck	1FTWW33P74ED17012 (2004 Mario	2004	$ 10,000.00
F-250 Super Duty Truck	1FD7W2A68EEB66204 (2014	2014	$ 14,000.00
F-250 Super Duty Truck	1FD7X2A62FEB90240 (2015 Manny	2015	$ 12,000.00
Mack Dump Truck	1M2B209C14M030215 (2004 DM69S	2004	$ 25,000.00
Honda Rancher 4 wheeler	Mod TRX420FM1L Serial # 1HFTE40K2L4602442	2020	$ 9,000.00
Polaris Ranger XP1000	Vin#4XARRK997M8069941	2021	$ 20,000.00
Hudson Trailer	Hudson Model # HT 18 Vin # 10HHT180471000016	2007	$ 3,500.00
Big Tex Trailer	Model # Big Tex 70CH Vin # 16VCX162882E94641	2005	$ 3,000.00
Eager Beaver Trailer	11245V306WL051297	1998	$ 5,000.00
Pace Box Trailer	4FPFB1014W6026596	1998	$ 2,000.00
Komatsu WA 250 Loader	Model # WA250-5L Serial # A74353	2009	$ 35,000.00
Komatsu PC 228 Backhoe	Model # PC 228 USLC-3 NO Serial # 31573	2007	$ 42,000.00
Komatsu CK 35 Track Loader	Model # CK 35-1 Serial # 940498	2009	$ 25,000.00
Komatsu PC 35 MR3 Backhoe	Model# PC35MR-3 Serial # 15474	2009	$ 6,500.00
Volvo L70 Loader	Model # L70G Serial # VCEDL 70G HOS614543	2014	$ 100,000.00
Volvo Excavator 145EL	Model # ECR145EL Ser #312077	2020	$ 100,000.00
Volvo L45 Compact Loader	Serial# 4123005	2020	$ 120,000.00
Linkbelt Spin Ace 75 Backhoe	Model # XLBX07503NAHEX711X Serial # EAAK1-5213 11699241	2011	$ 30,000.00
Broce Sweeper Laymoor	Model # BB-250B Serial # 304511	2013	$ 13,000.00
Bomag Roller	SN# 101834511232	2019	$ 19,024.01

Ingersoll Rand Roller	Model # SD 40D Serial # 16089/167776	2008	$ 25,000.00
Asphalt Zipper	S/N 109F51010YU021133	2000	$ 5,500.00
12" Thompson Wellpoint Pump	Model # Serial # 12R-DDS	1999	$ 15,000.00
8" Thompson Wellpoint Pump	Model # 93W-DDS-4-913 Serial # W-318	1999	10.000.00
Thompson Jet Pump	Model # 6J-DDS-6-913 Serial # 6J-310	1999	$ 6,000.00
SA 200 E163	A 871686	Welder	$ 2,500.00
MillerMatic 252	LJ090245B	Welder	$ 2,200.00
Thermal Arc		Welder	$ 1,200.00
Norstar T200 AC/DC	11503030013	Welder	$ 1,000.00
Predator Power Plus	M02240A191707D Engine S/N 2003906	Welder	$ 2,400.00
Equipment	Serial Number or Vin		Price
Lincoln LN-25 Pro	11620 U1100406628 (Portable Mig)	Welder	$ 1,250.00
Hypertherm Plasma Cutter G3 Series	1000-059422	Cutter	$ 1,100.00
Uniweld Torch	Model # 7804 (We have 4 Of Them)	Cutter	250.00 EA = 1,000.00
Evolution EV380	K075S 0271	Cutter	$ 980.00
Magnum Generator	833501	Gen	$ 1,500.00
Remline X01	Tool Box	Box	$ 875.00
Daytona Drill Press	944865	1997	$ 580.00
Carolina Shop Hand	21012	Hoist	$ 1,100.00
TS 420 Stihl	TS420 4 of Them	Gas Saw	1,200.00 EA=4,800.00
Box Container	3 Of Them	Box	3.000.00 EA=9,000.00
Equipment	Serial Number or Vin	Year	Price
Spectra Precision Laser	S/N 06195069 Mod LL400	2005	$ 2,300.00
Spectra Precision Laser	S/N 17297678 Mod DG613	2018	$ 4,700.00
Spectra Precision Laser	S/N 17438627 Mod DG613	2018	$ 4,700.00

Stone Plate Compactor	S/N 13111079237	Mod RP850G		$ 5,000.00
Stone Plate Compactor	S/N 431110792374	Mod RP850G		$ 5,000.00
Wacker Plate Compactor	S/N 3783	BPU 3545A		$ 8,000.00
Hot Water Pressure Cleaner	S/N 15010743	Mod 3004-3MGH/3MGV		$ 4,500.00
ICS Concrete Chain Saw	S/N 977	Mod 680GC	2016	$ 2,500.00
Feed Tap Drilling Machine	Mod 59125		2017	$ 2,200.00

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be:

TCLM ENTERPRISE INC.

ARTICLE II PRINCIPAL OFFICE

The principal place of business/mailing address is:

13720 HAMLIN BLVD

WEST PALM BEACH, FLORIDA 33412

ARTICLE III PURPOSE

The purpose for which the corporation is organized is to engage in any activity or business permitted under the laws of the State of Florida.

ARTICLE IV SHARES

The number of shares of stock is:

1,500 COMMON SHARES PAR VALUE $0.01

ARTICLE V INITIAL OFFICERS / DIRECTORS (optional)

The name(s), address(es), and title(s) of the directors and officers is:

PRESIDENT, SECRETARY, TREASURER

CHRISTINA LOVE BASILE

13720 HAMLIN BLVD

WEST PALM BEACH, FLORIDA 33412

VICE-PRESIDENT

MARIO C BASILE

13720 HAMLIN BLVD

WEST PALM BEACH, FLORIDA 33412

ARTICLE VI REGISTERED AGENT

The name and Florida street address of the registered agent is:

CHRISTINA LOVE BASILE

13720 HAMLIN BLVD

WEST PALM BEACH, FLORIDA 33412

ARTICLE VII INCORPORATOR

The name and street address of the incorporator is:

CHRISTINA LOVE BASILE

13720 HAMLIN BLVD

WEST PALM BEACH, FLORIDA 33412

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Christina Love Basile — 9-9-10

CHRISTINA LOVE BASILE / Registered Agent — Date

Christina Love Basile — 9-9-10

CHRISTINA LOVE BASILE / Incorporator — Date

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
1940 North Monroe Street, Tallahassee, FL 32399-0783

FINANCIALLY RESPONSIBLE OFFICER BOND

STATE OF Florida

COUNTY OF Palm Beach

Bond #: HARCO0676840 **Bond Amount: $100,000.00**

Effective Date: August 25, 2020 **Type of Bond:** Financially Responsible Officer Bond

Obligee: Florida Construction Industry Licensing Board

KNOW ALL PERSONS BY THESE PRESENTS, THAT
(Financially Responsible Officer) Christina Love Basile

of (Company Name) TCLM Enterprise, Inc., a company fully authorized to do business in the State of Florida, as Principal, and

(Bond Company) Harco National Insurance Company, a company fully authorized to do business in the State of Florida, as Surety, are held and firmly bound unto the Florida Construction Industry Licensing Board, as Obligee, in Penal Sum of ***One Hundred Thousand Dollars ($100,000.00)*** for the payment of fines and costs pursuant to Rule 61G4-15.021, Florida Administrative Code, well and to truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of this obligation is such that:

WHEREAS, Principal has been appointed the Financially Responsible Officer of
(Company Name) TCLM Enterprise, Inc., a company authorized to conduct business under Chapter 455, Florida Statutes, and

WHEREAS, Principal is required to provide a $100,000 surety bond payable to the Florida Construction Industry Licensing Board for fines and costs pursuant to Rule 61G4-15.0021, Florida Administrative Code;

NOW THEREFORE, if **(Company Name)** TCLM Enterprise, Inc., a company fully authorized to do business in the State of Florida, shall well and truly and faithfully make the payments to the State Treasurer of the State of Florida in his capacity as Treasurer of the Department of Business and Professional Regulation as provided in and as required by any and all laws of the State of Florida Business and Professional Regulation, and shall faithfully and accurately keep its books and records and make reports as in any and all of said laws provided and required, and shall conduct its business in conformity with said laws and rules of the Florida Department of Business and Professional Regulation, and shall well and truly keep and perform each and every requirement in and by said laws and rules provided, then this obligation to be null and void, otherwise to remain in full force and effect.

IT IS FURTHER AGREED AND UNDERSTOOD that the Obligee will retain an electronic record of this bond and power of attorney that will be utilized to make claims against this bond pursuant to Section 668.50, Florida Statutes. The Principal shall retain the original bond for his records. The Surety reserves the right to cancel this bond by sending a notice of cancellation by certified mail 30 days in advance of cancellation to the Executive Director of the Florida Construction Industry Licensing Board, 1940 North Monroe Street, Tallahassee, Florida 32399. However, the Surety's liability shall continue for any indebtedness incurred or accrued during the period of this bond, including the 30-day notice period.

SIGNED this 3 day of August, 2020.

PRINCIPAL: Christina Love Basile, President
Name, Title of Financially Responsible Officer
TCLM Enterprise, Inc.

Financially Responsible Officer Signature

COMPANY: Christina Love Basile, President
Authorized Company Officer Name, Title

Signature Authorized Company Officer

SURETY: Harco National Insurance Company

BY: Robert Barra
Print Name of Attorney-in-fact

Signature Attorney-in-fact
(Attach Power of Attorney)

DBPR CILB 6-A Certified Contractor Qualifying Business (General) 2012 April Incorporated by Rule: 61-35.010

POWER OF ATTORNEY

Bond # HARCO0676840

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ROBERT BARRA

Coral Springs, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. 04-04-2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley
Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 03, 2020

A00812

Irene Martins, Assistant Secretary

CONTINUATION CERTIFICATE

In consideration of premium charged, Harco National Insurance Company
hereby continues in force

Bond Number: HARC00676840

Dated: August 25,2020

in the amount of One Hundred Thousand Dollars

on behalf of Christina Love Basile-TCLM Enterprise, Inc. . , as Principal,

in favor of Florida Construction Industries Licensing Board , for the period

beginning: August 20, 2021

and ending : August 19, 2022

subject to all the terms and conditions of said bond:

Provided that the liability of Harco National Insurance Company
shall not exceed in the aggregated the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

Signed and Sealed this 17 Day of August ,2021

Harco National Insurance Company

By: _____
Robert Barra Attorney In Fact and Florida Resident Agent

Christina Basile

13720 Hamlin Blvd West Palm Beach, Florida 33412 | 561-248-1470 | tclm.tina@gmail.com

Objective

- To run my own business

Education

SOME COLLEGE AND SPECIAL TRAINING IN THE MEDICAL FIELD

| GOLD COAST SCHOOL OF CONSTRUCTION

- Financial Responsibility & Stability in Construction
- 14 hour course completed 2017
- Sunshine 811 ITE Training

Skills & Abilities

MANAGEMENT

- In the past I have successfully ran a summer program with over 13 employees, I have worked in the medical field for over 15 years. And have five children three of which have graduated college and are all successful with their jobs. With 2 children now old enough I felt it was time to pursue my new career.

COMMUNICATION

- I have been speaking with vendors, Insurance, Payroll and various sub- contractors to get this company going.

LEADERSHIP

- I currently coach several youth football teams, I run an adult flag football league and I volunteer at my children's school.
- I'm a mother of five amazing children.

Experience

FRONT OFFICE & BACK OFFICE ASSISTANT | AKA SERVICES | JAN,2017- AUG. 2017

- I began to learn in the office so that I would have the experience needed to run my own company
- I have been successfully building our company from the ground up
- I obtained SBE certification in 2018 & have recertified our company in 2021
- I am currently studying for my underground utility license

Responsibilities

Project set up, initiating and tracking change orders, project billing, executing close out of jobs, initiating and following up on locates, moving equipment ordering supplies needed for jobs, office supply ordering, working with payroll, insurance and vendors.

Mario Basile
13720 Hamlin Blvd
West Palm Beach, Fl 33412

1995 to 2017	Employer	AKA Services, Inc. 1551 Okeechobee Blvd. Loxahatchee, Fl 33470
	Duties	Project Management, and supervision of all construction, earthwork, paving, and utility projects.
2017 to present	Employer	TCLM Enterprise, Inc. 13720 Hamlin Blvd West Palm Beach, Fl 33412
	Duties	Project Management, estimating, and supervision of all construction, earthwork, and utility projects, as well as business management.

Thomas E Richardson

511 Quincy Avenue

Fort Pierce, Fl 34950

1995 to 2017	Employer	AKA Services, Inc. 1551 Okeechobee Blvd. Loxahatchee, Fl 33470
	Duties	Estimating, Project Management, and supervision of construction of all construction, earthwork, paving, and utility projects.
2017 to 2018	Employer	Pipeline Utilities, Inc. 3610 Fiscal Court Riviera Beach, Fl 33404
	Duties	Estimating utility projects.
2018 to Present		TCLM Enterprise, Inc. 13720 Hamlin Blvd West Palm Beach, FL 33412
	Duties	Estimating, project management and supervision of construction projects.

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name TCLM Enterprise, Inc

City West Palm Beach State Florida

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case — SELECT ONLY ONE circle based on the most serious outcome:				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:					
								Remained at Work						(M) Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: TCLM Enterprise, Inc

Street: 13720 Hamlin Blvd

City: West Palm Beach State: Florida Zip: 33412

Industry description (*e.g., Manufacture of motor truck trailers*)

Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 9 0 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 13

Total hours worked by all employees last year: 15,000.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: Pres.

Phone: 561-248-1470 Date: 12/14/2021

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: TCLM Enterprise, Inc

City: West Palm Beach State: Florida

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:					
								Remained at Work						Illness			
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: TCLM Enterprise, Inc

Street: 13720 Hamlin Blvd

City: West Palm Beach State: Florida Zip: 33412

Industry description (*e.g., Manufacture of motor truck trailers*)

Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 9 0 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 12

Total hours worked by all employees last year: 13,000.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: Pres.

Phone: 561-248-1470 Date: 12/14/2021

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: TCLM Enterprise, Inc

City: West Palm Beach State: Florida

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:					
							Remained at Work						Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
												Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: TCLM Enterprise, Inc

Street: 13720 Hamlin Blvd

City: West Palm Beach State: Florida Zip: 33412

Industry description (*e.g., Manufacture of motor truck trailers*)

Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 9 0 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 10

Total hours worked by all employees last year: 12,500.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Title: Pres

Phone: 561-248-1470 Date: 12/14/2021

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 17

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: TCLM Enterprise, Inc

City: West Palm Beach State: Florida

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:						
							Remained at Work						(M) Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 17

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: TCLM Enterprise, Inc

Street: 13720 Hamlin Blvd

City: West Palm Beach State: Florida Zip: 33412

Industry description (*e.g., Manufacture of motor truck trailers*)

Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 9 0 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 8

Total hours worked by all employees last year: 11,700.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: RCO

Phone: 561-248-1470 Date: 12/14/2021

Reset

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 16

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

Reminders:
- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name: TCLM Enterprise, Inc

City: West Palm Beach State: Florida

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:					
								Remained at Work						Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
Reset			___/___ month / day			○	○	○	○	___ days	___ days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 16

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: TCLM Enterprise, Inc

Street: 13720 Hamlin Blvd

City: West Palm Beach State: Florida Zip: 33412

Industry description (*e.g., Manufacture of motor truck trailers*)

Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 8 9 0 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 3

Total hours worked by all employees last year: 950.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: PRES

Phone: 561-248-1470 Date: 12/14/2021

Reset

TCLM Enterprise, Inc

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS
N/A					

(Signed) _____, Pres

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The _____, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Florida Mango Rd. Utility Relocation (From N. of Edgewater Dr. to South of Barbados)," the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Christina Basile, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is President (officer's title) of TCLM Enterprise, Inc. (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____, Pres.

_____

Subscribed and sworn to before me
this 14th day of Dec., 2021

_____
Notary Public

THOMAS E RICHARDSON
State of Florida-Notary Public
Commission # GG 186206
My Commission Expires
February 27, 2022

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that TCLM Enterprises, Inc
(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, 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 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires 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.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature

12/14/2021
Date Signed

State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 14th day of Dec., 2021

Personally known or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

THOMAS E RICHARDSON
State of Florida-Notary Public
Commission # GG 186206
My Commission Expires
February 27, 2022

My Commission Expires

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Christina Basile, who, being by me first duly sworn, made the following statement:

1. The business address of TCLM Enterprise, Inc (firm name of Bidder/Contractor) is 13720 Hamlin Blvd. West Palm Beach, FL. 33412.

2. My relationship to TCLM Enterprise, Inc. (firm name of Bidder/Contractor) is President (relationship such as sole proprietor, partner, president, vice president)

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

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 14th day of DEC, 2021.

_____
Notary Public

THOMAS E RICHARDSON
State of Florida-Notary Public
Commission # GG 186206
My Commission Expires
February 27, 2022

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Christina Basile, on behalf of TCLM Enterprise, Inc. (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 into 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 City for the entire term of the contract, including any and 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 into 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 City for the entire term of the contract, including any and all renewals.

CONTRACTOR:
By: _____
Name: Christina Basile
Title: President
Date: 12/14/21

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 14th day of Dec., 2021, by Christina Basile, who is the Pres. of TCLM Enterprise, Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC _____
Printed Name of Notary _____
My Commission expires:

THOMAS E RICHARDSON
State of Florida-Notary Public
Commission # GG 186206
My Commission Expires
February 27, 2022

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
TCLM ENTERPRISE INC.

Filing Information

Document Number	P10000074280
FEI/EIN Number	27-3454446
Date Filed	09/09/2010
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/03/2019
Event Effective Date	NONE

Principal Address

13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Mailing Address

13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Registered Agent Name & Address

LOVE BASILE, CHRISTINA
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Officer/Director Detail

Name & Address

Title PT

LOVE BASILE, CHRISTINA
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Title VPD

BASILE, MARIO C
13720 HAMLIN BLVD
WEST PALM BEACH, FL 33412

Title S

RICHARDSON, THOMAS EDGAR
15476 60TH PLACE NORTH
LOXAHATCHEE, FL 33470

Annual Reports

Report Year	Filed Date
2019	01/28/2019
2020	01/08/2020
2021	01/12/2021

Document Images

01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/08/2020 -- ANNUAL REPORT	View image in PDF format
04/03/2019 -- Amendment	View image in PDF format
01/28/2019 -- ANNUAL REPORT	View image in PDF format
01/23/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
02/29/2016 -- ANNUAL REPORT	View image in PDF format
05/27/2015 -- ANNUAL REPORT	View image in PDF format
07/01/2014 -- REINSTATEMENT	View image in PDF format
05/31/2012 -- ANNUAL REPORT	View image in PDF format
02/10/2011 -- ANNUAL REPORT	View image in PDF format
09/09/2010 -- Domestic Profit	View image in PDF format

Florida Department of State. Division of Corporations

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

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

RICHARDSON, THOMAS EDGAR

TCLM ENTERPRISE INC.
13720 HAMLIN BLVD
WEST PALM BEACH FL 33412

LICENSE NUMBER: CGC046458

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.

508

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2021

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	CONTACT NAME: Mitzy Taylor	
State Insurance Agency Inc. 1010 SW Martin Downs Blvd Palm City FL 34990	PHONE (A/C, No, Ext): (772) 426-9933	FAX (A/C, No): (772) 426-9943
	E-MAIL ADDRESS: certificates@stateinsuranceagent.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	
INSURER B : Infinity Commercial Auto	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TCLM Enterprise Inc
13720 Hamlin Blvd
West Palm Beach FL 33412

COVERAGES **CERTIFICATE NUMBER:** CL2181813153 **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:			0100159600-0	08/11/2021	08/11/2022	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 $ 100,000 $ EXCLUDED $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			509-82006-1410-001	07/10/2021	07/10/2022	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 $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

For Verification Purposes

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



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FLORIDA MANGO ROAD UTILITY RELOCATION
(EDGEWATER DRIVE AND BARBADOS ROAD)
Addendum No. 1
December 8, 2021

BIDS DUE: 2:00 PM, Local Time, December 14, 2021

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **FLORIDA MANGO ROAD UTILITY RELOCATION (EDGEWATER DRIVE AND BARBADOS ROAD)** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Revisions #1 (Dated 12/1/21):

   Delete:
   C003, CU103 (Dated 11/11/21)

   Replace with:
   C003, CU103 (Dated 12/1/21)

2. Revisions #2 (Dated 12/6/21):

   Delete:
   CU100, CU101, CU102, CU802 (Dated 11/11/21)
   C003, CU103 (Dated 12/1/21)

   Replace with:
   C003, CU100, CU101, CU102, CU103, CU802 (Dated 12/8/21)

Addendum No. 1

IN THE SPECIFICATIONS

1. **N/A**

Receipt acknowledged and conditions agreed to the 14th day of Dec., 2021.

TCLM Enterprise, Inc. , Pres.

Bidder By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 REVISED 00410 BID FORM

ATTACHMENT 3 BORING SOILS REPORTS

ATTACHMENT 4 REVISED PLANS

END OF ADDENDUM

Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

FLORIDA MANGO ROAD UTILITY RELOCATION
(EDGEWATER DRIVE AND BARBADOS ROAD)
Addendum No. 2
December 13, 2021

BIDS DUE: 2:00 PM, Local Time, December 14, 2021

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the **FLORIDA MANGO ROAD UTILITY RELOCATION (EDGEWATER DRIVE AND BARBADOS ROAD)** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. None

IN THE SPECIFICATIONS

1. N/A

Receipt acknowledged and conditions agreed to the 14th day of Dec., 2021.

TCLM Enterprise, Inc.
Bidder

By

ITB NO. 2022B-001
FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Florida Mango Road Utility Relocation project between Edgewater Drive and Barbados Road** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 PM** local time on **December 14, 2021**, at which time the Bids received will be publicly opened and read. **THE PROJECT CONSISTS OF WATER MAIN AND FORCE MAIN RELOCATIONS TO ACCOMMODATE ROADWAY AND DRAINAGE IMPROVEMENTS ALONG FLORIDA MANGO ROAD (FROM N. EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD).**

Bidding Documents may be viewed and downloaded online www.vpsfl.org or http://www.demandstar.com. Hard copies of bidding Documents may be obtained from WGI on Mondays through Fridays between the hours of 8:00 am and 5:00 pm. Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non-refundable charge of $ **20.00** , including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from WGI either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $ **5.00** per set, payable to "WGI".

A virtual pre-bid conference will be held at **10:00 AM** local time on **November 23, 2021,** via GoToMeeting**.** Attendance at the pre-bid conference is **not** mandatory.

Non-Mandatory Pre-Bid Conference – November 23, 2021, at 10:00 AM

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: https://attendee.gotowebinar.com/register/3350010038169129996
  Web ID # 148-037-499
- Phone: United States 1 (914) 614-3221 Web ID# 652-354-614

Bid Opening – December 14, 2021, at 2:30 PM

Participants can use their telephone or computer mic & speakers (VoIP).

- Registration: https://attendee.gotowebinar.com/register/7381228684366143246
  Web ID # 456-554-523
- Phone: United States +1 (213) 929-4212 Web ID # 814-180-611

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **December 3, 2021,** at **5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner:	**Village of Palm Springs**
By:	**Kimberly Wynn**
Title:	**Village Clerk**
Date:	**November 11, 2021**
Publication:	Lake Worth Herald, DemandStar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

ITB NO. 2022B-001

FLORIDA MANGO ROAD UTILITY RELOCATION
(From North Edgewater Drive to the South of Barbados Road)

Virtual E-Bid Opening - December 14, 2021

Staff Present:

Walt Sanchez, VPS Project Manager
Kimberly Wynn, VPS Village Clerk
Chris Homes - Consultant Engineer

Meeting Start: 2:30 PM

Meeting End: 2:45 PM

NAME	Email	ADDRESS	Lump Sum
TCLM Enterprises, Inc.	tclm.tina@gmail.com	13720 Hamlin Blvd WPB, FL 33412	$ 889,355.35
Southern Underground Industries	frankd@southernundergroundindustries.com	1354 SW 13th Ct Pompano Beach, Fl 33069	$ 1,071,164.00
DMSI, Inc.	bids@dmsi.com	2601 Wiles Road, Pompano Bch, FL 33073	$ 1,357,376.50
Hinterland Group	chaserogers-info@hinterlandgroup	2051 W Blue Heron Blvd. , Riviera Beach, Florida 33404	$ 1,189,990.00
Foster Marine Contractors	kevins@foster-marine.com	3180 Fairlane Farms Road Suite 1, Wellington, Florida 33414	$ 1,803,200.00

CONTRACT DOCUMENTS

Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)

BID NO.: 2022B-001

VILLAGE OF PALM SPRINGS

FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT:
WANTMAN GROUP, INC.
2035 VISTA PARKWAY • WEST PALM BEACH, FL. 33411
PH. (561) 687-2220

BID SET

PROJ NO: 3527.10
DATE: NOVEMBER 11, 2021

SECTION 00020

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00430	Bid Bond (Penal Sum)	1-3
00431	Tabulation of Subcontractors and Suppliers	1-1
00440	Florida Trench Safety Act Certification	1-1
00451	Qualification Statement	1-4
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00453	Noncollusion Affidavit	1-2
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PART 1



BIDDING REQUIREMENTS

ITB NO. 2022B-001
FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Florida Mango Road Utility Relocation project between Edgewater Drive and Barbados Road** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 PM** local time on **December 14, 2021**, at which time the Bids received will be publicly opened and read. **THE PROJECT CONSISTS OF WATER MAIN AND FORCE MAIN RELOCATIONS TO ACCOMMODATE ROADWAY AND DRAINAGE IMPROVEMENTS ALONG FLORIDA MANGO ROAD (FROM N. EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD).**

Bidding Documents may be viewed and downloaded online www.vpsfl.org or http://www.demandstar.com. Hard copies of bidding Documents may be obtained from WGI on Mondays through Fridays between the hours of 8:00 am and 5:00 pm. Bidding Documents are available on compact disc (as portable document format (PDF) files) for a non-refundable charge of $ **20.00** , including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from WGI either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $ **5.00** per set, payable to "WGI".

A virtual pre-bid conference will be held at **10:00 AM** local time on **November 23, 2021,** via GoToMeeting**.** Attendance at the pre-bid conference is **not** mandatory.

Non-Mandatory Pre-Bid Conference – November 23, 2021, at 10:00 AM

Participants can use their telephone or computer mic & speakers (VoIP)

- Registration: https://attendee.gotowebinar.com/register/3350010038169129996
  Web ID # 148-037-499
- Phone: United States 1 (914) 614-3221 Web ID# 652-354-614

Bid Opening – December 14, 2021, at 2:30 PM

Participants can use their telephone or computer mic & speakers (VoIP).

- Registration: https://attendee.gotowebinar.com/register/7381228684366143246
  Web ID # 456-554-523
- Phone: United States +1 (213) 929-4212 Web ID # 814-180-611

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **December 3, 2021,** at **5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner:	**Village of Palm Springs**
By:	**Kimberly Wynn**
Title:	**Village Clerk**
Date:	**November 11, 2021**
Publication:	Lake Worth Herald, DemandStar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Florida.

B. State of Florida contractor license number.

C. Subcontractor and Supplier qualification information [coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 - Bidder Qualifications Questionnaire, Article 11, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as experience with water main and force main installation.

E. Current Certificate of Insurance per the requirements of Section 00520 - Agreement, Article 10.10.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations,

investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

E. Bidder shall not disturb any ongoing operations at the Site.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of

the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required.

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or

other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and

qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.04 By submitting a Bid, Bidder acknowledges that Bidder has reviewed the terms of the Agreement included as part of the bid package and represents that, if awarded the contract, Bidder is prepared to enter into an Agreement with the Village in substantially the same form.

15.05 The following documents shall be submitted with and made a part of the Bid:

Section 00400 Bid Submission checklist
Section 00410 Bid Form
Section 00430 Bid Bond
Section 00431 Tabulation of Subcontractor and Suppliers
Section 00440 Florida Trench Safety Act Certification
Section 00451 Qualifications Statement
Section 00452 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
Section 00453 Noncollusion Affidavit
Section 00454 Drug-Free Workplace Certificate
Section 00455 Sworn Statement on Public Entity Crimes
Section 00456 Scrutinized Companies Certification Form
Current Certificate of Insurance

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

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

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Florida Mango Road Utility Relocation (From N. of Edgewater Drive to South of Barbados Road

Bid Number: 2022B-001

Bidders Name: _____

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

1. __ Completed Section 00400 - Bid Submission Checklist
2. __ Completed Section 00410 - Bid Form
3. __ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. __ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. __ Completed Section 00440 - Florida Trench Safety Act Certification
6. __ Completed Section 00451 - Qualifications Statement
7. __ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. __ Completed Section 00453 - Non-Collusive Affidavit
9. __ Completed Section 00454 - Drug-Free Workplace Certificate
10. __ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. __ Completed Section 00456 – Scrutinized Companies
12. __ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.01, 3.02, 3.03, and 3.04.
13. __ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.11 of the Contract Agreement, Section 6.03 of the General Conditions.
14. __ Signed copy of all Addenda.

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

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

END OF SECTION

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	**Addendum, Date**

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Remove Existing 8” WM	LF	2000		
2	Connect T Existing 8” WM	EA	6		
3	8” PVC WM	LF	2085		
4	8” DIP WM	LF	55		
5	8” DIP 45 Degree Fittings for WM	EA	30		
6	8” DIP 90 Degree Fittings for WM	EA	1		
7	8”x 8” Tee for WM	EA	7		
8	8” Gate Valve for WM	EA	10		
9	8” Cap Water Main	EA	1		
10	2” Air Release Valve for WM	EA	1		
11	Sample Points	EA	3		
12	Remove Existing 24” FM	LF	118		
13	Remove Existing 16” FM	LF	45		
14	Remove Existing 10” FM	LF	35		
15	Connect to Existing 24” FM	EA	1		
16	24” PVC FM	LF	145		
17	24” DIP FM	LF	43		
18	24” DIP 45 Degree Fitting for FM	EA	10		
19	24” x 16” Reducer for FM	EA	1		
20	24” Gate Valve for FM	EA	1		
21	16” PVC FM	LF	52		
22	16” 45 Degree Fitting for FM	EA	2		
23	16” x 10” Reducer for FM	EA	1		
24	16” Gate Valve for FM	EA	1		
25	10” PVC FM	LF	22		
26	10” DIP 45 Degree Fitting for FM	EA	2		
27	2” Aire Release Valve for FM	EA	1		
28	Flowable Fill	CY	3		
29	Testing and Survey	LS	1		
30	As-builts	LS	1		
Total of All Unit Price Bid Items					$

Lump Sum Contingency Allowance	$ 25,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **150** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

_____

By:
[Signature] _____

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

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

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

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name— Include Location)*:

BOND

Bond Number:

Date:

Penal sum _____ $ _____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

BIDDER:_____

By:_____

Name:_____

Title:_____

Date:_____

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ _____
2. Special Shoring	$ _____

Identify method of compliance for Item #1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this_____day of_____, 20___.

_____
Notary Public

My Commission Expires: _____

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

_____

_____

2. SUBMITTED TO: _____

3. SUBMITTED FOR: _____

Owner: _____

Project Name: _____

_____

_____

_____

TYPE OF WORK: _____

_____

_____

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

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5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

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7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

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NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE 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 CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

EJCDC® C-451, Qualifications Statement.
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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The_____, herein called the "Owner."

Pursuant to bidding requirements for the work titled "_____

_____,"

the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is_____(officer's title) of_____(company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

Subscribed and sworn to before me
this_____day of_____, 20_____

_____
Notary Public

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, 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 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires 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.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20___

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

My Commission Expires_____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Contractor)

is_____.

2. My relationship to _____
(firm name of Bidder/Contractor)

is_____.
(relationship such as sole proprietor, partner, president, vice president)

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

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the_____day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (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 into 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 City for the entire term of the contract, including any and 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 into 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 City for the entire term of the contract, including any and all renewals.

CONTRACTOR:
By:_____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

PART 2



CONTRACT FORMS

NOTICE OF AWARD

Date of Issuance:

Owner:	Village of Palm Springs	Owner's Task Order No.:	294
Engineer:	WGI	Engineer's Project No.:	3527.10
Project:	Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)		

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____ .

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: $_____ *[note if subject to unit prices, or cost-plus]*

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [____]counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By:

Title:

Copy: Engineer

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Florida Mango Road Utility Relocation project between Edgewater Drive and Barbados Road***

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by WGI.

3.02 The Owner has retained WGI ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **150** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $ **500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ **200.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Remove Existing 8” WM	LF	2000		
2	Connect T Existing 8” WM	EA	6		
3	8” PVC WM	LF	2085		
4	8” DIP WM	LF	55		
5	8” DIP 45 Degree Fittings for WM	EA	30		
6	8” DIP 90 Degree Fittings for WM	EA	1		
7	8”x 8” Tee for WM	EA	7		
8	8” Gate Valve for WM	EA	10		
9	8” Cap Water Main	EA	1		
10	2” Air Release Valve for WM	EA	1		
11	Sample Points	EA	3		
12	Remove Existing 24” FM	LF	118		
13	Remove Existing 16” FM	LF	45		
14	Remove Existing 10” FM	LF	35		
15	Connect to Existing 24” FM	EA	1		
16	24” PVC FM	LF	145		
17	24” DIP FM	LF	43		
18	24” DIP 45 Degree Fitting for FM	EA	10		
19	24” x 16” Reducer for FM	EA	1		
20	24” Gate Valve for FM	EA	1		
21	16” PVC FM	LF	52		
22	16” 45 Degree Fitting for FM	EA	2		
23	16” x 10” Reducer for FM	EA	1		
24	16” Gate Valve for FM	EA	1		
25	10” PVC FM	LF	22		
26	10” DIP 45 Degree Fitting for FM	EA	2		
27	2” Aire Release Valve for FM	EA	1		
28	Flowable Fill	CY	3		
29	Testing and Survey	LS	1		
30	As-builts	LS	1		
Total of All Unit Price Bid Items					$

Lump Sum Contingency Allowance	$ 25,000.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $_____.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *1* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages _1_ to _16_, inclusive).
2. Performance bond (pages _1_ to _3_, inclusive).
3. Payment bond (pages _1_ to _3_, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).

b. ___ (pages ___ to ___, inclusive).

c. ___ (pages ___ to ___, inclusive).

5. General Conditions (pages _1_ to _72_, inclusive).

6. Supplementary Conditions (pages _1_ to _10_, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings (not attached but incorporated by reference) consisting of _20_ sheets with the Drawings listed on the attached sheet index.

9. Addenda (numbers ___ to ___, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages ___ to ___, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. 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.

B. 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.

C. 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.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false

certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

2. 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.

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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

4. 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 CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8430, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer Liability:	
	Bodily injury, each accident	$1,000,000
	Bodily injury by disease, each employee	$500,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a.	Bodily Injury:	
	Each Person	$500,000
	Each Accident	$1,000,000
b.	Property Damage:	
	Each Incident	$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a.	Excess or Umbrella Liability	
	1) General Aggregate	$5,000,000
	2) Each Occurrence	$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a.	Contractor's Pollution Liability	
	1) General Aggregate	$2,000,000
	2) Each Occurrence	$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

   a. Village of Palm Springs

10.12 *Public Construction Bond*

A. 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.

B. 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.

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

a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

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

10.18 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

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

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

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

10.24 *Scrutinized Companies*

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 *E-Verify*

A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. 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;

2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with,

or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a 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 THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

VILLAGE:		CONTRACTOR:	
By:		By:	
Title:	Mayor	Title:	
		(Seal)	
Attest:		Attest:	
Title:	Village Clerk	Title:	Notary Public

Approved as to Form: _____

Title: Village Attorney

Address for giving notices:	Address for giving notices:
226 Cypress Lane	
Palm Springs FL, 33461	

License No.: _____
(where applicable)

DRAWING SHEET INDEX

CIVIL ENGINEERING SHEET LIST	
Sheet Number	*Sheet Title*
C001	*COVER*
C002	*GENERAL NOTES*
C003	*SUMMARY OF PAY ITEMS*
CU100	*UTILITY PLAN AND PROFILE*
CU101	*UTILITY PLAN AND PROFILE*
CU102	*UTILITY PLAN AND PROFILE*
CU103	*UTILITY PLAN AND PROFILE*
CU104	*CANAL CROSSING DETAIL*
CU105	*UTILITY LOCATION SHEET*
C700	*WASTEWATER DETAILS*
C701	*WASTEWATER DETAILS*
C800	*WATER DETAILS*
C801	*WATER DETAILS*
C802	*WATER DETAILS*
STRUCTURAL ENGINEERING SHEET LIST	
Sheet Number	*Sheet Title*
S0.1	*GENERAL NOTES*
S1.0	*PLAN*
S1.1	*ELEVATION*
S2.0	*PILE CAP DETAIL*
S2.1	*FAN GUARD FRONT DETAIL*
S2.2	*FAN GUARD SIDE DETAIL*

NOTICE TO PROCEED

Owner:	Village of Palm Springs	Owner's Task Order No.:	294
Contractor:		Contractor's Project No.:	
Engineer:	WGI	Engineer's Project No.:	3527.10
Project:	Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)		
Effective Date of Contract:			

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is_____.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner**:**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER

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

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description: **Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)**

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

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

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER

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

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description: **Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)**

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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PART 3



CONTRACT CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

Endorsed by

CSI NUCA
REPRESENTING UTILITY & EXCAVATION CONTRACTORS

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

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3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall only be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Contractor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Contractor, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.01 Delete Paragraphs 2.01 C. in its entirety.

SC-2.03 Before Starting Construction

SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:

At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:

A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 Availability of Lands

SC-5.01 Add the following to the end of paragraph 5.01.C:

Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.06 Delete Paragraph 5.06 I. in its entirety.

SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:

B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company licensed to transact such business in the State of Florida and named on the

current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute nonresponsiveness on the part of Contractor. The expense for all Bonds shall be Contractor's responsibility.

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as the Certificate Holder, Engineer as Additional Insured and provide for a 30-day cancellation notice.

SC-6.02 Delete Paragraph 6.02 D. in its entirety.

SC-6.02 Add the following paragraphs immediately after Paragraph 6.02.J:

K. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 4.05.

L. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.

M. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.

N. Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.

O. The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;

15. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "…all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday or Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:

New Year's Day (January 1)
Martin Luther King Jr. Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday
Memorial Day (Last Monday of May)
Independence Day (July 4)
Labor Day (1st Monday of September)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday of November)
Day After Thanksgiving (4th Friday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve (December 31)"

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work outside of regular working hours as defined in the Contract Documents. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.07 Delete Paragraph 7.07 B. in its entirety.

SC-7.11 Record Documents

SC-7.11.A. Add the following new paragraph immediately after Paragraph 7.11.A:

Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.

SC-7.12 Safety and Protection

SC-7.12.A. Add the following new paragraph immediately after Paragraph 7.12.A.3:

4. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries,

claims, or potential claims shall be reported promptly to Owner.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16.E. Add the following new paragraph immediately after Paragraph 7.16.E.1:

2. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

SC-7.18 Indemnification

SC-7.18 Delete in its entirety

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.02 Replacement of Engineer

SC-9.02 Amend paragraph 9.02 of the General Conditions by striking out the following words: ",provided the Contractor makes no reasonable objection."

SC-9.11 Evidence of Financial Arrangements

SC-9.11 Delete in its entirety

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in

providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. **Records:**

    a. **Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.**

    b. **Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.**

    c. **Maintain records for use in preparing Project documentation.**

11. **Reports:**

    a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.**

    b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**

    c. **Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.**

12. **Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.**

13. **Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**

14. **Completion:**

    a. **Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.**

    b. **Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.**

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 12 – CLAIMS

SC-12.01 Claims

SC 12.01.B **Amend the first sentence of paragraph 12.01.B of the General Conditions by changing "(but in no event later than 30 days)" to "(but in no event later than 90 days for the Owner and no later than 10 days for the Contractor)".**

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

SC 13.01.B.5.c **Add the following to the end of Paragraph 13.01.B.5.c:**

In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.

SC 13.01.B.5.f **Amend the first sentence of paragraph 13.01.B.5.f by striking out the following words: "(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05)."**

SC 13.01.B.5.i **Add the following new paragraphs immediately after paragraph 13.01.B.5.i:**

j. The cost of compliance with current local, state and federal safety regulations.

SC-13.03 Unit Price Work

SC 13.03.E **Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by the Owner under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

SC 13.03.E **Add the following new paragraphs immediately after Paragraph 13.03.E:**

F. Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 11.

ARTICLE 14 –TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-14.02 Tests, Inspections, and Approvals

SC 14.02.A Add the following to the end of Paragraph 14.02.A:

Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

SC 15.01.B.2 Delete Paragraph 15.01.B.2 in its entirety and insert the following in its place:

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.

SC-15.01 Progress Payments

SC 15.01.D.1 Change Paragraph 15.01.D.1 to read as follows:

After presentation of the Application for Payment to the Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.C) become due and when due, will be paid by Owner to Contractor within thirty (30) days.

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

PART 4



MISCELLANEOUS DOCUMENTS

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): Village of Palm Springs	From (Contractor):	Via (Engineer): WGI
Project: Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)	Contract:	
Owner's Task Order No.: 294	Contractor's Project No.:	Engineer's Project No.: 3527.10

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	**$**
2. Net change by Change Orders	**$**
3. Current Contract Price (Line 1 ± 2)	**$**
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	**$**
5. RETAINAGE:	
a. X _____ Work Completed	**$**
b. X _____ Stored Material	**$**
c. Total Retainage (Line 5.a + Line 5.b)	**$**
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	**$**
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	**$**
8. AMOUNT DUE THIS APPLICATION	**$**
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	**$**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)								Application Number:			
Application Period:								Application Date:			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
	Totals										

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Village of Palm Springs	Owner's Task Order No.:	294
Contractor:		Contractor's Project No.:	
Engineer:	WGI	Engineer's Project No.:	3527.10
Project:	Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)		

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Work Change Directive No.

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.: 294

Contractor: Contractor's Project No.:

Engineer: WGI Engineer's Project No.: 3527.10

Project: Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title:	Title:
Date:	Date:	Date:

Approved by Funding Agency (if applicable)

By: Date:

Title:

Change Order No. _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.: 294

Contractor: Contractor's Project No.:

Engineer: WGI Engineer's Project No.: 3527.10

Project: Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Field Order No. _____

Date of Issuance:		Effective Date:	
Owner:	Village of Palm Springs	Owner's Task Order No.:	294
Contractor:		Contractor's Project No.:	
Engineer:	WGI	Engineer's Project No.:	3527.10
Project:	Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)		

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

Allowance Release No. _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.: 294

Contractor: Contractor's Project No.:

Engineer: WGI Engineer's Project No.: 3527.10

Project: Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)

The approved Construction Allowance is modified as follows upon execution of this Allowance Release:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN APPROVED CONSTRUCTION ALLOWANCE

Original Construction Allowance:

$_____

[Increase] [Decrease] from previously approved Allowance Release No. ___ to No. ___:

$_____

Construction Allowance prior to this Allowance Release:

$_____

[Increase] [Decrease] of this Allowance Release:

$_____

Construction Allowance incorporating this Allowance Release:

$_____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

226 Cypress Lane
Palm Springs, Fl. 33461
Tel: 561.584.8200
Fax: 561.304.4608
www.vpsfl.org

REQUEST FOR INFORMATION
No.001

TITLE: _____ **DATE:** _____

PROJECT: Florida Mango Road Utility Relocation (Edgewater Drive and Barbados Road)

TO: _____ **TASK ORDER #:** 294

_____ **STARTED:** _____

_____ **COMPLETED:** _____

_____ **REQUIRED:** _____

REQUEST:

Requested By: _____ **Date:** _____

Signed By: _____

Print Name: _____

ANSWER:

Answered By: _____ **Date:** _____

Signed By: _____

Print Name: _____

VILLAGE OF PALM SPRINGS
STATE OF FLORIDA
FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

CIVIL ENGINEERING SHEET LIST	
Sheet Number	Sheet Title
C001	COVER
C002	GENERAL NOTES
C003	SUMMARY OF PAY ITEMS
CU100	UTILITY PLAN AND PROFILE
CU101	UTILITY PLAN AND PROFILE
CU102	UTILITY PLAN AND PROFILE
CU103	UTILITY PLAN AND PROFILE
CU104	CANAL CROSSING DETAIL
CU105	UTILITY LOCATION SHEET
C700	WASTEWATER DETAILS
C701	WASTEWATER DETAILS
C800	WATER DETAILS
C801	WATER DETAILS
C802	WATER DETAILS

STRUCTURAL ENGINEERING SHEET LIST	
Sheet Number	Sheet Title
S0.1	GENERAL NOTES
S1.0	PLAN
S1.1	ELEVATION
S2.0	PILE CAP DETAIL
S2.1	FAN GUARD FRONT DETAIL
S2.2	FAN GUARD SIDE DETAIL

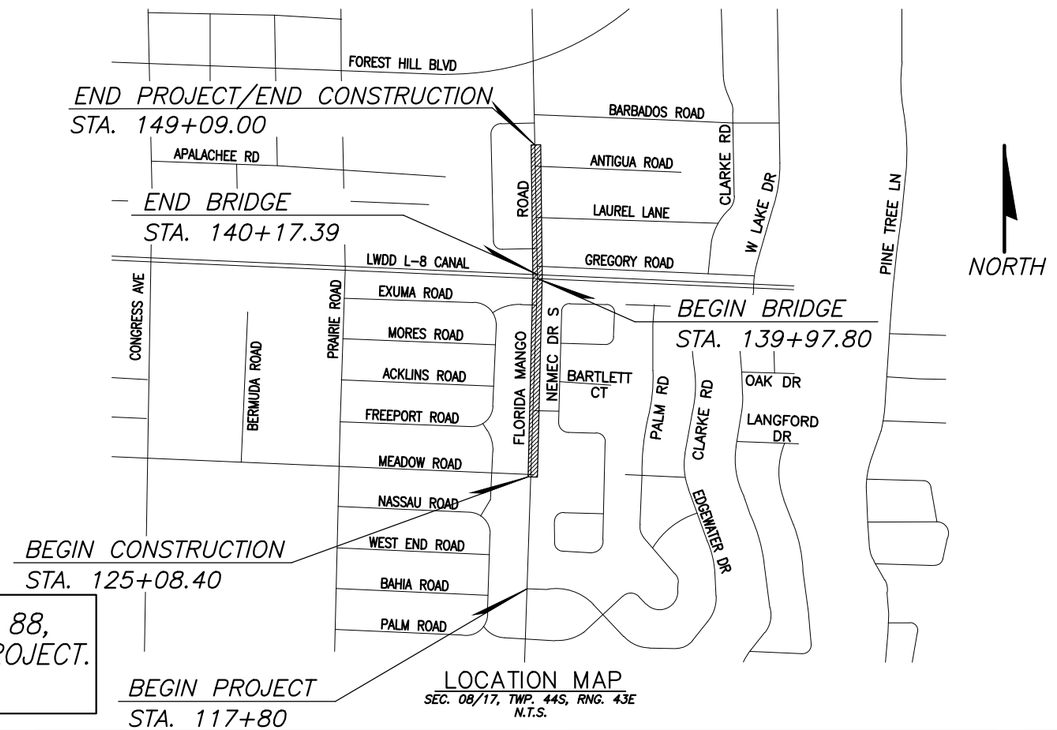
BEVERLY "BEV" SMITH
MAYOR

VICE MAYOR
GARY M. READY, DISTRICT 3

MAYOR PRO TEM
DOUG GUNTHER, DISTRICT 1

COUNCIL MEMBER
JONI BRINKMAN, DISTRICT 4

COUNCIL MEMBER
PATTI WALLER, DISTRICT 2



LOCATION MAP
SEC. 08/17, TWP. 44S, RNG. 43E
N.T.S.

BID SET
NOVEMBER 11, 2021

LENGTH OF PROJECT		
	LF	MILES
ROADWAY	2381.0	0.45
BRIDGES	19.6	0.00
NET LENGTH OF PROJECT	2400.6	0.45
EXCEPTIONS	728.4	0.14
GROSS LENGTH OF PROJECT	3129.0	0.59

I HEREBY CERTIFY THAT THE ATTACHED PLANS AND DESIGN ARE IN SUBSTANTIAL COMPLIANCE WITH THE DESIGN STANDARDS AND CRITERIA IN EFFECT ON THIS DATE FOR PALM BEACH COUNTY ENGINEERING DEPARTMENT AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

APPROVED BY:_____

DATE:_____

P.E. NO. : FL REGISTRATION NO. 66344

GOVERNING STANDARDS AND SPECIFICATIONS ARE CONTAINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY STATE OF FLORIDA ROADWAY AND TRAFFIC DESIGN STANDARDS & SUPPLEMENTS (LATEST EDITION)

THESE PLANS WERE PREPARED BASED ON NAVD 88, WHICH IS THE DATUM TO BE USED FOR THIS PROJECT. FOR THIS PROJECT NGVD 29=NAVD 88+1.512'

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
COVER

Sheet: C001
Of: 20
Project No.: 3527.10

GENERAL NOTES:

1. ALL ELEVATIONS REFERENCED ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88).
2. BENCHMARK LOCATION AND ELEVATION ARE AS REPRESENTED BY SURVEYOR AT THE TIME OF SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.
3. CHANGES - ALL CHANGES SHALL BE APPROVED IN WRITING BY THE ENGINEER AND THE OWNER PRIOR TO CONSTRUCTION.
4. GUARANTEE - THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIAL SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
5. SHOP DRAWINGS - THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL.
6. MAINTENANCE OF TRAFFIC (M.O.T.) - CONTRACTOR IS RESPONSIBLE FOR FURNISHING PROPER TRAFFIC MAINTENANCE AND CONTROLS IN ACCORDANCE WITH FDOT STANDARD INDEX SERIES 102. WHERE A MAINTENANCE OF TRAFFIC PLAN IS REQUIRED, THE CONTRACTOR SHALL PREPARE AND SUBMIT THE PLAN FOR APPROVAL TO ALL APPLICABLE REGULATORY AGENCIES.
7. RECORD DATA - THE CONTRACTOR SHALL SUBMIT ALL RECORD DATA SIGNED AND SEALED BY A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA TO THE ENGINEER FOR REVIEW AND APPROVAL.
8. UTILITIES - CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING UTILITIES WHETHER SHOWN IN THE PLANS OR NOT. AT LEAST TWO DAYS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL, NOTIFY EACH UTILITY COMPANY, AND VERIFY THE LOCATION OF ALL UTILITIES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
9. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS APPROVED DURING THE SHOP DRAWING PROCESS.
10. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
11. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FLORIDA POWER AND LIGHT (FPL) ON ANY WORK IN THE VICINITY OF OVERHEAD AND UNDERGROUND POWER LINES.
12. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES
13. THE UNDERGROUND CONTRACTOR SHALL SUBMIT ALL RECORD DATA, SIGNED AND SEALED BY A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA, TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CURB AND PAVEMENT CONSTRUCTION.

WATER & SEWER NOTES:

1. ALL WATER & SEWER IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE VILLAGE OF PALM SPRINGS UTILITY DEPARTMENT STANDARDS UPDATED MAY 2018.
2. EXISTING WATER MAIN AND FORCE MAIN SHALL REMAIN DURING CONSTRUCTION AND WILL BE REMOVED OR PLACED OUT OF SERVICE UPON FINAL ACCEPTANCE OF NEW FORCE MAIN AND WATER MAIN FROM VILLAGE OF PALM SPRINGS AND PALM BEACH COUNTY HEALTH DEPARTMENT.
3. WATER AND SEWER MAINS AND SERVICES TO CLEAR DRAINAGE MANHOLES AND INLETS BY A MINIMUM OF 5'.
4. PVC WATER MAINS SHALL BE LAID WITH NO DEFLECTIONS AT THE JOINTS AND PIPES SHALL NOT BE DEFLECTED.
5. WATER PIPE AND FITTINGS SHALL BE COLOR CODED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320 OF THE F.A.C.
6. SEWER FORCE MAINS AND FITTINGS SHALL BE COLOR CODED IN ACCORDANCE WITH SUBPARAGRAPH 62-604.300 OF THE F.A.C.
7. DETECTABLE MAGNETIC TAPE SHALL BE INSTALLED 12" ABOVE CROWN OF PIPE. TAPE OVER WATER MAINS SHALL BE 6" BLUE. TAPE OVER FORCE MAINS SHALL BE 6" GREEN OR BROWN. THE TAPE SHALL BE MAGNETIC AND MANUFACTURED BY THOR ENTERPRISES OR APPROVED EQUAL. .
8. VALVE BOX COVERS ARE NOT TO FALL WITHIN CURBS.
9. UNLESS CALLED FOR IN THE PLANS, ALL WATER MAINS AND FORCE MAINS SHALL HAVE 36" MIN. COVER.

STANDARD SEPARATIONS

1. NEW OR RELOCATED, UNDERGROUND WATER MAINS WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER); A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE TREATMENT AND DISPOSAL SYSTEM."
2. NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE OR AT LEAST 12 INCHES BELOW THE OTHER PIPELINE; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE.
3. AT THE UTILITY CROSSINGS DESCRIBE IN PART II.C.1.W OF DEP FORM 62-555.900(7), ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY-OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. SEWAGE DISPOSAL SYSTEMS.

FIELD OBSERVATION & TESTING NOTES:

1. ALL WORK WILL BE OPEN AND SUBJECT TO INSPECTION BY ENGINEER AND THE VILLAGE OF PALM SPRINGS.
2. NOTIFICATION - THE CONTRACTOR SHALL NOTIFY THE ENGINEER, GOVERNMENT AND OTHER PERMITTING AGENCIES 48 HOURS PRIOR TO SCHEDULING FIELD OBSERVATIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO TEST THE COMPLETED WORK. CALL "SUNSHINE ONE CALL" AT 1-800-432-4770 48 HOURS PRIOR TO ANY EXCAVATION.
3. ALL RECOMMENDATIONS AND REQUIREMENTS OF THE INSPECTION PERSONNEL OTHER THAN THE OWNER'S SHALL BE REPORTED TO THE ENGINEER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY THE ENGINEER, VILLAGE OF PALM SPRINGS, AND PALM BEACH COUNTY.
4. ALL TESTS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA AND ARE TO BE PAID FOR BY THE CONTRACTOR.
5. DENSITY TEST FOR PIPE TRENCHES SHALL BE TAKEN AT THE PIPE SPRING-LINE AND AT MAXIMUM ONE FOOT (1') LIFTS AS MEASURED FROM THE TOP OF PIPE. THE TEST SHALL BE TAKEN AT A MAXIMUM SPACING OF EVERY 300 FEET MEASURED FROM THE PIPE JOINT OR AT LEAST ONE TEST AT THE CENTER OF THE PIPE SEGMENT BETWEEN TWO PIPE JOINTS IF LESS THAN 300 FEET. THE TEST LOCATION AT THE STRUCTURE SHALL BE ON ALTERNATING SIDES OF THE STRUCTURE WITH EACH LIFT TESTED. THE LOCATION AND DEPTH OF ALL TEST SHALL BE CLEARLY INDICATED IN THE DESCRIPTION AREA ON THE TEST REPORT OR ILLUSTRATED IN A MAP.

LEGEND

SS	EX. SANITARY MH
STORM	EX. STORM MH/CS
	EX. CATCH BASIN
WV	EX. WATER VALVE
WATER	EX. WATER METER
	EX. SIGN
	EX. WOOD POLE
TP	TEST HOLE
	PROPOSED BENDS/FITTINGS
	PROPOSED GATE VALVE
EX D	EX. DRAINAGE PIPE
EX W	EX. WATER LINE
EX FM	EX. FORCE MAIN
EX OHW	EX. OVERHEAD WIRES
X	EX. FENCE
EX GAS	EX. GAS LINE
EX TEL	EX TELEPHONE
	EX UTILITY TO BE REMOVED
SD	PROP DRAINAGE (BY OTHERS)
WL	PROP WATER LINE
FM	PROP FORCE MAIN
100D	CONFLICT IDENTIFICATION

ABBREVIATIONS

BOT	BOTTOM OF PIPE
BV	BUTTERFLY VALVE
CO	CLEANOUT
DBO	DESIGNED BY OTHERS
DIP	DUCTILE IRON PIPE
EL	ELEVATION
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FM	FORCE MAIN
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HP	HIGH POINT
INV	INVERT
MH	MANHOLE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
PBC	PALM BEACH COUNTY
PBCHD	PALM BEACH COUNTY HEALTH DEPARTMENT
PVC	POLYVINYL CHLORIDE
P/L	PROPERTY LINE
RCP	REINFORCED CONCRETE PIPE
RED	REDUCER
R/W	RIGHT OF WAY
SW	SIDEWALK
SAN	SANITARY SEWER
SP	SAMPLE POINT
STM	STORM SEWER
SW	SIDEWALK
TOB	TOP OF BANK
TOP	TOP OF PIPE
TYP	TYPICAL
UE	UTILITY EASEMENT
YD	YARD DRAIN
WL	WATER MAIN

811 Know what's below. Call before you dig.

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI WGinc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
GENERAL NOTES

Sheet: C002
Of: 20
Project No.: 3527.10

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SUMMARY OF PAY ITEMS

ITEM	DSCRIPTION	QTY	UNIT
1	REMOVE EXISTING 8" WATER MAIN	2000	LF
2	CONNECT TO EXISTING 8" WATER MAIN	6	EA
3	8" PVC WATER MAIN	2085	LF
4	8" DIP WATER MIAN	55	LF
5	8" DIP 45 DEGREE FITTINGS FOR WATER MAIN	30	EA
6	8" DIP 90 DEGREE FITTINGS FOR WATER MAIN	1	EA
7	8" X 8" TEE FOR WATER MAIN	7	EA
8	8" GATE VALVE FOR WATER MAIN	10	EA
9	8" CAP WATER MAIN	1	EA
10	2" AIR RELEASE VALVE FOR WATER MAIN	1	EA
11	SAMPLE POINTS	3	EA
12	REMOVE EXISTING 24" FORCE MAIN	118	LF
13	REMOVE EXISTING 16" FORCE MAIN	45	LF
14	REMOVE EXISTING 10" FORCE MAIN	35	LF
15	CONNECT TO EXISTING 24" FORCE MAIN	1	EA
16	24" PVC FORCE MAIN	145	LF
17	24" DIP FORCE MAIN	43	LF
18	24" DIP 45 DEGREE FITTING FOR FORCE MAN	10	EA
19	24" X 16" REDUCER FOR FORCE MAIN	1	EA
20	24" GATE VALVE FOR FORCE MAIN	1	EA
21	16" PVC FORCE MAIN	52	LF
22	16" 45 DEGREE FITTING FOR FORCE MAIN	2	EA
23	16" X 10" REDUCER	1	EA
24	16" GATE VALVE FOR FORCE MAIN	1	EA
25	10" PVC FORCE MAIN	22	LF
26	10" DIP 45 DEGREE FITTING FOR FORCE MAIN	2	EA
27	2" AIR RELEASE VALVE FOR FORCE MAIN	1	EA
28	FLOWABLE FILL	3	CY
29	2" POLY WATER SERVICES	15	EA
30	ASPHALT CONC. FRICTION COURSE (1.0") (FC-9.5)	18350	SF
31	SUPERPAVE ASPHALT CONC. (1.5") (SP-9.5)	18350	SF
32	TESTING AND SURVEY	1	LS
33	AS-BUILTS	1	LS

2

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2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

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Checked: JR
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No.	Revision	By	Date
1	ADDENDUM #1	CJH	12/1/21
2	ADDENDUM #2	CJH	12/6/21

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

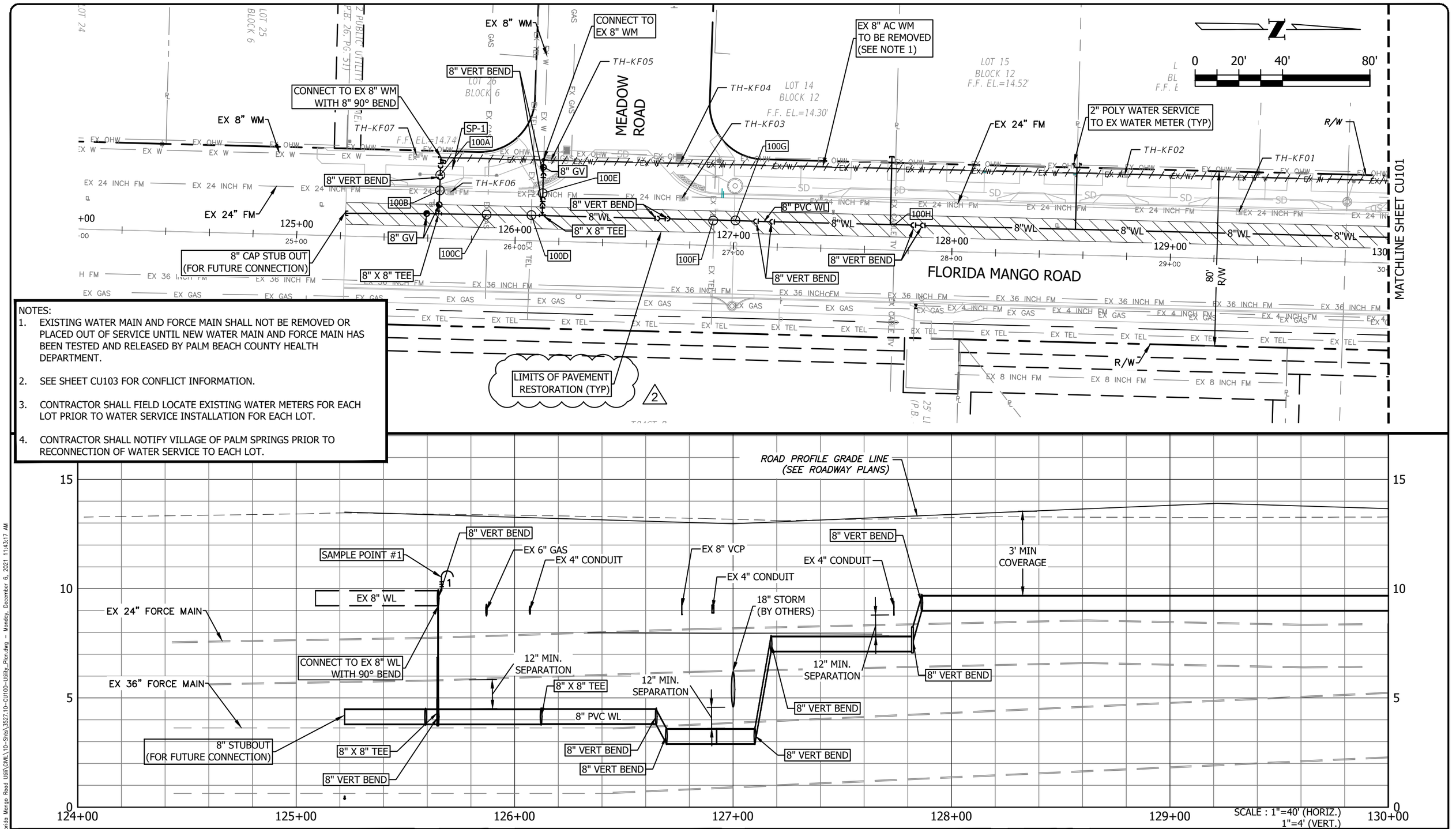
FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

SUMMARY OF PAY ITEMS

Sheet: C003
Of: 20
Project No.: 3527.10

NOTES:

1. EXISTING WATER MAIN AND FORCE MAIN SHALL NOT BE REMOVED OR PLACED OUT OF SERVICE UNTIL NEW WATER MAIN AND FORCE MAIN HAS BEEN TESTED AND RELEASED BY PALM BEACH COUNTY HEALTH DEPARTMENT.
2. SEE SHEET CU103 FOR CONFLICT INFORMATION.
3. CONTRACTOR SHALL FIELD LOCATE EXISTING WATER METERS FOR EACH LOT PRIOR TO WATER SERVICE INSTALLATION FOR EACH LOT.
4. CONTRACTOR SHALL NOTIFY VILLAGE OF PALM SPRINGS PRIOR TO RECONNECTION OF WATER SERVICE TO EACH LOT.



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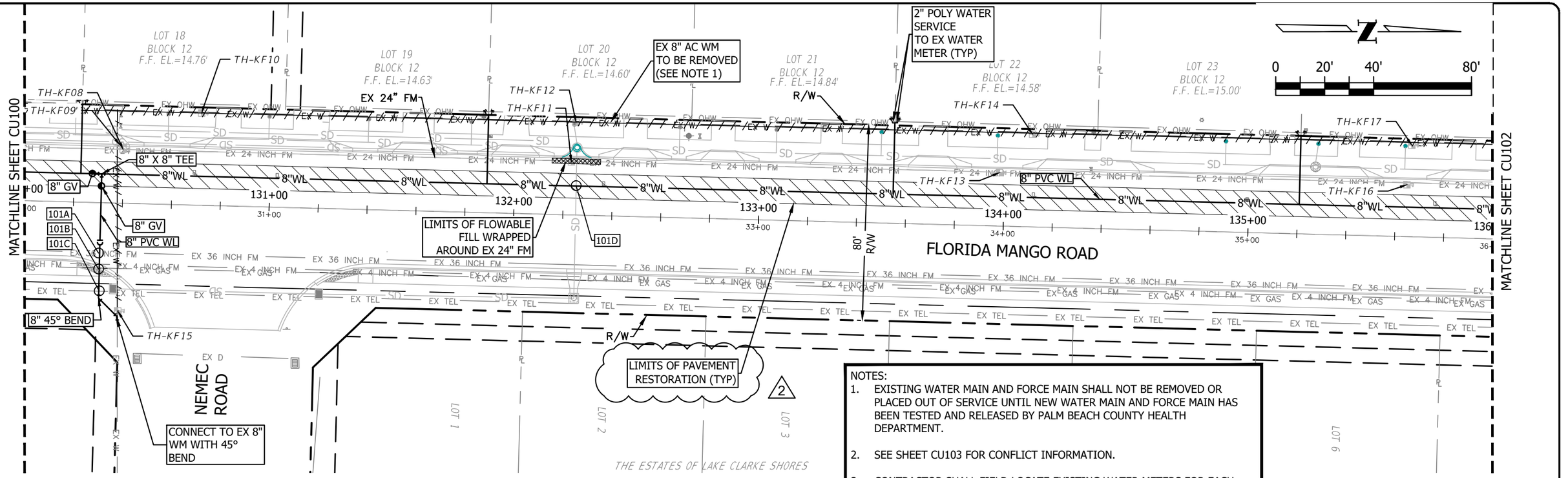
No.	Revision	By	Date
2	ADDENDUM #2	CJH	12/6/21

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
UTILITY PLAN AND PROFILE

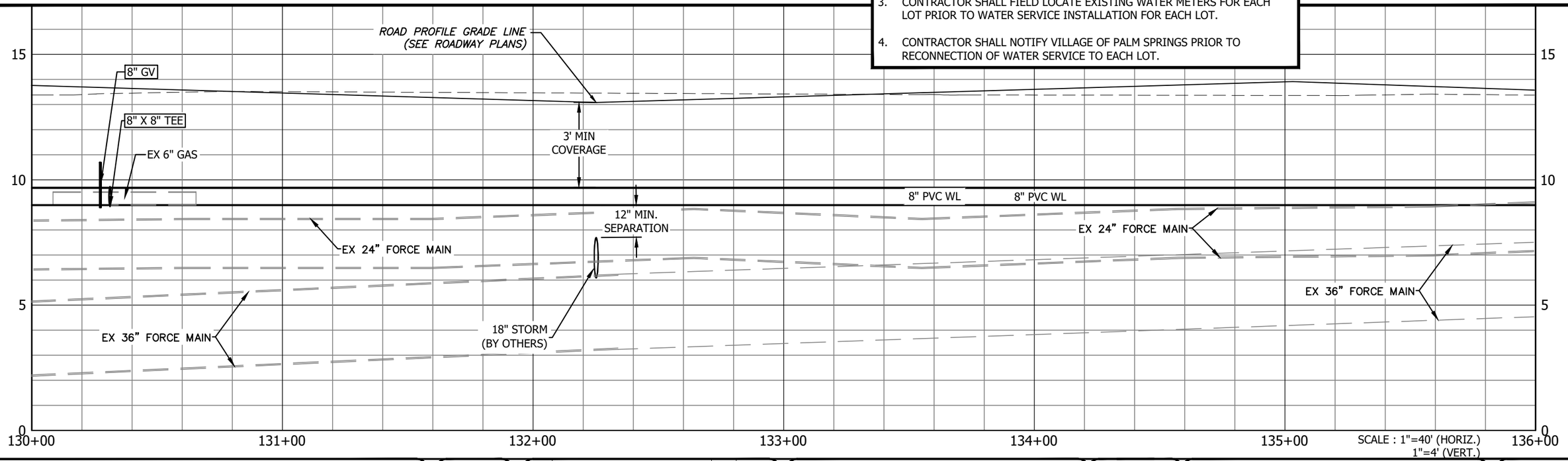
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Of: 20

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NOTES:

1. EXISTING WATER MAIN AND FORCE MAIN SHALL NOT BE REMOVED OR PLACED OUT OF SERVICE UNTIL NEW WATER MAIN AND FORCE MAIN HAS BEEN TESTED AND RELEASED BY PALM BEACH COUNTY HEALTH DEPARTMENT.
2. SEE SHEET CU103 FOR CONFLICT INFORMATION.
3. CONTRACTOR SHALL FIELD LOCATE EXISTING WATER METERS FOR EACH LOT PRIOR TO WATER SERVICE INSTALLATION FOR EACH LOT.
4. CONTRACTOR SHALL NOTIFY VILLAGE OF PALM SPRINGS PRIOR TO RECONNECTION OF WATER SERVICE TO EACH LOT.



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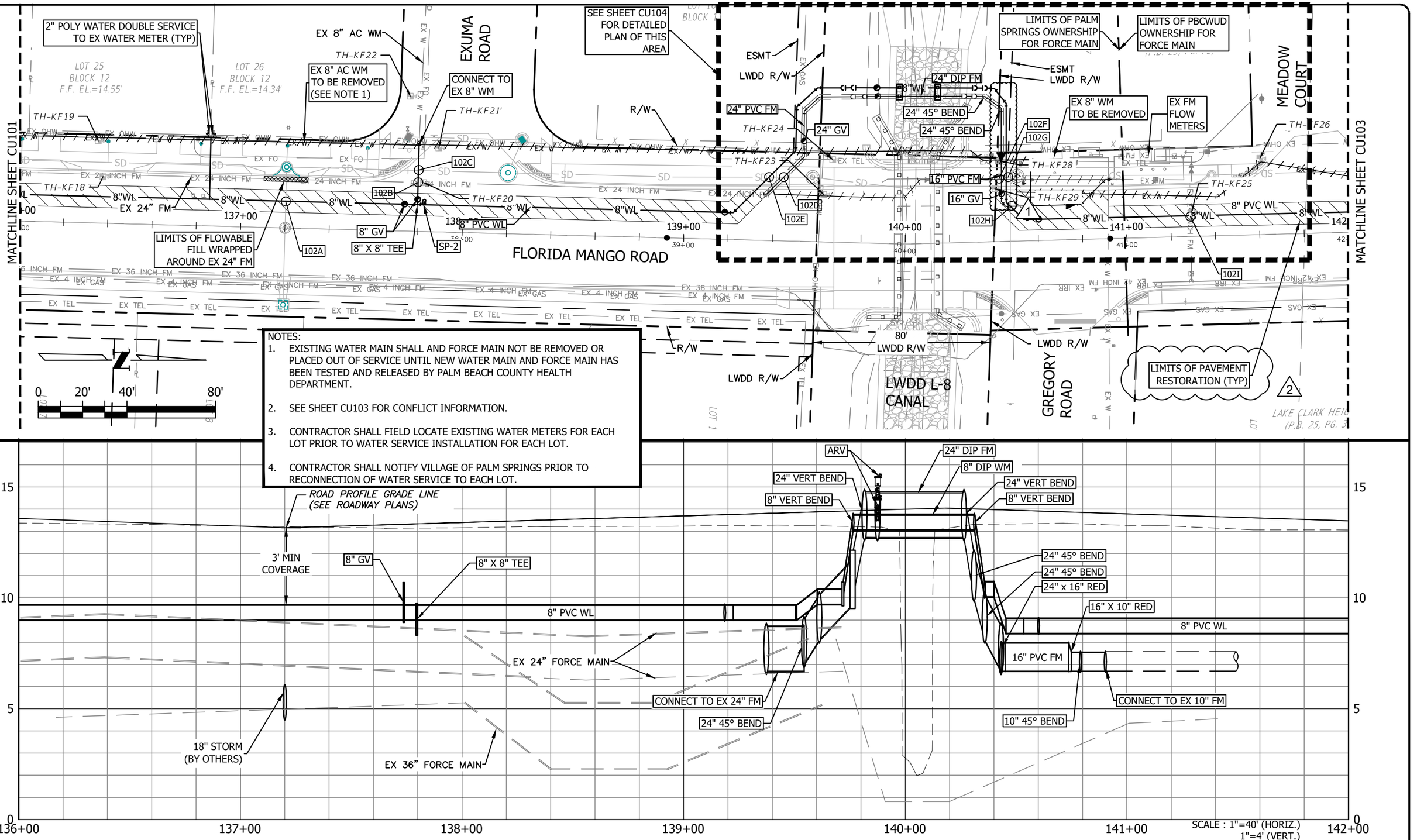
No.	Revision	By	Date
2	ADDENDUM #2	CJH	12/6/21

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
UTILITY PLAN AND PROFILE

Sheet: CU101
Of: 20

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NOTES:

1. EXISTING WATER MAIN SHALL AND FORCE MAIN NOT BE REMOVED OR PLACED OUT OF SERVICE UNTIL NEW WATER MAIN AND FORCE MAIN HAS BEEN TESTED AND RELEASED BY PALM BEACH COUNTY HEALTH DEPARTMENT.
2. SEE SHEET CU103 FOR CONFLICT INFORMATION.
3. CONTRACTOR SHALL FIELD LOCATE EXISTING WATER METERS FOR EACH LOT PRIOR TO WATER SERVICE INSTALLATION FOR EACH LOT.
4. CONTRACTOR SHALL NOTIFY VILLAGE OF PALM SPRINGS PRIOR TO RECONNECTION OF WATER SERVICE TO EACH LOT.

SCALE : 1"=40' (HORIZ.)
1"=4' (VERT.)

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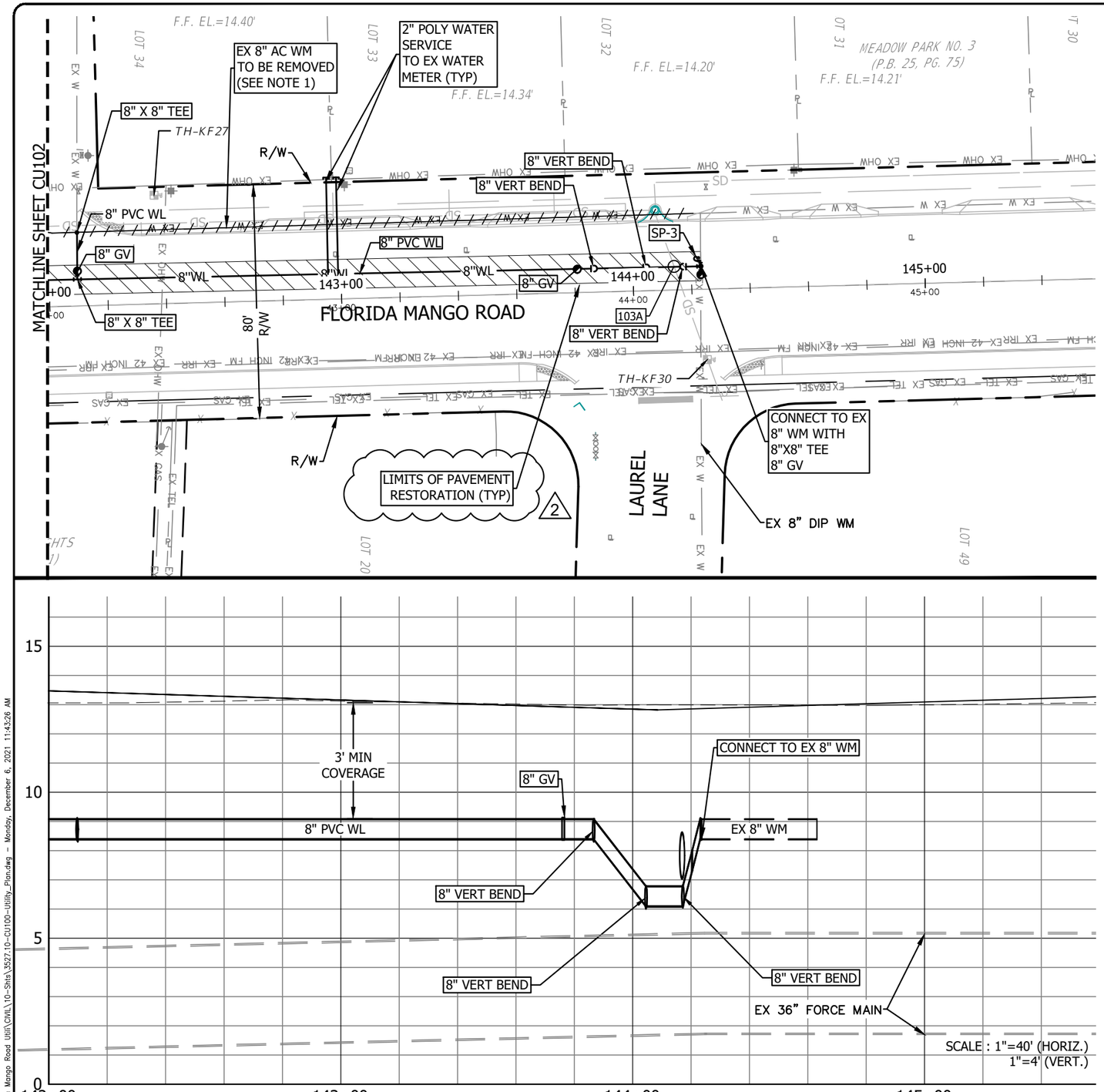
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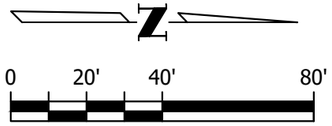
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
UTILITY PLAN AND PROFILE

Sheet: CU102
Of: 20

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NOTES:
1. EXISTING WATER MAIN AND FORCE MAIN SHALL NOT BE REMOVED OR PLACED OUT OF SERVICE UNTIL NEW WATER MAIN AND FORCE MAIN HAS BEEN TESTED AND RELEASED BY PALM BEACH COUNTY HEALTH DEPARTMENT.
2. SEE SHEET THIS SHEET FOR CONFLICT INFORMATION.
3. CONTRACTOR SHALL FIELD LOCATE EXISTING WATER METERS FOR EACH LOT PRIOR TO WATER SERVICE INSTALLATION FOR EACH LOT.
4. CONTRACTOR SHALL NOTIFY VILLAGE OF PALM SPRINGS PRIOR TO RECONNECTION OF WATER SERVICE TO EACH LOT.

100A	15" STORM	8.00 BOP
	8" PROP WL	7.00 TOP
100B	24" EX FM	7.71 BOP
	8" PROP WL	3.80 TOP
100C	6" EX GAS	8.71 BOP
	8" PROP WL	3.80 TOP
100D	4" EX CONDUIT	8.80 BOP
	8" PROP WL	3.80 TOP
100E	24" EX FM	5.88 BOP
	8" PROP WL	4.51 TOP
100F	4" EX CONDUIT	8.80 BOP
	8" PROP WL	3.80 TOP
100G	18" STORM	4.60 BOP
	8" PROP WL	3.80 TOP
100H	4" EX CONDUIT	8.80 BOP
	8" PROP WL	7.26 TOP
101A	8" PROP WL	6.87 BOP
	36" EX FM	5.33 TOP
101B	6" EX GAS	9.06 BOP
	8" PROP WL	7.90 TOP
101C	4" EX CONDUIT	9.09 BOP
	8" PROP WL	3.80 TOP
101D	8" PROP WL	8.27 BOP
	18" STORM	7.33 TOP
102A	8" PROP WL	8.27 BOP
	18" STORM	6.21 TOP
102B	24" EX FM	6.61 BOP
	8" PROP WL	6.00 TOP
102C	8" PROP WL	9.55 BOP
	36" STORM	8.78 TOP
102D	8" PROP WL	10.07 BOP
	36" STORM	8.32 TOP
102E	24" PROP FM	8.91 BOP
	36" STORM	8.34 TOP
102F	16" PROP FM	9.41 BOP
	36" STORM	8.68 TOP
102G	8" PROP WL	10.07 BOP
	36" STORM	8.74 TOP
102H	8" PROP WL	10.07 BOP
	16" PROP FM	8.01 TOP
102I	8" PROP WL	7.67 BOP
	16" EX FM	6.70 TOP
103A	18" STORM	6.85 BOP
	8" PROP WL	6.10 TOP

1

1

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
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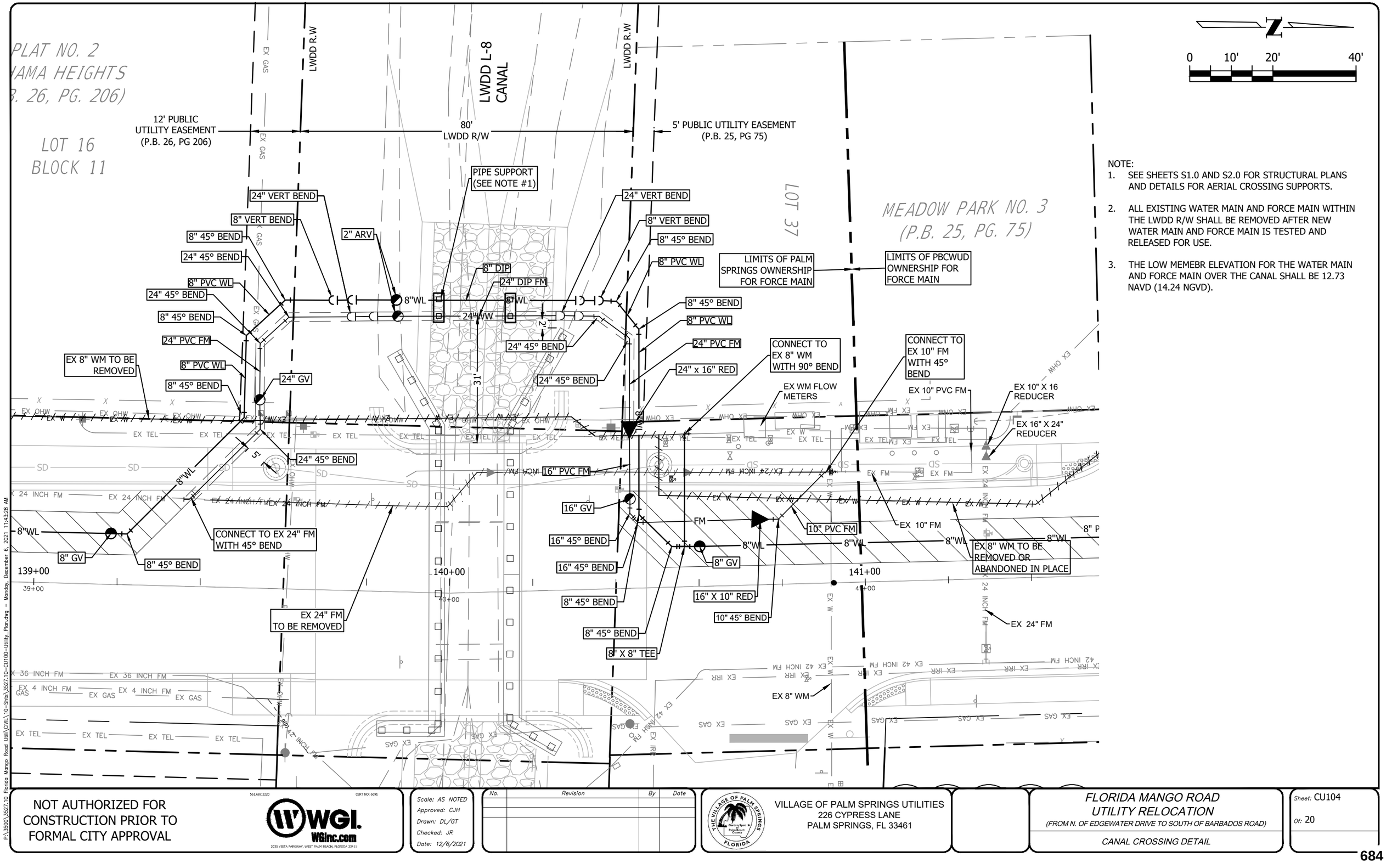
No.	Revision	By	Date
1	ADDENDUM #1	CJH	12/1/21
2	ADDENDUM #2	CJH	12/6/21

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
UTILITY PLAN AND PROFILE

Sheet: CU103
Of: 20

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NOTE:

1. SEE SHEETS S1.0 AND S2.0 FOR STRUCTURAL PLANS AND DETAILS FOR AERIAL CROSSING SUPPORTS.
2. ALL EXISTING WATER MAIN AND FORCE MAIN WITHIN THE LWDD R/W SHALL BE REMOVED AFTER NEW WATER MAIN AND FORCE MAIN IS TESTED AND RELEASED FOR USE.
3. THE LOW MEMEBR ELEVATION FOR THE WATER MAIN AND FORCE MAIN OVER THE CANAL SHALL BE 12.73 NAVD (14.24 NGVD).

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2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

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VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD UTILITY RELOCATION

(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

CANAL CROSSING DETAIL

Sheet: CU104
Of: 20

VERIFIED UTILITY LOCATE SHEET

Vvh #	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIALS	COORDINATES		EXISTING GROUND ELEVATION	TOP ELEVATION	COMMENTS
				NORTHING	EASTING			
TH-KF01	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	840818.4	956662.2	11.9	8.2	
TH-KF02	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	840766.1	956645.3	12.7	9.9	
TH-KF03	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	840563.4	956656.0	12.0	8.1	
TH-KF04	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	840562.7	956639.6	11.9	8.7	
TH-KF05	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	840503.5	956638.4	11.9	9.2	
TH-KF06	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	840457.5	956653.2	12.1	7.8	
TH-KF07	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	840441.8	956636.1	12.7	9.9	
TH-KF08	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	840927.1	956664.7	12.1	8.5	
TH-KF09	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	840925.9	956663.0	12.0	9.9	
TH-KF10	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	840959.2	956649.9	12.6	10.0	
TH-KF11	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	841110.3	956669.8	12.0	8.5	
TH-KF12	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841112.2	956653.6	12.4	9.2	
TH-KF13	VILLAGE OF PALM SPRINGS, FORCE MAIN	8"	PVC	841285.3	956674.2	11.9	8.4	
TH-KF14	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841298.8	956658.6	12.3	9.9	
TH-KF15	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	840925.0	956730.7	12.3	10.5	
TH-KF16	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	841451.7	956679.1	11.9	8.5	
TH-KF17	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841453.7	956663.0	12.5	9.9	
TH-KF18	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	841524.5	956681.2	11.8	8.5	
TH-KF19	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841522.5	956664.9	12.5	9.5	
TH-KF20	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	841669.2	956683.9	12.1	8.4	
TH-KF21	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841676.1	956668.2	11.9	9.7	
TH-KF22	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841663.2	956644.9	12.2	9.6	
TH-KF23	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	841849.8	956689.3	12.3	8.7	
TH-KF24	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	841853.8	956673.5	12.2	9.1	
TH-KF25	VILLAGE OF PALM SPRINGS, FORCE MAIN	UNK.	DIP	842015.8	956697.2	12.7	8.4	SIZE UNATTAINABLE DUE TO LOOSE SOIL CONDITION
TH-KF26	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	842046.5	956673.0	12.2	9.5	
TH-KF27	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	842122.2	956668.1	12.4	9.0	
TH-KF28	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	841929.2	956674.1	12.5	9.3	
TH-KF29	VILLAGE OF PALM SPRINGS, FORCE MAIN	16"	DIP	841927.1	956686.7	12.3	8.0	
TH-KF30	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	842311.8	956724.4	12.2	9.2	

PROJECT LIMITS: FROM NORTH OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD.

SUBSURFACE UTILITY ENGINEERING NOTES:

1. OWNERSHIP IS BASED UPON OBSERVING VISIBLE ABOVE GROUND UTILITY FEATURES, SUNSHINE 811 DIG TICKET, AND PROFESSIONAL JUDGEMENT. NO RECORDS RESEARCH WAS PERFORMED BY WGI, INC.

SURVEYOR'S NOTES:

1. SURVEY WAS PERFORMED BY WGI, INC.
2. VERTICAL INFORMATION IS RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
3. BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), ADJUSTMENT 2011.
4. PROJECT UNITS: U.S. SURVEY FEET.
5. THE SPECIFIC PURPOSE OF SURVEY IS TO DETERMINE THE HORIZONTAL AND VERTICAL LOCATION OF VACUUM TEST HOLES AS MARKED ON THE SURFACE BY THE SUBSURFACE UTILITY ENGINEERING DEPARTMENT OF WGI, INC.
6. WGI PROJECT #3527.10

JEFFREY C. COONER
LICENSE NUMBER
No. 4052
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THIS SPECIFIC PURPOSE SURVEY WAS MADE FOR THE PURPOSE OF SURVEYING, REFERENCING, DESCRIBING AND MAPPING THE VACUUM EXCAVATION. TEST HOLES, AS MARKED ON THE SURFACE AND SURVEYED BY WGI INC. AND THAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES. THIS MAP CONSISTING OF SHEET UTV-1 IS A TRUE, ACCURATE AND COMPLETED DEPICTION OF THE RESULTS OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON JUNE 3, 2021.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS SHEET ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

WGI INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL, 33411
JEFFREY C. COONER, PSM No. 4052

THE ABOVE NAMED PROFESSIONAL SURVEYOR & MAPPER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 5J-17.062, F.A.C

SHEET NO.	SHEET DESCRIPTION
UTV-1	VERIFIED UTILITY LOCATE SHEET

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

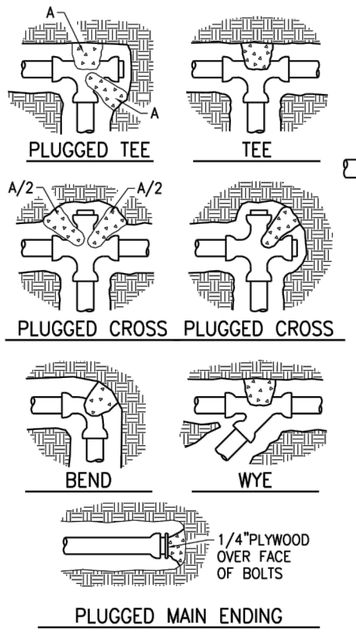
No.	Revision	By	Date

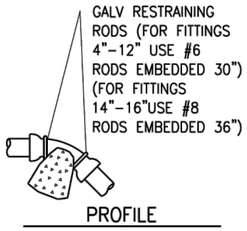
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
UTILITY LOCATION SHEET

Sheet: CU105
Of: 20

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VOLUME OF THRUST BLOCKS FOR VERTICAL BENDS IN CUBIC YARDS			
FITTING SIZE	BENDS		
	11-1/4°	22-1/2°	45°
4"	0.2	0.4	1.1
6"	0.4	1.0	2.7
8"	0.6	1.5	4.0
10"	0.9	2.3	6.0
12"	1.3	3.2	8.5
14"	1.8	4.3	11.5
16"	2.3	5.6	14.8

BEARING AREA OF THRUST BLOCKS IN SQ.FT. (HORIZONTAL FITTINGS)							
FITTING SIZE	BENDS			TEE,WYE PLUG,OR CAP	TEE (PLUGGED RUN		90 BEND OR PLUGGED CROSS
	11-1/4°	22-1/2°	45°		A1	A2	
4"			1.0	1.0	1.9	1.4	1.4
6"		1.0	1.6	2.1	4.3	3.0	3.0
8"	1.0	1.5	2.9	3.8	7.6	5.4	5.3
10"	1.2	2.4	4.6	5.9	11.8	8.4	8.4
12"	1.7	3.4	6.6	8.5	17.0	12.0	12.0
14"	2.3	4.6	8.9	11.5	23.0	16.3	16.3
16"	3.0	6.0	11.6	15.0	30.0	21.3	21.3
18"	3.8	7.6	14.6	19.0	38.0	27.0	27.0
20"	4.7	9.4	18.1	23.5	47.0	33.3	33.3
24"	6.8	13.6	26.2	34.0	68.0	48.0	48.0

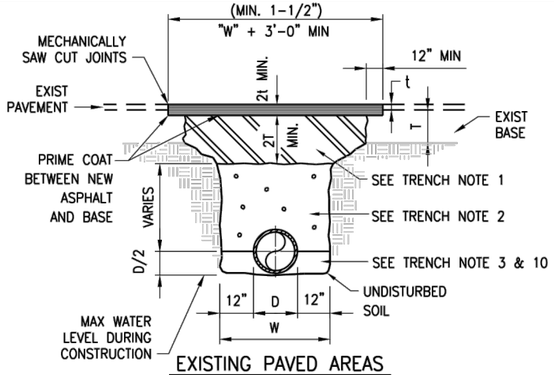
THRUST BLOCK NOTES

1) REQUIRED VOLUMES OR BEARING AREAS INDICATED AT FITTINGS ARE BASED UPON TEST PRESSURES OF 150 PSIG, 2,000 LBS/SF ALLOWABLE SOIL BEARING STRESS AND THE WEIGHT OF CONCRETE EQUAL TO 4050 LBS/CY.
2) BEARING AREAS OF THRUST BLOCKS SHALL NOT BE LESS THAN 1.0 SF.
3) KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES AND WRAP THE FITTING WITH VISQUEEN PRIOR TO PLACING CONCRETE.
4) BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON DRAWINGS SHALL TAKE PRECEDENCE OVER THIS STANDARD.
5) THRUST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESULTANT THRUSTS SHALL BE THE SAME AS HORIZONTAL BENDS.
6) COMPUTE BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS AT DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES WITH THE FOLLOWING EQUATION:
   BEARING AREA = (REQUIRED TEST PRESSURE/150 X (2,000/ACTUAL SOIL BEARING STRESS) X (TABLE VALUE)
7) COMPUTE VOLUMES OF CONCRETE FOR VERTICAL BENDS HAVING UPWARD RESULTANT THRUSTS AT DIFFERENT TEST PRESSURES WITH THE FOLLOWING EQUATION:
   VOLUME = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)

(THRUST BLOCKS ALLOWED AT LOCATIONS SHOWN ON DRAWINGS ONLY)

THRUST BLOCK NOTES AND DETAILS

FM01



1) PREPARE BASE SECTION, SAW CUT EXISTING PAVEMENT AS APPLICABLE. PRIME COAT, TACK COAT AND PLACE ASPHALT PATCH IMMEDIATELY FOLLOWING PIPE INSTALLATION.

   BASE MATERIAL SHALL BE TWICE THE THICKNESS OF EXISTING BASE MATERIAL, BUT IN NO CASE BE LESS THAN 12". BASE MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" AND COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
2) FILL PLACED IN 8" LIFTS COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
3) FILL COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
4) NATURAL TOP SOIL GRADED TO 1" TO 2" BELOW GRADE WHERE SOD IS REQUIRED.
5) FILL PLACED IN 12" LIFTS (LOOSE MEASURE), COMPACTED TO DENSITY EQUAL TO SURROUNDING MATERIAL BUT NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
6) EXCAVATIONS SHALL BE DEWATERED WHERE APPLICABLE TO ENABLE PIPE AND APPURTENANCES TO BE INSTALLED FREE OF WATER.
7) LIMEROCK BASE MATERIAL PER FDOT 911.
8) TYPE S-III ASPHALTIC CONCRETE SHALL BE AS SPECIFIED. PAVEMENT PATCH THICKNESS TO MATCH EXISTING PAVEMENT THICKNESS, BUT IN NO CASE LESS THAN 1-1/2".
9) OUTLINE OF TRENCH EXCAVATION IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL TRENCH WIDTH AND SHAPE WILL VARY WITH SOIL CONDITIONS. TRENCH EXCAVATION SHALL BE COMPLETED IN ACCORDANCE WITH THE "FLORIDA TRENCH SAFETY ACT" AND OSHA TRENCH EXCAVATION STANDARDS.
10) BEDDING MATERIAL FOR TYPICAL GRAVITY PIPE INSTALLATION AND ANY PIPE INSTALLATION WHERE UNSUITABLE TRENCH BOTTOM CONDITIONS ARE FOUND SHALL BE CRUSHED LIMEROCK (MAXIMUM SIZE 3/4"). BEDDING SHALL BE PLACED IN LIFTS NOT TO EXCEED 6" AND COMPACTED TO 98% OF THE MATERIAL'S MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557 (AASHTO T-180).
11) FINAL SURFACE RESTORATION REQUIREMENTS AND MATERIALS PER APPLICABLE RIGHT-OF-WAY AUTHORITY OR PER PARCEL REQUIREMENTS.

TYPICAL UTILITY TRENCH BACKFILL AND BEDDING

FM02

		MIN LENGTH TO BE RESTRAINED (FT) PER PIPE DIA.				
FITTING TYPE		4"	6"	8"	10"	12"
90° HORIZ. BEND		15	21	27	32	37
45° HORIZ. BEND		6	9	11	13	15
22-1/2° HORIZ. BEND		3	4	5	6	7
11-1/4° HORIZ. BEND		1	2	3	3	4
45° VERT. OFFSET	UPPER BEND	13	18	24	28	33
	LOWER BEND	7	6	7	9	10
22-1/2° VERT. OFFSET	UPPER BEND	6	9	11	14	16
	LOWER BEND	4	3	3	4	5
PLUG (DEAD END)		31	44	57	69	81
VALVE		31	44	57	69	81
4" x Ø" TEE	RUN	5	–	–	–	–
	BRANCH	9	–	–	–	–
6" x Ø" TEE	RUN	5	5	–	–	–
	BRANCH	1	21	–	–	–
8" x Ø" TEE	RUN	5	5	5	–	–
	BRANCH	1	14	34	–	–
10" x Ø" TEE	RUN	5	5	5	5	–
	BRANCH	1	5	28	45	–
12" x Ø" TEE	RUN	5	5	5	5	5
	BRANCH	1	1	21	40	57
6" x Ø" REDUCER	LARGE SIDE	23	–	–	–	–
8" x Ø" REDUCER	LARGE SIDE	41	24	–	–	–
10" x Ø" REDUCER	LARGE SIDE	56	42	23	–	–
12" x Ø" REDUCER	LARGE SIDE	70	59	43	40	–

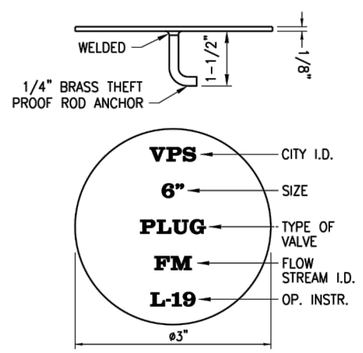
NOTES

1) RESTRAINT INFORMATION FOR DUCTILE IRON PIPE INSTALLATION.
2) MINIMUM LENGTH TO BE RESTRAINED BASED ON MINIMUM 2'-6" OF COVER, MAXIMUM TEST PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF 2. NOTIFY ENGINEER OF ANY DISCREPANCY THAT REQUIRES CLARIFICATION.
3) MINIMUM NUMBER OF JOINTS TO BE RESTRAINED SHALL BE ALL JOINTS WITHIN MINIMUM LENGTH GIVEN BY TABLE.
4) MINIMUM LENGTH TO BE RESTRAINED IS MEASURED IN FEET FROM FITTING OR VALVE.
5) ALL JOINTS BETWEEN UPPER AND LOWER OFFSET BENDS SHALL BE RESTRAINED.
6) ALL JOINTS BETWEEN LOWER BENDS OF CONFLICT CROSSINGS SHALL BE RESTRAINED.
7) RESTRAINED LENGTHS FOR REDUCERS ARE ON LARGE DIAMETER SIDE.
8) RUN RESTRAINT FOR TEES IS UPSTREAM AND DOWNSTREAM.
9) RESTRAINT LENGTHS FOR VALVES ARE REQUIRED UPSTREAM AND DOWNSTREAM.
10) NOTIFY THE ENGINEER IF ATTACHED LENGTH OF PIPE IN EACH DIRECTION ALONG THE RUN OF THE TEE IS SIGNIFICANTLY GREATER THAN 5.0' (LENGTH SHALL NOT BE LESS THAN 5.0'). THE MINIMUM LENGTH OF A BRANCH OF A TEE TO BE RESTRAINED AS SHOWN IN THE ABOVE TABLE IS CALCULATED ASSUMING THE LENGTH OF ATTACHED PIPE ALONG THE RUN OF TEE IN EACH DIRECTION IS 5.0'.
11) JOINT RESTRAINTS SHALL BE AS SPECIFIED.
12) COMPUTE LENGTHS TO BE RESTRAINED AT TEST PRESSURES OTHER THAN 150PSI WITH THE FOLLOWING EQUATION:
    LENGTH = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)
13) IF DEPTH OF COVER IS LESS THAN 2'-6" RESTRAIN ALL JOINTS PER SPECIFICATIONS.

DUCTILE IRON THRUST RESTRAINT TABLE

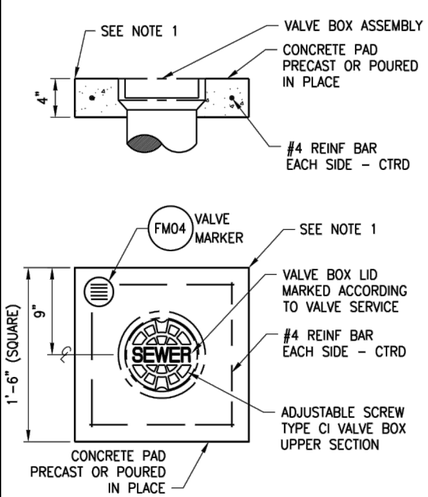
FM03

NOTES:
1) TOP OF BRASS MARKER MUST BE FLUSH WITH SURROUNDING SURFACE AND NOT CREATE A 1/8" TRIPPING HAZARD.
2) FLOW STREAM I.D.'S:
   WM = WATER MAIN
   FM = FORCE MAIN



VALVE MARKER

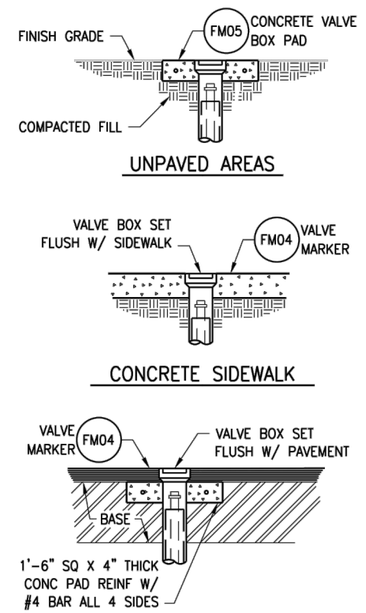
FM04



NOTES:
1. UTILIZE 3/8" RADIUS TOOLED EDGES IF PAD IS LOCATED IN UNPAVED AREAS.

CONCRETE VALVE BOX PAD

FM05



VALVE BOX SETTINGS

FM06

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI. WGInc.com
7035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date

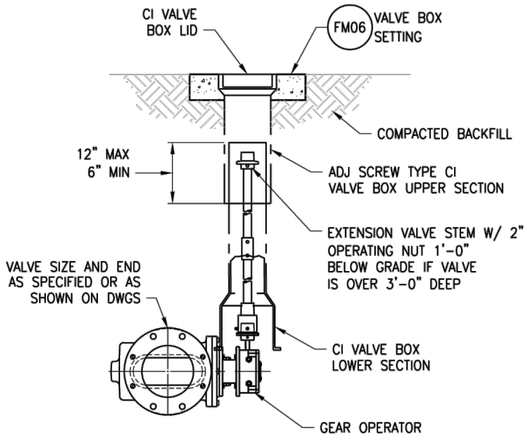
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
WASTEWATER DETAILS

Sheet: C700
Of: 20
Project No.: 3527.10

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PLUG VALVE W/ GEAR OPERATOR

FM07

NOTES

1) WHERE POSSIBLE AND MINIMUM COVER CAN BE MAINTAINED, WATER MAIN SHALL CROSS OVER CONFLICT UTILITY AS PER STANDARD SEPARATION STATEMENT.

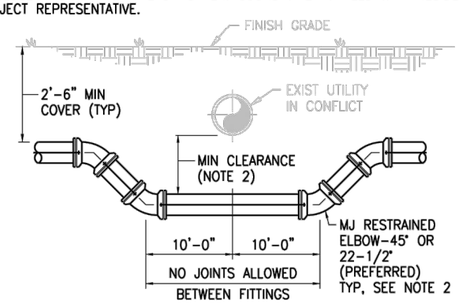
2) MINIMUM CLEARANCES SHALL BE AS FOLLOWS :

EXISTING UTILITY	MINIMUM CLEARANCE
SANITARY SEWER OR FORCE MAIN	18"
STORM SEWER	18"
OTHER UTILITIES	6"

3) ALL JOINTS OF CROSSING SHALL BE RESTRAINED INCLUDING ALL PIPE JOINTS UPSTREAM AND DOWNSTREAM OF UPPER BENDS AS PER DETAIL 105

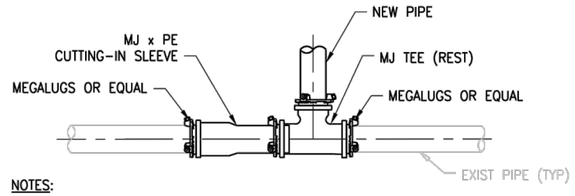
4) PIPE JOINTS MAY BE DEFLECTED AS AN ALTERNATIVE TO FITTINGS AT CONTRACTORS DISCRETION. DO NOT EXCEED PIPE MANUFACTURERS SPECIFIED MAXIMUM DEFLECTION.

5) DETAIL MAY BE MODIFIED IN FIELD WHERE TWO (2) OR MORE UTILITY CONFLICTS ARE IN CLOSE PROXIMITY WITH EACH OTHER. COORDINATE IN FIELD WITH RESIDENT PROJECT REPRESENTATIVE.



UTILITY CROSSING

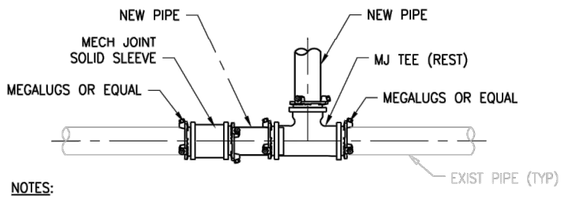
FM08



NOTES:

1) MEGALUGS OR EQUAL ARE REQUIRED THROUGHOUT THE ASSEMBLY.

CUT-IN CONNECTION (DUCTILE IRON MJ </= 12")



NOTES:

1) MEGALUGS OR EQUAL ARE REQUIRED THROUGHOUT THE ASSEMBLY.

CUT-IN CONNECTION (DUCTILE IRON MJ > 14")

CUT-IN CONNECTION

FM09

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561.687.2220 CERT NO: 6091
WGI. WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

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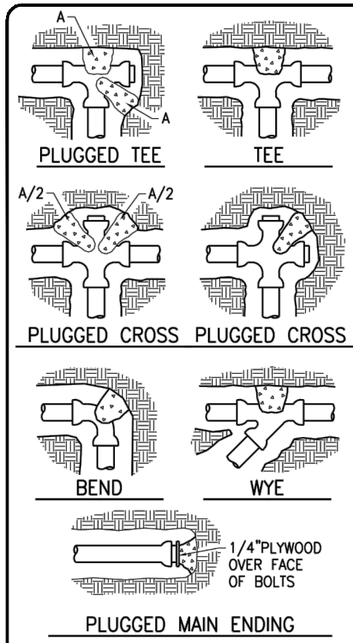
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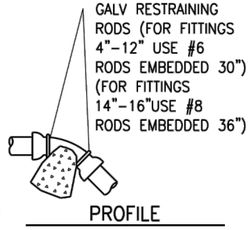
CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

WASTEWATER DETAILS

Sheet: C701
Of: 20
Project No.: 3527.10





VOLUME OF THRUST BLOCKS FOR VERTICAL BENDS IN CUBIC YARDS			
FITTING SIZE	BENDS		
	11-1/4°	22-1/2°	45°
4"	0.2	0.4	1.1
6"	0.4	1.0	2.7
8"	0.6	1.5	4.0
10"	0.9	2.3	6.0
12"	1.3	3.2	8.5
14"	1.8	4.3	11.5
16"	2.3	5.6	14.8

BEARING AREA OF THRUST BLOCKS IN SQ.FT. (HORIZONTAL FITTINGS)							
FITTING SIZE	BENDS			TEE,WYE PLUG,OR CAP	TEE (PLUGGED RUN		90 BEND OR PLUGGED CROSS
	11-1/4°	22-1/2°	45°		A1	A2	
4"			1.0	1.0	1.9	1.4	1.4
6"		1.0	1.6	2.1	4.3	3.0	3.0
8"	1.0	1.5	2.9	3.8	7.6	5.4	5.3
10"	1.2	2.4	4.6	5.9	11.8	8.4	8.4
12"	1.7	3.4	6.6	8.5	17.0	12.0	12.0
14"	2.3	4.6	8.9	11.5	23.0	16.3	16.3
16"	3.0	6.0	11.6	15.0	30.0	21.3	21.3
18"	3.8	7.6	14.6	19.0	38.0	27.0	27.0
20"	4.7	9.4	18.1	23.5	47.0	33.3	33.3
24"	6.8	13.6	26.2	34.0	68.0	48.0	48.0

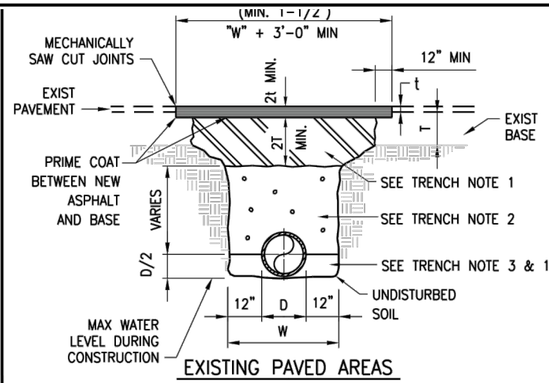
THRUST BLOCK NOTES

1) REQUIRED VOLUMES OR BEARING AREAS INDICATED AT FITTINGS ARE BASED UPON TEST PRESSURES OF 150 PSIG, 2,000 LBS/SF ALLOWABLE SOIL BEARING STRESS AND THE WEIGHT OF CONCRETE EQUAL TO 4050 LBS/CY.
2) BEARING AREAS OF THRUST BLOCKS SHALL NOT BE LESS THAN 1.0 SF.
3) KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES AND WRAP THE FITTING WITH VISQUEEN PRIOR TO PLACING CONCRETE.
4) BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON DRAWINGS SHALL TAKE PRECEDENCE OVER THIS STANDARD.
5) THRUST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESULTANT THRUSTS SHALL BE THE SAME AS HORIZONTAL BENDS.
6) COMPUTE BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS AT DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES WITH THE FOLLOWING EQUATION:
   BEARING AREA = (REQUIRED TEST PRESSURE/150 X (2,000/ACTUAL SOIL BEARING STRESS) X (TABLE VALUE)
7) COMPUTE VOLUMES OF CONCRETE FOR VERTICAL BENDS HAVING UPWARD RESULTANT THRUSTS AT DIFFERENT TEST PRESSURES WITH THE FOLLOWING EQUATION:
   VOLUME = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)

(THRUST BLOCKS ALLOWED AT LOCATIONS SHOWN ON DRAWINGS ONLY)

THRUST BLOCK NOTES AND DETAILS

WM01



1) PREPARE BASE SECTION, SAW CUT EXISTING PAVEMENT AS APPLICABLE. PRIME COAT, TACK COAT AND PLACE ASPHALT PATCH IMMEDIATELY FOLLOWING PIPE INSTALLATION.

   BASE MATERIAL SHALL BE TWICE THE THICKNESS OF EXISTING BASE MATERIAL, BUT IN NO CASE BE LESS THAN 12". BASE MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" AND COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
2) FILL PLACED IN 8" LIFTS COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
3) FILL COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
4) NATURAL TOP SOIL GRADED TO 1" TO 2" BELOW GRADE WHERE SOD IS REQUIRED.
5) FILL PLACED IN 12" LIFTS (LOOSE MEASURE), COMPACTED TO DENSITY EQUAL TO SURROUNDING MATERIAL BUT NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
6) EXCAVATIONS SHALL BE DEWATERED WHERE APPLICABLE TO ENABLE PIPE AND APPURTENANCES TO BE INSTALLED FREE OF WATER.
7) LIMEROCK BASE MATERIAL PER FDOT 911.
8) TYPE S-III ASPHALTIC CONCRETE SHALL BE AS SPECIFIED. PAVEMENT PATCH THICKNESS TO MATCH EXISTING PAVEMENT THICKNESS, BUT IN NO CASE LESS THAN 1-1/2".
9) OUTLINE OF TRENCH EXCAVATION IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL TRENCH WIDTH AND SHAPE WILL VARY WITH SOIL CONDITIONS. TRENCH EXCAVATION SHALL BE COMPLETED IN ACCORDANCE WITH THE "FLORIDA TRENCH SAFETY ACT" AND OSHA TRENCH EXCAVATION STANDARDS.
10) BEDDING MATERIAL FOR TYPICAL GRAVITY PIPE INSTALLATION AND ANY PIPE INSTALLATION WHERE UNSUITABLE TRENCH BOTTOM CONDITIONS ARE FOUND SHALL BE CRUSHED LIMEROCK (MAXIMUM SIZE 3/4"). BEDDING SHALL BE PLACED IN LIFTS NOT TO EXCEED 6" AND COMPACTED TO 98% OF THE MATERIAL'S MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557 (AASHTO T-180).
11) FINAL SURFACE RESTORATION REQUIREMENTS AND MATERIALS PER APPLICABLE RIGHT-OF-WAY AUTHORITY OR PER PARCEL REQUIREMENTS.

TYPICAL UTILITY TRENCH BACKFILL AND BEDDING

WM02

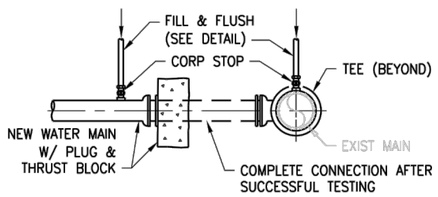
		MIN LENGTH TO BE RESTRAINED (FT) PER PIPE DIA.				
FITTING TYPE		4"	6"	8"	10"	12"
90° HORIZ. BEND		15	21	27	32	37
45° HORIZ. BEND		6	9	11	13	15
22-1/2° HORIZ. BEND		3	4	5	6	7
11-1/4° HORIZ. BEND		1	2	3	3	4
45° VERT. OFFSET	UPPER BEND	13	18	24	28	33
	LOWER BEND	7	6	7	9	10
22-1/2° VERT. OFFSET	UPPER BEND	6	9	11	14	16
	LOWER BEND	4	3	3	4	5
PLUG (DEAD END)		31	44	57	69	81
VALVE		31	44	57	69	81
4" x Ø" TEE	RUN	5	–	–	–	–
	BRANCH	9	–	–	–	–
6" x Ø" TEE	RUN	5	5	–	–	–
	BRANCH	1	21	–	–	–
8" x Ø" TEE	RUN	5	5	5	–	–
	BRANCH	1	14	34	–	–
10" x Ø" TEE	RUN	5	5	5	5	–
	BRANCH	1	5	28	45	–
12" x Ø" TEE	RUN	5	5	5	5	5
	BRANCH	1	1	21	40	57
6" x Ø" REDUCER	LARGE SIDE	23	–	–	–	–
8" x Ø" REDUCER	LARGE SIDE	41	24	–	–	–
10" x Ø" REDUCER	LARGE SIDE	56	42	23	–	–
12" x Ø" REDUCER	LARGE SIDE	70	59	43	40	–

NOTES

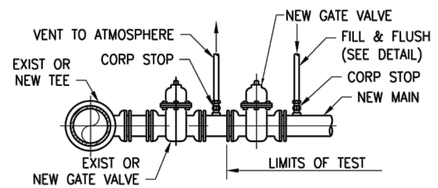
1) RESTRAINT INFORMATION FOR DUCTILE IRON PIPE INSTALLATION.
2) MINIMUM LENGTH TO BE RESTRAINED BASED ON MINIMUM 2'-6" OF COVER, MAXIMUM TEST PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF 2. NOTIFY ENGINEER OF ANY DISCREPANCY THAT REQUIRES CLARIFICATION.
3) MINIMUM NUMBER OF JOINTS TO BE RESTRAINED SHALL BE ALL JOINTS WITHIN MINIMUM LENGTH GIVEN BY TABLE.
4) MINIMUM LENGTH TO BE RESTRAINED IS MEASURED IN FEET FROM FITTING OR VALVE.
5) ALL JOINTS BETWEEN UPPER AND LOWER OFFSET BENDS SHALL BE RESTRAINED.
6) ALL JOINTS BETWEEN LOWER BENDS OF CONFLICT CROSSINGS SHALL BE RESTRAINED.
7) RESTRAINED LENGTHS FOR REDUCERS ARE ON LARGE DIAMETER SIDE.
8) RUN RESTRAINT FOR TEES IS UPSTREAM AND DOWNSTREAM.
9) RESTRAINT LENGTHS FOR VALVES ARE REQUIRED UPSTREAM AND DOWNSTREAM.
10) NOTIFY THE ENGINEER IF ATTACHED LENGTH OF PIPE IN EACH DIRECTION ALONG THE RUN OF THE TEE IS SIGNIFICANTLY GREATER THAN 5.0' (LENGTH SHALL NOT BE LESS THAN 5.0'). THE MINIMUM LENGTH OF A BRANCH OF A TEE TO BE RESTRAINED AS SHOWN IN THE ABOVE TABLE IS CALCULATED ASSUMING THE LENGTH OF ATTACHED PIPE ALONG THE RUN OF TEE IN EACH DIRECTION IS 5.0'.
11) JOINT RESTRAINTS SHALL BE AS SPECIFIED.
12) COMPUTE LENGTHS TO BE RESTRAINED AT TEST PRESSURES OTHER THAN 150PSI WITH THE FOLLOWING EQUATION:
    LENGTH = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)
13) IF DEPTH OF COVER IS LESS THAN 2'-6" RESTRAIN ALL JOINTS PER SPECIFICATIONS.

DUCTILE IRON THRUST RESTRAINT TABLE

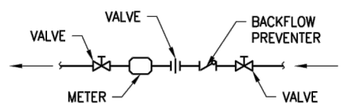
WM03



METHOD "A"



METHOD "B"



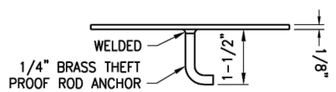
FLUSH / FILL LINE DETAIL

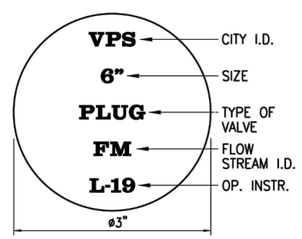
NOTES:
1) REMOVE TEMPORARY CONNECTION AT CORP STOP ON EXIST MAIN AFTER FILLING & FLUSHING NEW LINE.
2) DO NOT REMOVE TEMPORARY CONNECTION AT CORP STOP ON NEW MAIN UNTIL ALL TESTS ARE COMPLETE.
3) METHOD "B" IS PREFERRED METHOD AND WILL BE REQUIRED FOR ALL CONNECTIONS UNLESS EXISTING CONDITIONS DICTATE OTHERWISE.
4) PROVIDE ALL NECESSARY THRUST BLOCKS OR RESTRAINTS.
5) COMPLY WITH PERMIT REQUIREMENTS.

FILL & FLUSH CONNECTIONS

WM04

NOTES:
1) TOP OF BRASS MARKER MUST BE FLUSH WITH SURROUNDING SURFACE AND NOT CREATE A 1/8" TRIPPING HAZARD.
2) FLOW STREAM I.D.'S:
   WM = WATER MAIN
   FM = FORCE MAIN





VALVE MARKER

WM05

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date

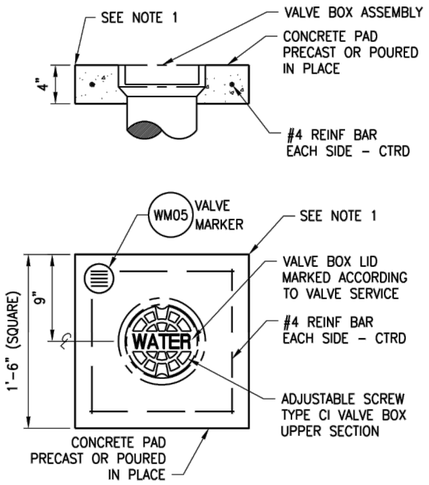
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
WATER DETAILS

Sheet: C800
Of: 20
Project No.: 3527.10

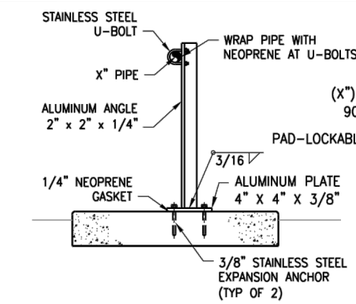
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NOTES:
1. UTILIZE 3/8" RADIUS TOOLED EDGES IF PAD IS LOCATED IN UNPAVED AREAS.

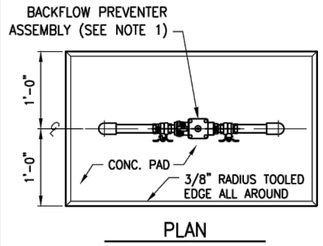
CONCRETE VALVE BOX PAD

WM06

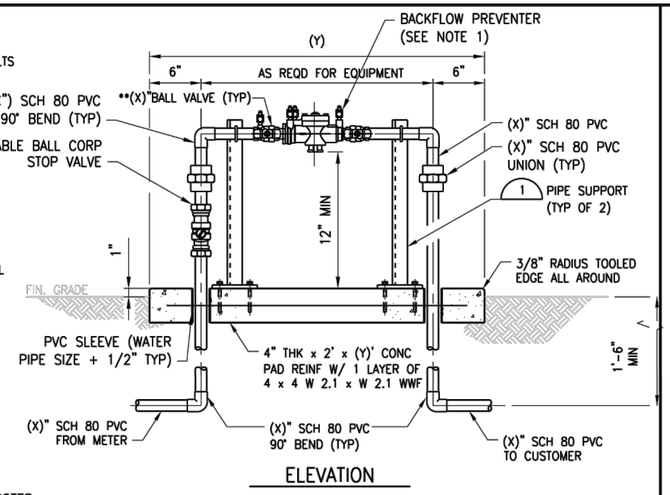


DETAIL 1

SCALE: NTS



PLAN

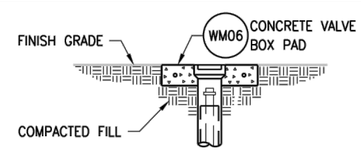


ELEVATION

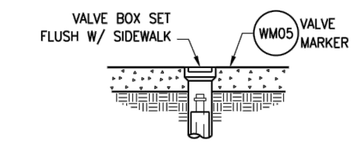
NOTES:
1. BACKFLOW PREVENTER SHALL BE RPZ TYPE AS SPECIFICED AND USC APPROVED.
2. ** PROVIDED BY BACKFLOW MANUFACTURER.
3. (X)" = SERVICE SIZE 1" THROUGH 2".
4. EXPOSED PVC PIPE SHALL BE PAINTED PER STANDARD SPECIFICATIONS.
5. CONTRACTOR TO SECURE PLUMBING PERMIT WITH THE LOCAL BUILDING DEPARTMENT.

BACKFLOW PREVENTER 1" – 2"(R.P.Z. TYPE)

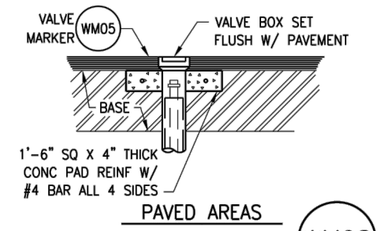
WM07



UNPAVED AREAS



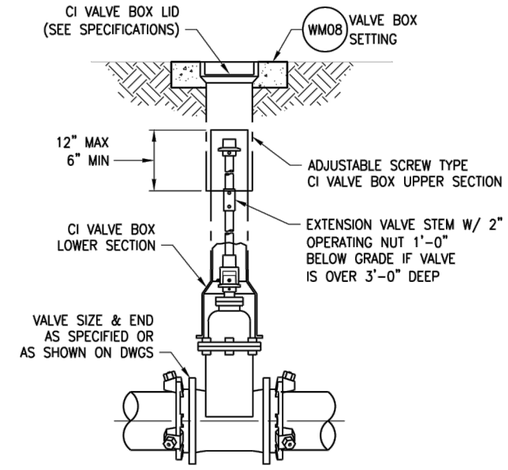
CONCRETE SIDEWALK



PAVED AREAS

VALVE BOX SETTINGS

WM08



GATE VALVE SETTING

WM09

NOTES

1) WHERE POSSIBLE AND MINIMUM COVER CAN BE MAINTAINED, WATER MAIN SHALL CROSS OVER CONFLICT UTILITY AS PER STANDARD SEPARATION STATEMENT.

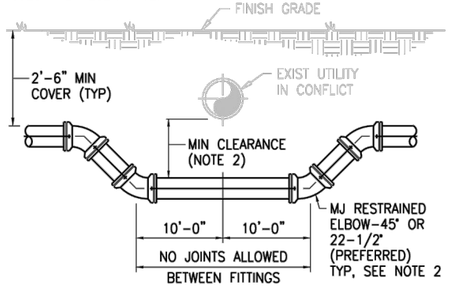
2) MINIMUM CLEARANCES SHALL BE AS FOLLOWS :

EXISTING UTILITY	MINIMUM CLEARANCE
SANITARY SEWER OR FORCE MAIN	18"
STORM SEWER	18"
OTHER UTILITIES	6"

3) ALL JOINTS OF CROSSING SHALL BE RESTRAINED INCLUDING ALL PIPE JOINTS UPSTREAM AND DOWNSTREAM OF UPPER BENDS AS PER DETAIL 105

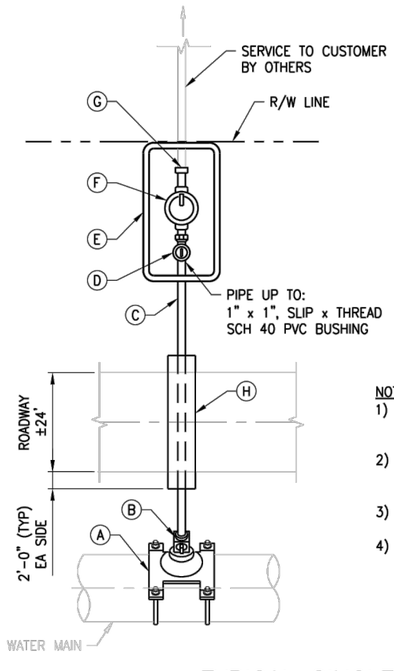
4) PIPE JOINTS MAY BE DEFLECTED AS AN ALTERNATIVE TO FITTINGS AT CONTRACTORS DISCRETION. DO NOT EXCEED PIPE MANUFACTURERS SPECIFIED MAXIMUM DEFLECTION.

5) DETAIL MAY BE MODIFIED IN FIELD WHERE TWO (2) OR MORE UTILITY CONFLICTS ARE IN CLOSE PROXIMITY WITH EACH OTHER. COORDINATE IN FIELD WITH RESIDENT PROJECT REPRESENTATIVE.



UTILITY CROSSING

WM10



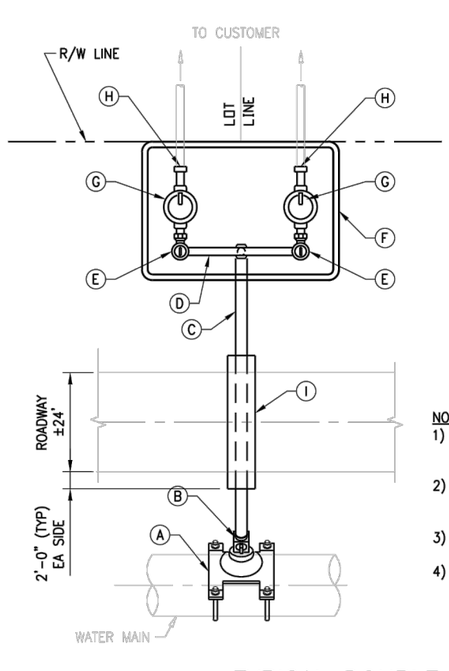
LEGEND

- (A) MAIN X 1" CC TAP DOUBLE BALE SERVICE SADDLE, SMITH BLAIR 313
- (B) 1" CORPORATION STOP, FORD F1000-4-Q-NL
- (C) 1" AWWA C901, SDR9, PE 4710, BLUE POLY PIPE, 250 PSI
- (D) KEYED METER STOP 5/8" CTS COMPRESSION X 5/8", FORD BA43-242W
- (E) NDS SINGLE 12" STANDARD BOX, #D1200 B/O W/ SINGLE PLASTIC LID AND CAST IRON READER # D1200
- (F) 5/8" MASTER METER MODEL #BL05. (PROVIDED/INSTALLED BY VILLAGE)
- (G) 5/8" x 3/4" METER TAIL AND 3/4" SCH 40 PVC FEMALE ADAPTER. (PROVIDED/INSTALLED BY VILLAGE)
- (H) 3" SCH 40 PVC CASING, PVC CASING REQ FOR ALL SERVICES INSTALLED IN PAVED AREAS. MINIMUM LENGTH OF CASING SHALL BE WIDTH OF PAVEMENT + 2' ON EACH END.

NOTES:
1) LOCATION OF WATER SERVICES SHALL BE DETERMINED IN THE FIELD BY OWNER OR RESIDENT PROJECT REPRESENTATIVE.
2) SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE 18" CENTERS (MIN).
3) MINIMUM COVER FOR SERVICE LINES SHALL BE 2'-0".
4) ALL BRASS COMPONENTS THAT COME IN CONTACT WITH POTABLE WATER SHALL MEET NSF/ANSI STANDARD 61, ANNEX G AND/OR NSF/ANSI STANDARD 372 AS APPLICABLE. BRASS ALLOY SHALL NOT CONTAIN MORE THAN 0.25% LEAD BY WEIGHT.

TYPICAL SINGLE WATER SERVICE

WM11



LEGEND

- (A) MAIN X 1" CC TAP DOUBLE BALE SERVICE SADDLE, SMITH BLAIR 313
- (B) 1" CORPORATION STOP, FORD F1000-4-Q-NL
- (C) 1" AWWA C901, SDR9, PE 4710, BLUE POLY PIPE, 250 PSI
- (D) 1" U-BRANCH CONNECTOR CTS COMPRESSION INLET MNPT OUTLET, FORD U48-43-NL
- (E) 5/8" x 3/4" ANGLE CORP STOP, FORD #AV-13-332W-NL
- (F) CARSON DUAL 12" BODY PLASTIC 012-12, BLACK W/ CARSON FLUSH COVER DUAL LID CAST IRON READER #012-6
- (G) 5/8" MASTER METER MODEL #BL05. (PROVIDED/INSTALLED BY VILLAGE)
- (H) 5/8" x 3/4" METER TAIL AND 3/4" SCH 40 PVC FEMALE ADAPTER. (PROVIDED/INSTALLED BY VILLAGE)
- (I) 3" SCH 40 PVC CASING, PVC CASING REQ FOR ALL SERVICES INSTALLED IN PAVED AREAS. MINIMUM LENGTH OF CASING SHALL BE WIDTH OF PAVEMENT + 2' ON EACH END.

NOTES:
1) LOCATION OF WATER SERVICES SHALL BE DETERMINED IN THE FIELD BY OWNER OR RESIDENT PROJECT REPRESENTATIVE.
2) SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE 18" CENTERS (MIN).
3) MINIMUM COVER FOR SERVICE LINES SHALL BE 2'-0".
4) ALL BRASS COMPONENTS THAT COME IN CONTACT WITH POTABLE WATER SHALL MEET NSF/ANSI STANDARD 61, ANNEX G AND/OR NSF/ANSI STANDARD 372 AS APPLICABLE. BRASS ALLOY SHALL NOT CONTAIN MORE THAN 0.25% LEAD BY WEIGHT.

TYPICAL DOUBLE WATER SERVICE

WM12

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date

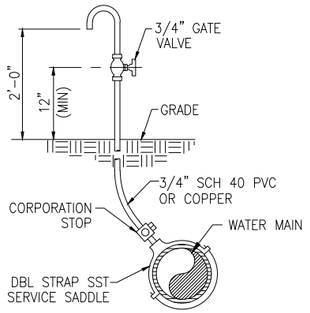
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
WATER DETAILS

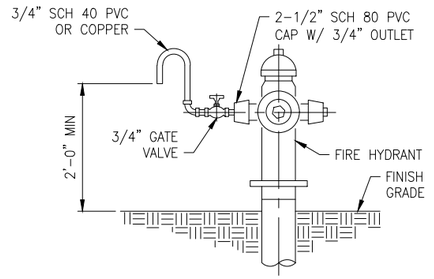
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Project No.: 3527.10

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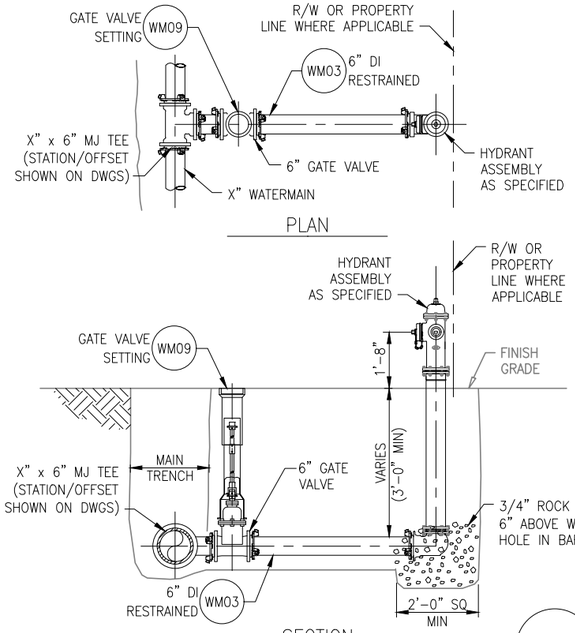
TEMPORARY SAMPLE POINT

WM13



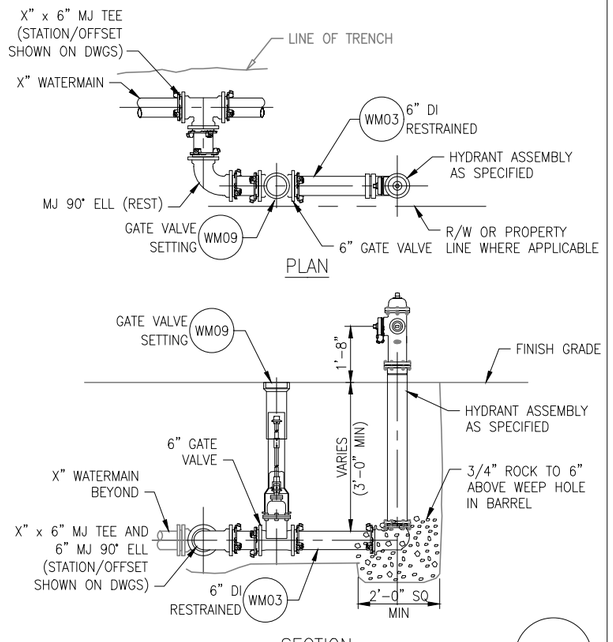
SAMPLE POINT (FIRE HYDRANT)

WM14



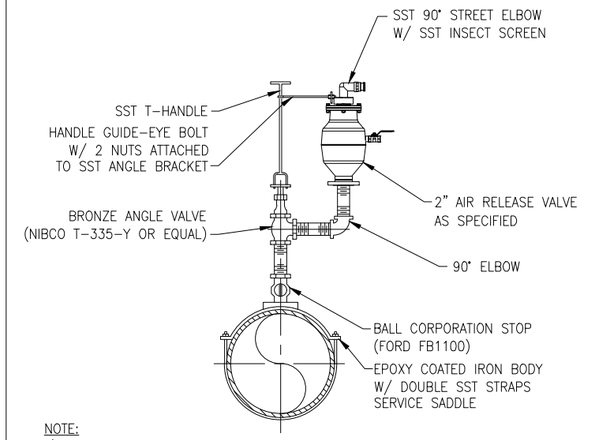
FIRE HYDRANT (STANDARD)

WM15



FIRE HYDRANT (PARALLEL)

WM16

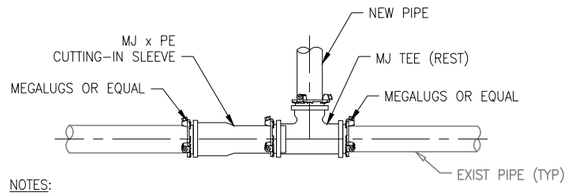


NOTE:

1) CORP STOP, ANGLE VALVE, PIPING AND ETC TO MATCH AIR RELEASE VALVE DIAMETER. WHERE HEIGHT IS AN ISSUE UTILIZE H-TEC UNIVERSAL PIPE SADDLE MODEL 391.
2) ALL CONNECTING PIPING AND FITTINGS SHALL BE SCH 40S 304 SST.
3) ARV SHALL BE H-TEC MODEL 986 OR EQUAL.

AUTOMATIC AIR RELIEF (MOUNT ABOVE PIPE)

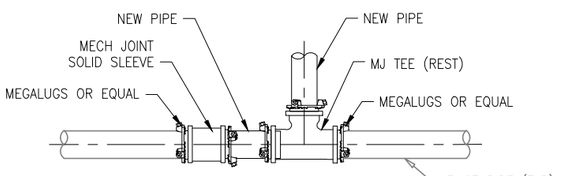
WM17



NOTES:

1) MEGALUGS OR EQUAL ARE REQUIRED THROUGHOUT THE ASSEMBLY.

CUT-IN CONNECTION (DUCTILE IRON MJ </= 12")



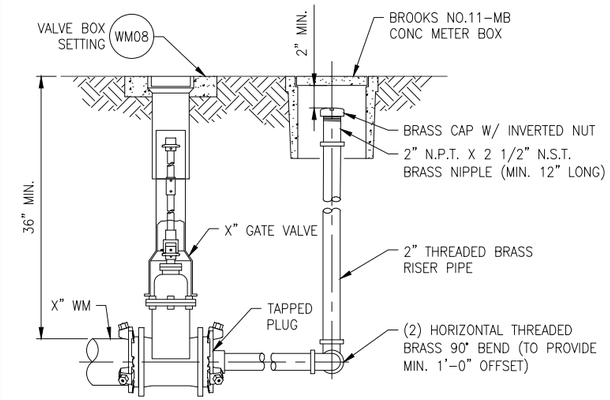
NOTES:

1) MEGALUGS OR EQUAL ARE REQUIRED THROUGHOUT THE ASSEMBLY.

CUT-IN CONNECTION (DUCTILE IRON MJ > 14")

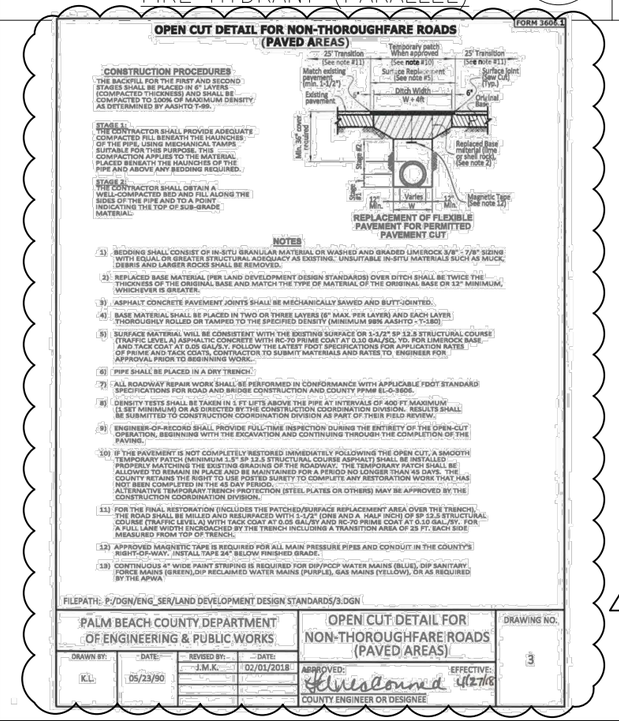
CUT-IN CONNECTION

WM18



2" TERMINAL BLOWOFF

WM19



OPEN CUT DETAIL FOR NON-THOROUGHFARE ROADS (PAVED AREAS) FORM 3605.1

CONSTRUCTION PROCEDURES

THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LAYERS, COMPACTED THOROUGHLY AND SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

STAGE 1:
THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS. SPECIAL CARE SHALL BE GIVEN TO COMPACTION APPLIED TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:
THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.

25' Transition (See note #11) | Temporary patch When approved (See note #10) | 25' Transition (See note #11)
Match existing pavement (min. 1-1/2") | Sun'ce Replacement (See note #5) | Surface Joint (Saw Cut) (Typ.)
Existing pavement | Ditch Width W = 4ft | 6" | Original Base
Min. 6" Embankment | Base #2 | Replaced Base material (Same or shell rock) (See note 2)
Base #1 | 12" Min. | Varies W | 12" Min. | Magnetic Tape (See note 12)

REPLACEMENT OF FLEXIBLE PAVEMENT FOR PERMITTED PAVEMENT CUT

NOTES

1) BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2) REPLACED BASE MATERIAL (PER LAND DEVELOPMENT DESIGN STANDARDS) OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE AND MATCH THE TYPE OF MATERIAL OF THE ORIGINAL BASE OR 12" MINIMUM, WHICHEVER IS GREATER.
3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
4) BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY (MINIMUM 98% AASHTO - T-180).
5) SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE OR 1-1/2" SP 12.5 STRUCTURAL COURSE (TRAFFIC LEVEL A) ASPHALTIC CONCRETE WITH RC-70 PRIME COAT AT 0.10 GAL/SQ.YD. FOR LIMEROCK BASE AND TACK COAT AT 0.05 GAL/S.Y. FOLLOW THE LATEST FDOT SPECIFICATIONS FOR APPLICATION RATES OF PRIME AND TACK COATS. CONTRACTOR TO SUBMIT MATERIALS AND RATES TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK.
6) PIPE SHALL BE PLACED IN A DRY TRENCH.
7) ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND COUNTY PPM# EL-G-3605.
8) DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 400 FT MAXIMUM (1 SET MINIMUM) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION DIVISION AS PART OF THEIR FIELD REVIEW.
9) ENGINEER-OF-RECORD SHALL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.
10) IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 1.5" SP 12.5 STRUCTURAL COURSE ASPHALT) SHALL BE INSTALLED PROPERLY MATCHING THE EXISTING GRADING OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE MAINTAINED IN A SAFE CONDITION FOR ALL TRAFFIC UNTIL THE PERMANENT REPAIR IS MADE. THE COUNTY RETAINS THE RIGHT TO USE PORTED SURVEY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 45 DAY PERIOD. ALTERNATIVE TEMPORARY TRENCH PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE CONSTRUCTION COORDINATION DIVISION.
11) FOR THE FINAL RESTORATION (INCLUDES THE PATCHED/SURFACE REPLACEMENT AREA OVER THE TRENCH), THE ROAD SHALL BE MILLED AND RESURFACED WITH 1-1/2" (ONE AND A HALF INCH) OF SP 12.5 STRUCTURAL COURSE (TRAFFIC LEVEL A) WITH TACK COAT AT 0.05 GAL/SY AND RC-70 PRIME COAT AT 0.10 GAL./SY. FOR A FULL LANE WIDTH ENCROACHED BY THE TRENCH INCLUDING A TRANSITION AREA OF 25 FT. EACH SIDE MEASURED FROM TOP OF TRENCH.
12) APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
13) CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SANITARY FORCE MAINS (GREEN),DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA

FILEPATH: P:/DGN/ENG_SER/LAND DEVELOPMENT DESIGN STANDARDS/3.DGN

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS		OPEN CUT DETAIL FOR NON-THOROUGHFARE ROADS (PAVED AREAS)		DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:	3
K.L.	05/23/90	J.M.K.	02/01/2018	
		APPROVED: COUNTY ENGINEER OR DESIGNEE	EFFECTIVE: 4/27/18	

2

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI WGinc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date
2	ADDENDUM #2	CJH	12/6/21

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
WATER DETAILS

Sheet: C802
Of: 20
Project No.: 3527.10

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LIST OF FREQUENTLY USED ABBREVIATIONS

AASHTO	-	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ACI	-	AMERICAN CONCRETE INSTITUTE
AISC	-	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ANSI	-	AMERICAN NATIONAL STANDARDS INSTITUTE
ASCE	-	AMERICAN SOCIETY OF CIVIL ENGINEERS
ASD	-	ALLOWABLE STRESS DESIGN
ASTM	-	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWS	-	AMERICAN WELDING SOCIETY
B/L, ℄	-	BASELINE
CAP	-	CORRUGATED ALUMINUM PIPE
CIP	-	CAST-IN-PLACE
C/L, ℄	-	CENTERLINE
CLF	-	CHAIN LINK FENCE
CLR	-	CLEAR
CMP	-	CORRUGATED METAL PIPE
CONC.	-	CONCRETE
CONT.	-	CONTINUOUS
CPP	-	CORRUGATED PLASTIC PIPE
DFT	-	DRY FILM THICKNESS
DIA., Ø	-	DIAMETER
DIP	-	DUCTILE IRON PIPE
EL., ELEV.	-	ELEVATION
EMBED	-	EMBEDMENT
EOW	-	EDGE OF WATER
EQ.	-	EQUIVALENT
EX., EXIST.	-	EXISTING
FBC	-	FLORIDA BUILDING CODE
FDOT	-	FLORIDA DEPARTMENT OF TRANSPORTATION
FIN. FL.	-	FINISH FLOOR
FOC	-	FIBER OPTIC CABLE
FT	-	FOOT
GALV.	-	GALVANIZED
GR	-	GRADE
INV.	-	INVERT
KSI	-	KILOPOUNDS PER SQUARE INCH
L.A.E.	-	LIMITED ACCESS EASEMENT
LB(S)	-	POUND(S)
LF	-	LINEAR FEET
LT	-	LEFT
LRFD	-	LOAD RESISTANCE FACTOR DESIGN
LWDD	-	LAKE WORTH DRAINAGE DISTRICT
MAX.	-	MAXIMUM
MIN.	-	MINIMUM
NAVD '88	-	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD '29	-	NATIONAL GEODETIC VERTICAL DATUM OF 1929
NTS	-	NOT TO SCALE
O.C.	-	ON CENTER
OHW	-	OVERHEAD WIRE
O.R.B.	-	OFFICIAL RECORD BOOK
P.B.	-	PLAT BOOK
PBCR	-	PALM BEACH COUNTY RECORDS
PCF	-	PER CUBIC FOOT
PCI	-	PER CUBIC INCH
PG.	-	PAGE
PL, ₹	-	PLATE
PSF	-	PER SQUARE FOOT
PSI	-	PER SQUARE INCH
PVC	-	POLYVINYL CHLORIDE
RCP	-	REINFORCED CONCRETE PIPE
RDWY	-	ROADWAY
RT	-	RIGHT
R/W	-	RIGHT OF WAY
SEC.	-	SECONDS
SDWK	-	SIDEWALK
SFWMD	-	SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SHLD	-	SHOULDER
SIM.	-	SIMILAR
SPA	-	SPACING, SPACES
STA.	-	STATION
TOB	-	TOP OF BANK
T.O.N.	-	TOP OF NUT
T.O.P.	-	TOP OF PIPE
TYP	-	TYPICAL
U.E.	-	UTILITY EASEMENT
ULT	-	ULTIMATE
UON	-	UNLESS OTHERWISE NOTED
VAR	-	VARIES
WSE	-	WATER AND/OR SANITARY EASEMENT

NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

Sunshine811

GENERAL SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2021 EDITION).

DESIGN SPECIFICATIONS:

1. 8th EDITION OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS WITH CURRENT INTERIMS.
2. 2021 EDITION OF THE FDOT STRUCTURE DESIGN MANUAL WITH CURRENT INTERIMS.

DESIGN METHOD:

ALL ELEMENTS WERE DESIGNED USING THE LRFD (LOAD AND RESISTANCE FACTOR DESIGN).

CONCRETE:

CONCRETE TO BE IN COMPLIANCE WITH FDOT SPECIFICATIONS 346.

CONCRETE CLASS	MINIMUM 28 DAY COMPRESSIVE STRESS (KSI)	LOCATION OF CONCRETE IN STRUCTURE
CLASS II	F'c = 3.4	CAST-IN-PLACE PILE CAPS
CLASS V (SPECIAL)	F'c = 6.0	PILES

CONCRETE:

1. PROVIDE 3/4 INCH CHAMFERS ON ALL EXPOSED EDGES AND CORNERS UNLESS OTHERWISE NOTED.
2. CONSTRUCTION JOINTS WILL BE PERMITTED ONLY AT THE LOCATIONS INDICATED ON THE PLANS, ADDITIONAL CONSTRUCTION JOINTS OR ALTERATIONS TO THOSE SHOWN WILL REQUIRE APPROVAL BY THE ENGINEER.

REINFORCEMENT:

1. REINFORCEMENT BARS SHALL BE ASTM A615, GRADE 60.
2. SPIRAL TIES FOR PRESTRESSED CONCRETE PILES SHALL BE MANUFACTURED FROM COLD DRAWN STEEL WIRE MEETING THE REQUIREMENTS OF ASTM A82.
3. ALL DIMENSIONS PERTAINING TO LOCATION OF REINFORCING SHOWN IN DETAIL SECTIONS ARE TO CENTERLINE OF BARS EXCEPT WHERE THE CLEAR DIMENSION IS SHOWN TO FACE OF CONCRETE.
4. REINFORCEMENT BENDING DIAGRAM DIMENSIONS ARE OUT-TO-OUT OF BARS.

MINIMUM CONCRETE COVER:

1. CIP SUBSTRUCTURE/BENT CAP = 3 IN.
2. CONCRETE COVERS SHOWN IN THE PLANS DO NOT INCLUDE PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE FDOT STANDARD SPECIFICATIONS FOR ALLOWABLE TOLERANCES.

STRUCTURAL STEEL:

1. STRUCTURAL STEEL WORK SHALL CONFORM TO AISC 341-16, AISC 358-16, AND AISC 360-16.
2. STRUCTURAL SHAPES SHALL CONFORM TO THE FOLLOWING, UNLESS NOTED OTHERWISE.

W:	F_Y = 36 KSI (ASTM A992)
M,S,C,MC AND L:	F_Y = 36 KSI (ASTM A36)
HP:	F_Y = 50 KSI (ASTM A572 GR. 50)
HSS RECTANGULAR:	F_Y = 46 KSI (ASTM A500 GR. B)
HSS ROUND:	F_Y = 42 KSI (ASTM A 500 GR. B)
PIPE:	F_Y = 35 KSI (ASTM A53 GR. B)
PLATES:	F_Y = 36 KSI (ASTM A36)

3. STRUCTURAL FASTENERS

COMMON BOLTS:	F_U = 60 KSI (ASTM A307 GR. A)
NUTS (ASTM A563)	
WASHERS (ASTM F959) - COMPRESSIBLE WASHER.	

4. ALL STRUCTURAL STEEL SHALL BE FABRICATED FROM DOUBLE HOT DIPPED GALVANIZED STEEL.

PILES:

FDOT STANDARD PLANS INDEX NO. 456-014
14 INCH SQUARE PRESTRESSED CONCRETE PILES.

PILE LOAD:

30 TON MINIMUM BEARING

SURFACE FINISH:

ALL EXPOSED SURFACES OF PILE CAPS SHALL RECEIVE A "CLASS 5 APPLIED FINISH COATING".

ENVIRONMENT:

SUPERSTRUCTURE:	SLIGHTLY AGGRESSIVE
SUBSTRUCTURE:	SLIGHTLY AGGRESSIVE
LOCATION:	INLAND

VERTICAL DATUM:

ALL ELEVATIONS SHOWN ARE IN NAVD 88, UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES

1. MONITOR EXISTING STRUCTURES IN ACCORDANCE WITH SECTION 108 OF THE STANDARD SPECIFICATIONS.
2. EROSION CONTROL AND WATER POLLUTION PREVENTION SHALL BE IN ACCORDANCE WITH SECTION 104 OF THE STANDARD SPECIFICATIONS.
3. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING STRUCTURES, IMPROVEMENTS, PROPERTY LINES, UTILITIES AND CONFIRM ALL PROPOSED DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION.

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Date: 10/26/2021

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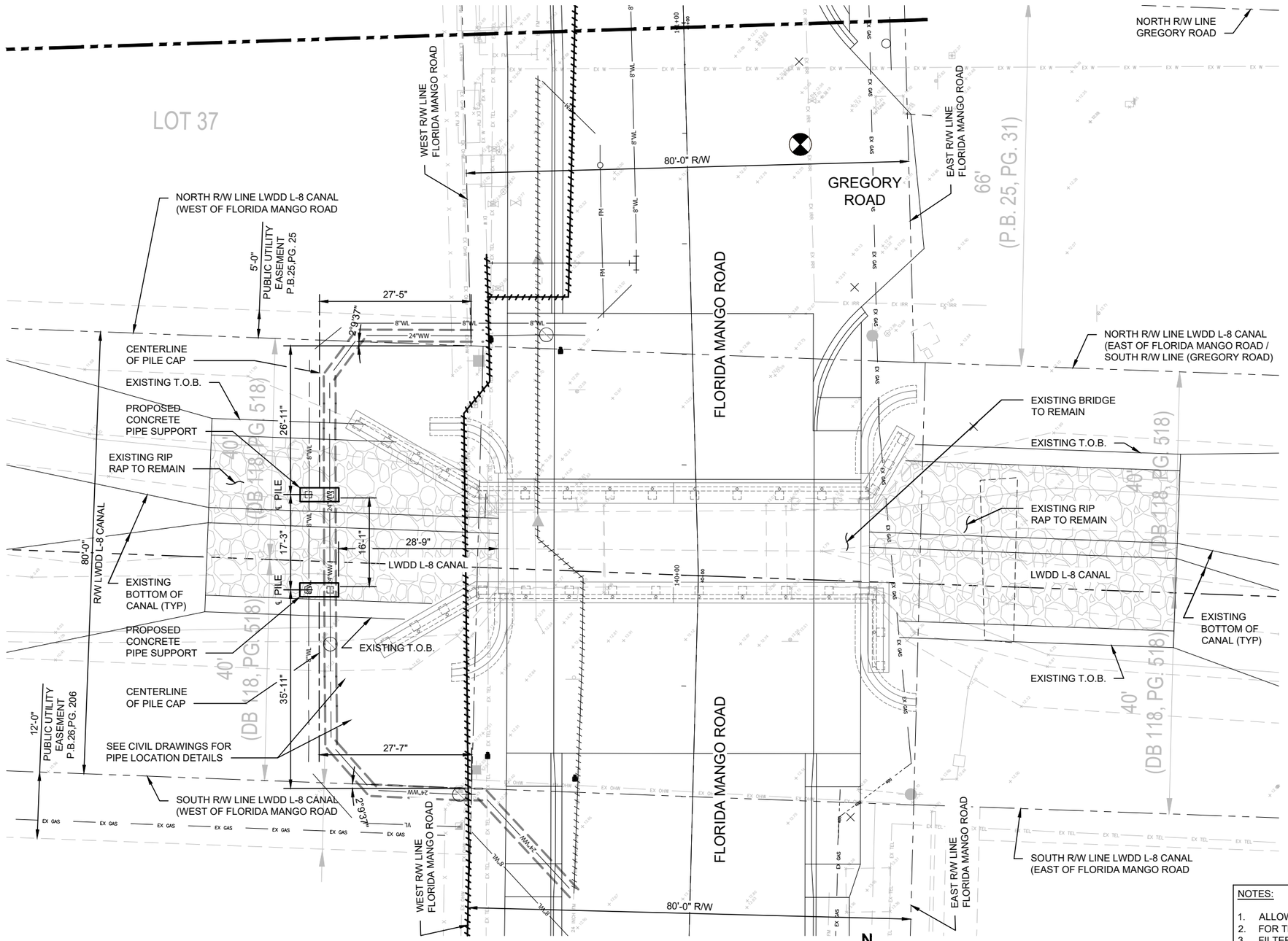
Andre Smith
License No. 91417

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
GENERAL NOTES

Sheet: S0.1
Of: 20
Project No.: 3527.10

691

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AERIAL CROSSING PLAN VIEW

10 5 0 10
GRAPHIC SCALE IN FEET

N

NOTES:

1. ALLOWABLE LOW MEMBER = 11.83 NAVD (13.34 NGVD).
2. FOR THIS PROJECT NGVD 29 = NAVD 88 + 1.512
3. FILTER FABRIC CLOTH AT PILE LOCATIONS SHALL BE SLIT IN "X" PATTERN TO ALLOW PILE PENETRATION.
4. EXISTING RIP RAP WITH 3-FEET OF PILE INSTALLATION MAY BE RELOCATED TEMPORARILY AT CONTRACTOR DISCRETION AND MUST BE RE-INSTALLED AND FIT SNUG AROUND PROPOSED PILES.

NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

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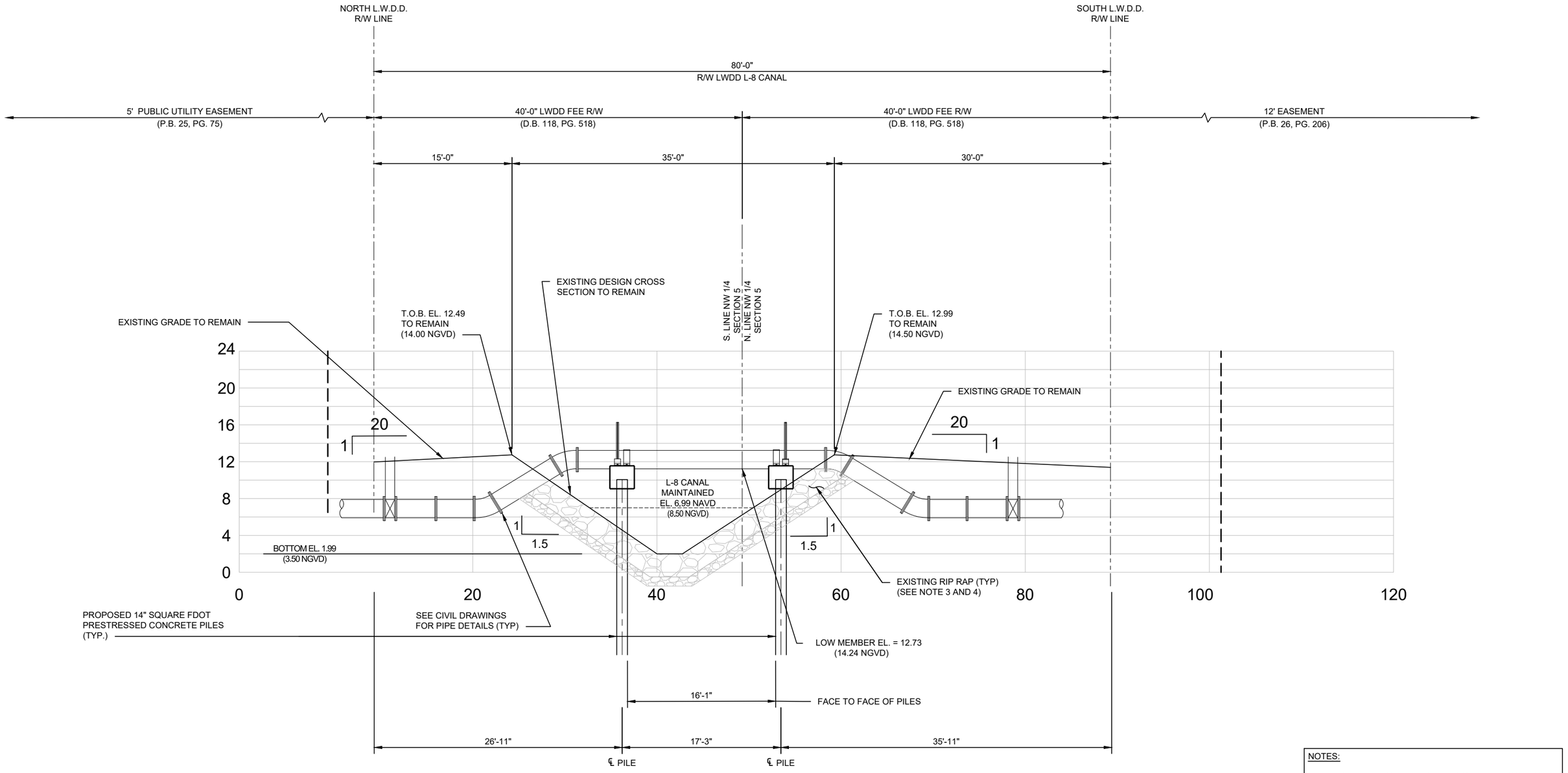
FLORIDA MANGO ROAD UTILITY RELOCATION

(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

PLAN

Sheet: S1.0
Of: 20
Project No.: 3527.10

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AERIAL CROSSING ELEVATION VIEW

10 5 0 10
GRAPHIC SCALE IN FEET

N

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2. FOR THIS PROJECT NGVD 29 = NAVD 88 + 1.512.
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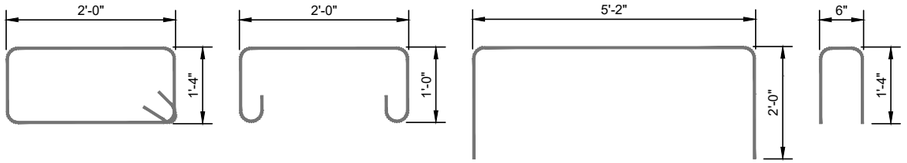
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FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
ELEVATION

Sheet: S1.1
Of: 20
Project No.: 3527.10

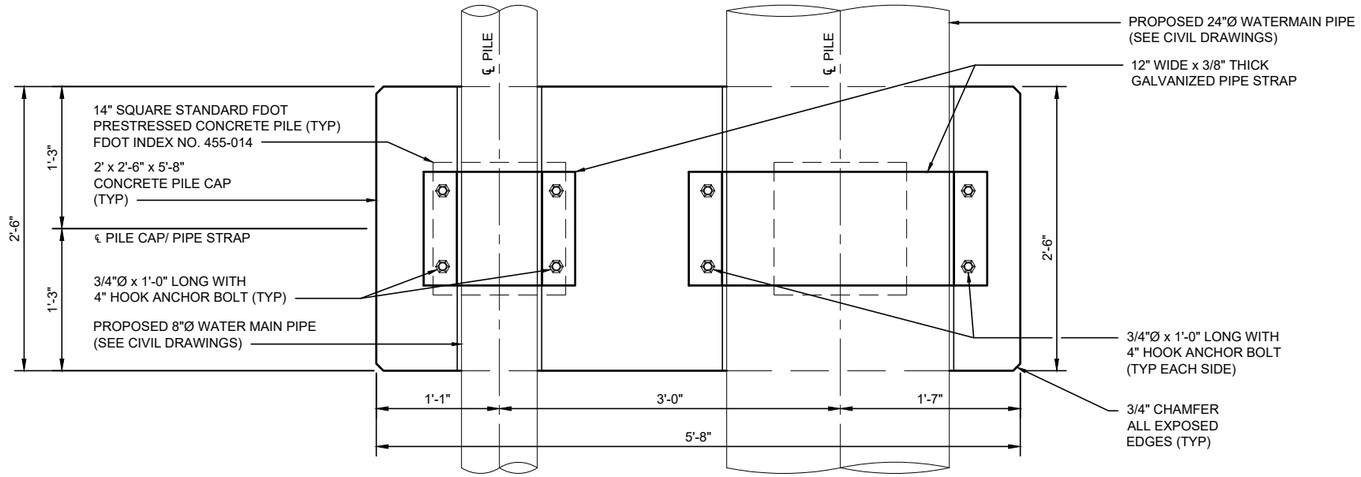
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BAR BENDING DIAGRAM

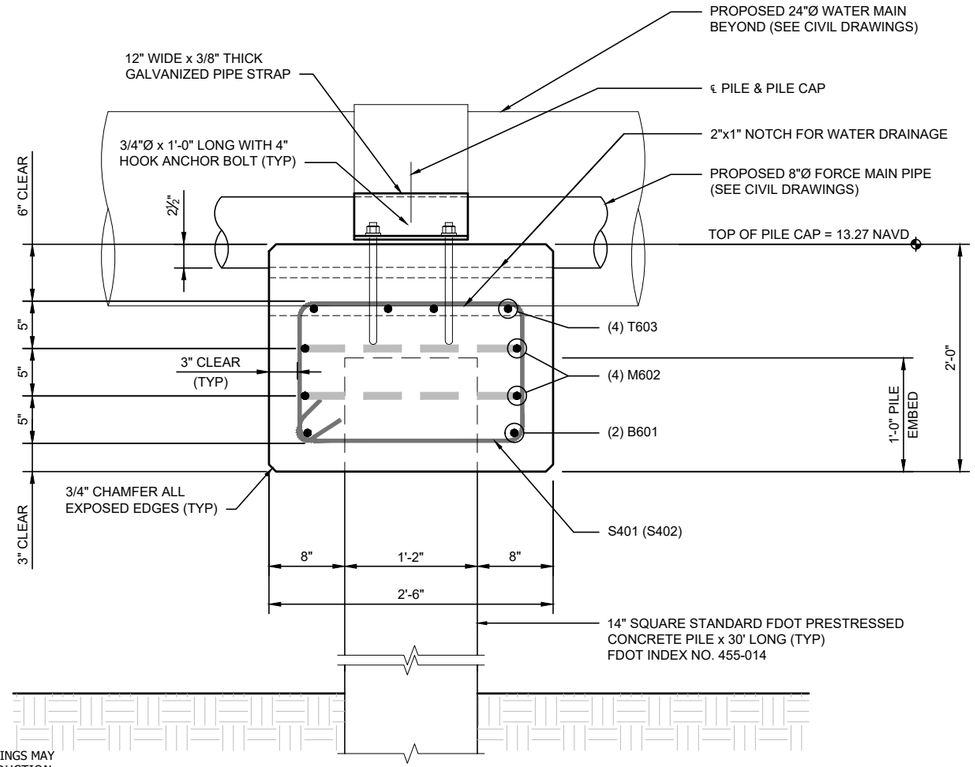


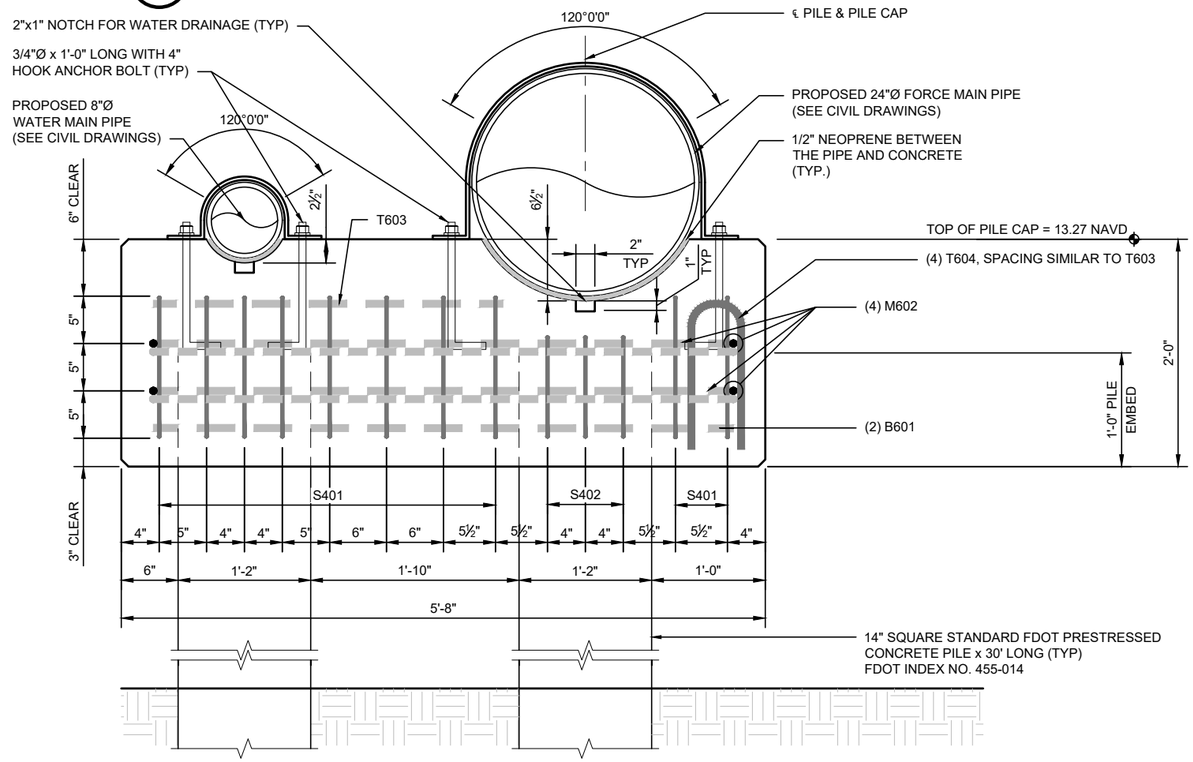
BAR S401 BAR S402 BAR M602 BAR T604

MISCELLANEOUS BILL OF REINFORCING STEEL							
MARK	SIZE	NUMBER REQUIRED			TOTAL LENGTH	BENDING	WEIGHT (LBS.)
B601	6	2			5'-2"	STRAIGHT	16
M602	6	4			9'-2"	BAR M602	55
T603	6	4			3'-2"	STRAIGHT	19
T604	6	4			3'-4"	BAR T604	20
S401	4	10			7'-8"	BAR S401	51
S402	4	3			5'-0"	BAR S402	10



2 S2.0 TYPICAL SECTION





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1 S2.0 TYPICAL SECTION

3 S2.0 TYPICAL SECTION

1 0.5 0 1
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FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

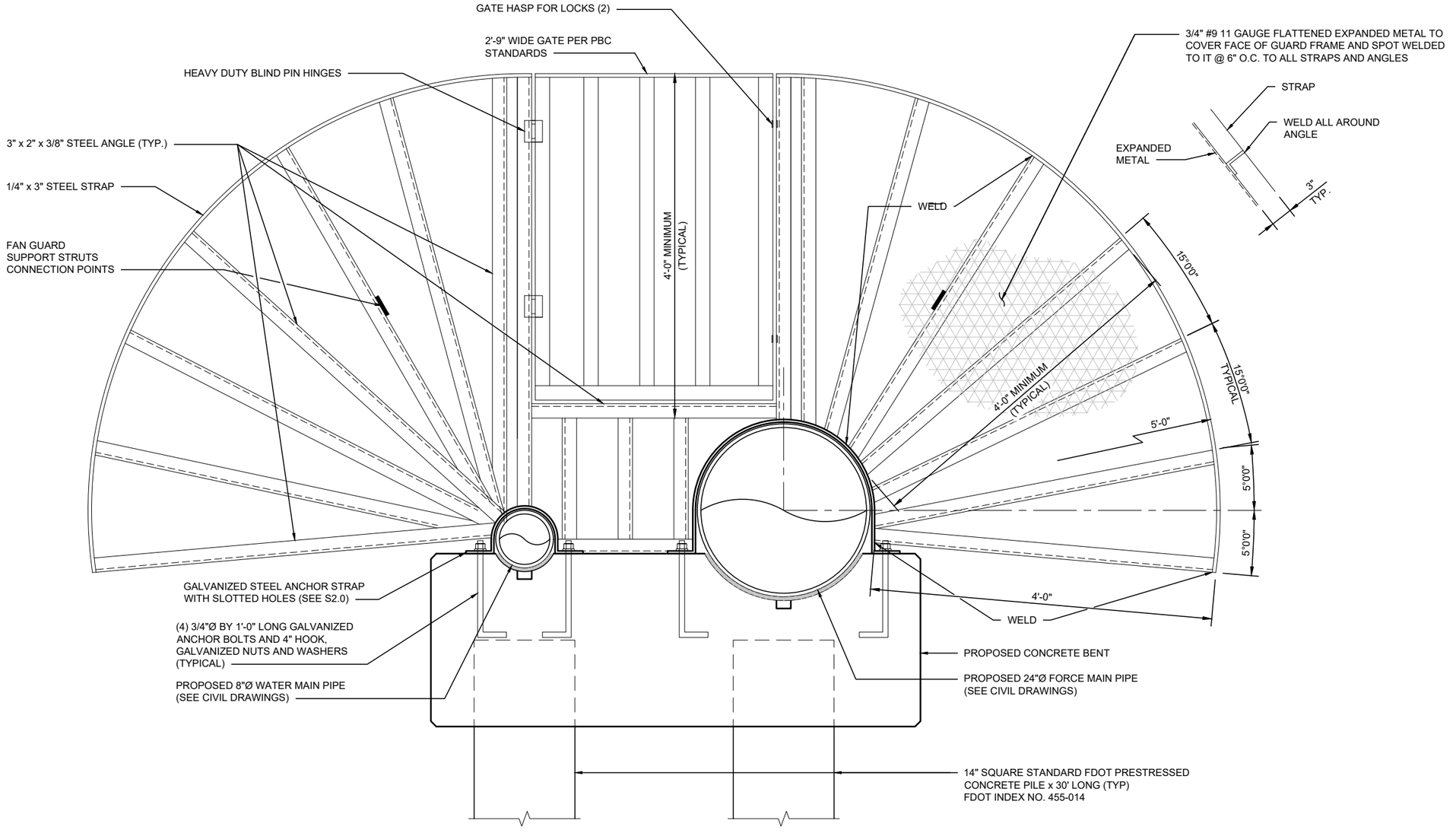
PILE CAP DETAILS

Sheet: S2.0
Of: 20
Project No.: 3527.10

P:\3500\3527.10 Florida Mango Road Util\STRSYS\Structural Dwgs\CADD-352710\S2.0 PILE CAP DETAILS.dwg – Tuesday, October 26, 2021 4:29:36 PM

NOTE:

CONTRACTOR SHALL SUBMIT FAN GUARD SHOP DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.



NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

Sunshine811

1 / S2.1 FAN GUARD DETAIL

NOT TO SCALE

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091

WGI. WGInc.com

2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: TAD
Drawn: CAB
Checked: TAD
Date: 10/26/2021

No.	Revision	By	Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

Andre Smith
License No. 91417

FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

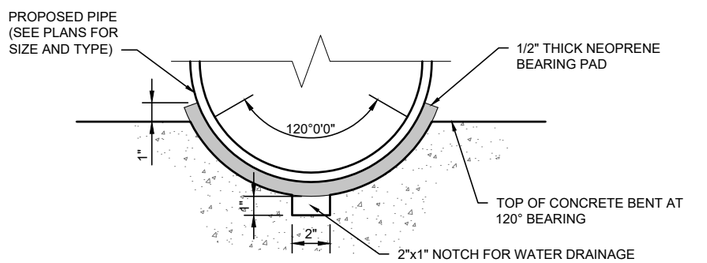
FAN GUARD FRONT DETAIL

Sheet: S2.1
Of: 20
Project No.: 3527.10

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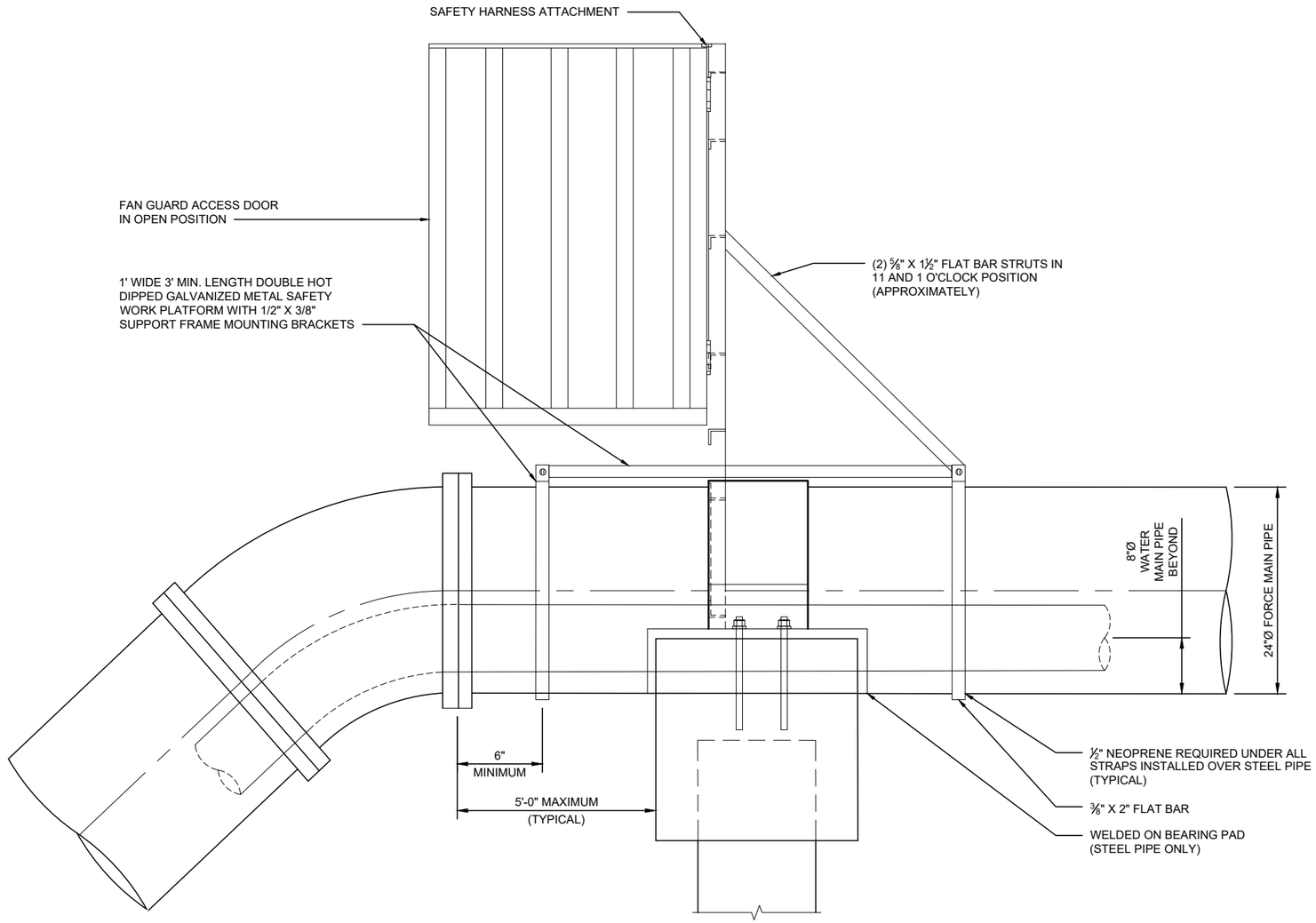
NOTES:

1. FAN GUARDS SHALL BE PLACED AT EACH END OF CANAL CROSSING.
2. FANGUARD WITH HARDWARE SHALL BE FABRICATED FROM DOUBLE HOT DIPPED GALVANIZED STEEL.
3. SHOP DRAWINGS FOR FANGUARDS, CAPS, AND PILES MUST BE SUBMITTED TO PBCWUD FOR REVIEW AND APPROVAL PRIOR TO PRE-CONSTRUCTION MEETING.
4. CONTRACTOR SHALL SUBMIT FAN GUARD SHOP DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.



1 S2.2 EMBEDDING DETAIL

NOT TO SCALE



2 S2.2 FAN GUARD DETAIL

NOT TO SCALE

NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

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NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI. WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: TAD
Drawn: CAB
Checked: TAD
Date: 10/26/2021

No.	Revision	By	Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

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License No. 91417

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

FAN GUARD SIDE DETAIL

Sheet: S2.2
Of: 20
Project No.: 3527.10

P:\3500\3527.10 Florida Mango Road Util\STRSYS\Structural Dwgs\CADD-352710\S2.0 PILE CAP DETAILS.dwg – Tuesday, October 26, 2021 4:29:43 PM

WGI

December 16, 2021

Mr. Walt Sanchez
Public Service Manger
Village of Palm Springs
226 Cypress Lane
Palm Springs Florida 33461
wsanchez@vpsfl.org

RE: Florida Mango Rd. Utility Relocation (From N. of Edgewater Drive to South of Barbados Road)
Bid Number: 2022B-001
WGI Project No.: 3527.10
Bid Recommendation

Dear Walt,

accept the below letter of recommendation for Bid No.: 2022B-001:

The Village of Palm Spring has received bids from contractors for the above referenced project. WGI has reviewed the following 2 low bids from TCLM Enterprise, Inc. and Southern Underground Industries, Inc. Please accept this as a letter of recommendation for Bid No. 2022B-001 for the project referenced above.

Contractor	Bid Amount
TCLM Enterprise, Inc.	$ 889,355.35
Southern Underground Industries, Inc.	$ 1,071,164.00

Based on our review of the bids, WGI recommends TCLM Enterprises, Inc. as the lowest responsive responsible bidder.

Thank you,
WGI

Christopher J. Holmes, PE
Senior Project Manager

FLORIDA MANGO ROAD UTILITY RELOCATION
(EDGEWATER DRIVE AND BARBADOS ROAD)
Addendum No. 1
December 8, 2021

BIDS DUE: 2:00 PM, Local Time, December 14, 2021

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **FLORIDA MANGO ROAD UTILITY RELOCATION (EDGEWATER DRIVE AND BARBADOS ROAD)** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. Revisions #1 (Dated 12/1/21):

   Delete:
   C003, CU103 (Dated 11/11/21)

   Replace with:
   C003, CU103 (Dated 12/1/21)

2. Revisions #2 (Dated 12/6/21):

   Delete:
   CU100, CU101, CU102, CU802 (Dated 11/11/21)
   C003, CU103 (Dated 12/1/21)

   Replace with:
   C003, CU100, CU101, CU102, CU103, CU802 (Dated 12/8/21)

IN THE SPECIFICATIONS

1. **N/A**

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

_____ _____

Bidder By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 REVISED 00410 BID FORM

ATTACHMENT 3 BORING SOILS REPORTS

ATTACHMENT 4 REVISED PLANS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: What is the estimated construction cost of the project?

Response 1: $520,000.00

Question 2: When and what time are bids due?

Response 2: On December 14, 2021 bids are due at 2:00 PM. Bid Opening will be held at 2:30 PM.

Question 3: Can the canal embankments support an excavator?

Response 3: The embankments should be able to support an excavator as LWDD regularly has heavy equipment along the banks to perform maintenance. The Contractor will have to make his own assessment as to what type of equipment to utilize and be responsible if restoration is required from their use of any heavy equipment on LWDD banks.

Question 4: Will Fl Mango be shut down during the construction process?

Response 4: The County will be shutting down the road once their selected Contractor (Ranger Construction) starts work. It is undetermined currently as to when and for how long. The Village's selected Contractor will need to provide MOT for lane or road closures that may be required prior to County scheduled work.

Question 5: Who pays for testing services?

Response 5: The awarded Contractor will be responsible for paying all testing services, per General Conditions Article 14.02.B

Question 6: Will final paving be required on road cuts with County still needing to complete their work? There is a trench backfill detail that shows installing 1-1/2" topcoat asphalt for the trench width plus 3'. Please confirm that contractor will only be required to install base course flush to surface as discussed in pre-bid meeting.

Response 6: Following the pre-bid meeting, the Village consulted with the County and determined that due to possible project delays for the County's portion of the stormwater and roadway work, which is dependent on the Village completing their work, asphalt paving may be required in the interim. Revised paving requirements will be provided in revised drawings (Sht. C802) attached to this addendum.

Question 7: Who coordinates the power shut off at the canal bridge crossing with FP&L?

Response 7: The Contractor will be responsible for coordinating and scheduling power shut offs with FP&L in accordance with General Note #11 on plan sheet C002 of the construction drawings.

Question 8: *Can the bid due date be pushed back a week due to PBC bid that conflicts with the Village's due date?*

Response 8: **Due to project time constraints, the Village will not be able to postpone the project bid due date beyond the current date of December 14, 2021.**

Question 9: *Are there any boring logs or soils reports available?*

Response 9: **Regarding bore logs, WGI's structural group used soil boring information prepared and provided by the county's consultant. Report is included with this addendum.**

Question 10: *Can bid item be added for general conditions, maintenance of traffic, bonds? Can bid item for aerial crossing be added? Can bid item for water services be added? Can bid item be added for asphalt repair?*

Response 10: **These items will be added to the Summary of Pay Items in the Bid Form.**

Question 11: *Can bid item be added for indemnification?*

Response 11: **No. The bidder should figure on these costs as part of their General Conditions.**

Question 12: *Can bid item for trench repair be added?*

Response 12: **No. Trench repair should be considered incidental to the utility line being installed.**

Question 13: *Plans call for the 8" AC water main to be removed, can it be grouted and abandon in place?*

Response 13: **The 8" AC water main designated for removal needs to be removed due to conflicts with the new proposed stormwater system, therefore it cannot remain grouted in place.**

Question 14: *What are the length of the piles for the aerial crossover?*

Response 14: **The length of the piles are 30'. This information is already provided in the construction plans on sheet S2.0 and S2.1.**

ATTACHMENT 2

REVISED 00410 BID FORM

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum, Date
1	12/8/21

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Conditions	LS	1		
2	Mobilization	LS	1		
3	Maintenance of Traffic	LS	1		
4	Aerial Crossing	LS	1		
5	Remove Existing 8” WM	LF	2000		
6	Connect T Existing 8” WM	EA	6		
7	8” PVC WM	LF	2085		
8	8” DIP WM	LF	55		
9	8” DIP 45 Degree Fittings for WM	EA	30		
10	8” DIP 90 Degree Fittings for WM	EA	1		
11	8”x 8” Tee for WM	EA	7		
12	8” Gate Valve for WM	EA	10		
13	8” Cap Water Main	EA	1		
14	2” Air Release Valve for WM	EA	1		
15	Sample Points	EA	3		
16	Remove Existing 24” FM	LF	118		
17	Remove Existing 16” FM	LF	45		
18	Remove Existing 10” FM	LF	35		
19	Connect to Existing 24” FM	EA	1		
20	24” PVC FM	LF	145		
21	24” DIP FM	LF	43		
22	24” DIP 45 Degree Fitting for FM	EA	10		
23	24” x 16” Reducer for FM	EA	1		
24	24” Gate Valve for FM	EA	1		
25	16” PVC FM	LF	52		
26	16” 45 Degree Fitting for FM	EA	2		
27	16” x 10” Reducer for FM	EA	1		
28	16” Gate Valve for FM	EA	1		
29	10” PVC FM	LF	22		
30	10” DIP 45 Degree Fitting for FM	EA	2		
31	2” Aire Release Valve for FM	EA	1		
32	Flowable Fill	CY	3		
33	2" Poly Water Services	EA	15		
34	Asphalt Conc. Friction Course (1.0") (Fc-9.5)	SF	18,350		
35	Superpave Asphalt Conc. (1.5") (Sp-9.5)	SF	18,350		
36	Testing and Survey	LS	1		
37	As-bults	LS	1		
Total of All Unit Price Bid Items					$

Lump Sum Contingency Allowance	$ 25,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **150** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

_____

By:
[Signature] _____

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

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

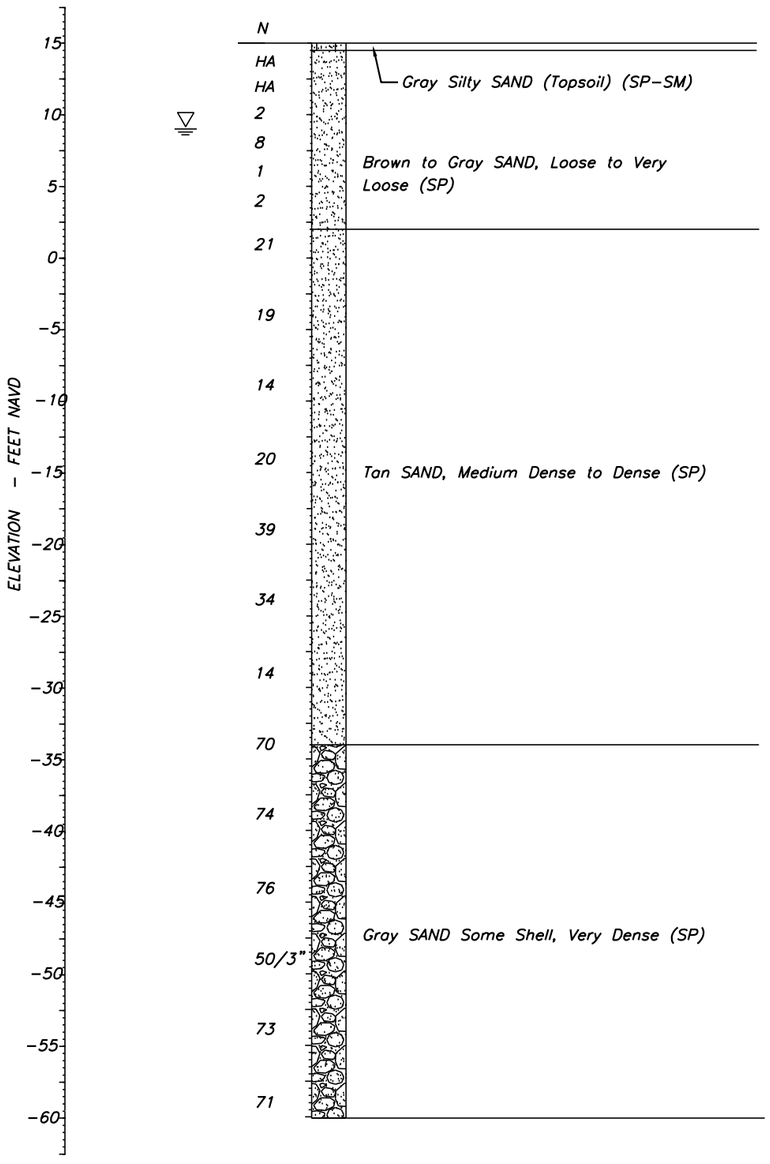
Bidder's License No.: _____
(where applicable)

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

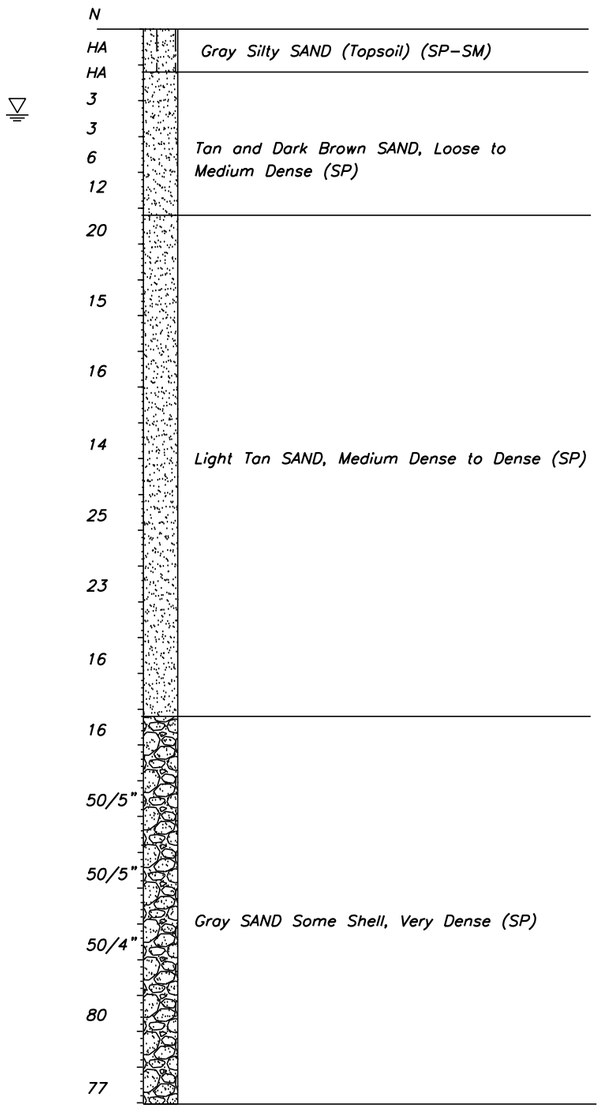
ATTACHMENT 3

BORING SOILS REPORT

	B-1	B-2
BORING NO.:	B-1	B-2
STATION:	140+24.60	STA. 139+74.71
OFFSET:	58.39'RT	54.50'LT
ELEVATION (NAVD):	~+15.0	~+15.0



End of Boring @ 75' (~-60.0 NAVD)
(Boring & Water Level Date: 9-28-2016)



End of Boring @ 75' (~-60.0 NAVD)
(Boring & Water Level Date: 9-29-2016)

ENGINEERING CLASSIFICATION

Granular Materials - Relative Density	SPT (Blows/foot)
Very Loose	Less than 4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	Greater than 50

Silts and Clays - Consistency	SPT (Blows/foot)
Very Soft	Less than 2
Soft	2 - 4
Firm	4 - 8
Stiff	8 - 15
Very stiff	15 - 30
Hard	Greater than 30

LEGEND

Sand

Silty Sand (Topsoil)

Limestone

Sand and Limestone/ Shell Fragments

Water Level

Standard Penetration Test (SPT) Boring Location

N — Standard Penetration Resistance In Blows per 1 foot (ASTM D1586)

1/18" — One Blow for 18 inches

50/0" — Fifty Blows for given depth (Refusal)

(SP) — Unified Soil Classification System Group Based on Visual Observation and Laboratory Tests

HA — Hand Auger

STANDARD PENETRATION TEST DATA

Spoon Inside Diameter	1.5 inches
Spoon Outside Diameter	2 inches
Hammer Type	Safety Hammer
Rig Type	Mud Rotary
Average Hammer Drop	2.5 feet
Hammer Weight	140 lbs

GENERAL NOTES

1. Strata Boundaries are Approximate and May Vary Between or Away from Boring Locations.
2. Plan View is preliminary for showing Boring Locations only.

ENVIRONMENTAL CLASSIFICATION

Substructure = Moderately Aggressive

Superstructure = Slightly Aggressive

NUTTING ENGINEERS OF FLORIDA, INC.
ESTABLISHED 1957
1310 NEPTUNE DRIVE
BOYNTON BEACH, FLORIDA 33426

Scale: AS NOTED
Approved: RCW
Drawn: CEG
Checked: RCW
Date: 10/6/2021

No.	Revision	By	Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

ALAN I. GERWIG, P.E.
CHRISTOPHER GWOREK, P.E.
License No. 69947

FLORIDA MANGO ROAD

(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

REPORT OF CORE BORINGS

Sheet: 29
Of: 58
Project No.: 2015520

H:\Drawings\Palm Beach County Annual Structural Contract 2011 (11-001)\FL Mango Over L-8 Canal (14-008N)\09-WRK-DWGS\14-008N_C27-C29_REPORT OF SOIL BORINGS.dwg - Wednesday, October 06, 2021 10:06:40 AM

ATTACHMENT 4

REVISED PLANS

VILLAGE OF PALM SPRINGS
STATE OF FLORIDA
FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

CIVIL ENGINEERING SHEET LIST	
Sheet Number	Sheet Title
C001	COVER
C002	GENERAL NOTES
C003	SUMMARY OF PAY ITEMS
CU100	UTILITY PLAN AND PROFILE
CU101	UTILITY PLAN AND PROFILE
CU102	UTILITY PLAN AND PROFILE
CU103	UTILITY PLAN AND PROFILE
CU104	CANAL CROSSING DETAIL
CU105	UTILITY LOCATION SHEET
C700	WASTEWATER DETAILS
C701	WASTEWATER DETAILS
C800	WATER DETAILS
C801	WATER DETAILS
C802	WATER DETAILS

STRUCTURAL ENGINEERING SHEET LIST	
Sheet Number	Sheet Title
S0.1	GENERAL NOTES
S1.0	PLAN
S1.1	ELEVATION
S2.0	PILE CAP DETAIL
S2.1	FAN GUARD FRONT DETAIL
S2.2	FAN GUARD SIDE DETAIL

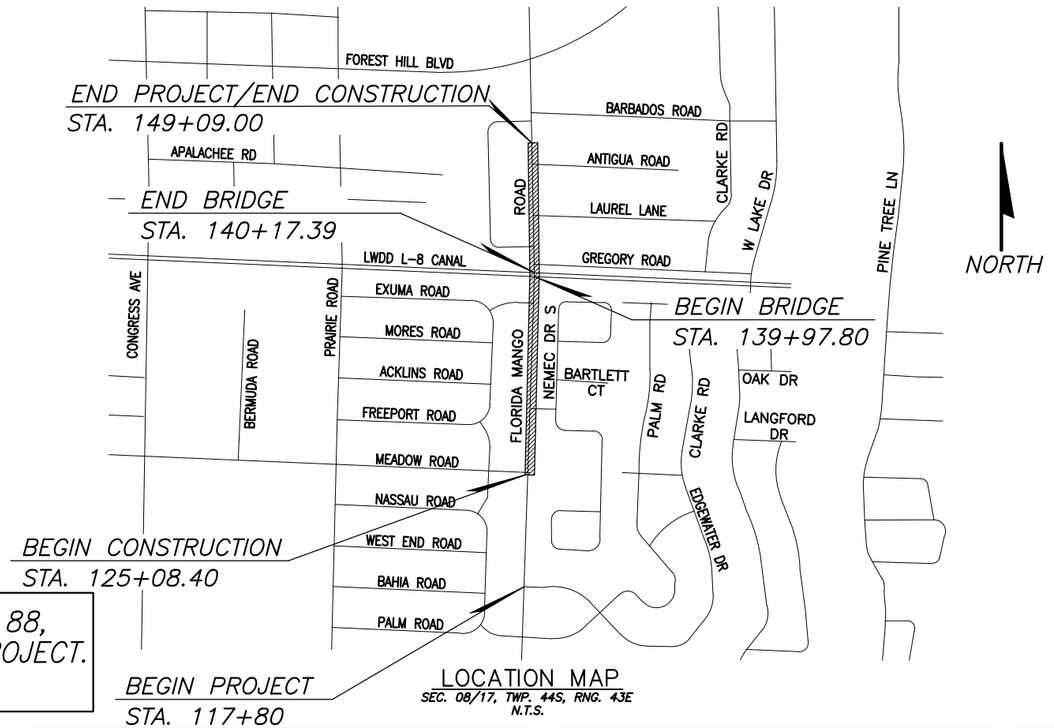
BEVERLY "BEV" SMITH
MAYOR

VICE MAYOR
GARY M. READY, DISTRICT 3

MAYOR PRO TEM
DOUG GUNTHER, DISTRICT 1

COUNCIL MEMBER
JONI BRINKMAN, DISTRICT 4

COUNCIL MEMBER
PATTI WALLER, DISTRICT 2



LOCATION MAP
SEC. 08/17, TWP. 44S, RNG. 43E
N.T.S.

BID SET
NOVEMBER 11, 2021

LENGTH OF PROJECT		
	LF	MILES
ROADWAY	2381.0	0.45
BRIDGES	19.6	0.00
NET LENGTH OF PROJECT	2400.6	0.45
EXCEPTIONS	728.4	0.14
GROSS LENGTH OF PROJECT	3129.0	0.59

I HEREBY CERTIFY THAT THE ATTACHED PLANS AND DESIGN ARE IN SUBSTANTIAL COMPLIANCE WITH THE DESIGN STANDARDS AND CRITERIA IN EFFECT ON THIS DATE FOR PALM BEACH COUNTY ENGINEERING DEPARTMENT AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

APPROVED BY:_____

DATE:_____

P.E. NO. : FL REGISTRATION NO. 66344

GOVERNING STANDARDS AND SPECIFICATIONS ARE CONTAINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.
THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY STATE OF FLORIDA ROADWAY AND TRAFFIC DESIGN STANDARDS & SUPPLEMENTS (LATEST EDITION)

THESE PLANS WERE PREPARED BASED ON NAVD 88, WHICH IS THE DATUM TO BE USED FOR THIS PROJECT. FOR THIS PROJECT NGVD 29=NAVD 88+1.512'

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
COVER

Sheet: C001
Of: 20
Project No.: 3527.10

GENERAL NOTES:

1. ALL ELEVATIONS REFERENCED ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88).
2. BENCHMARK LOCATION AND ELEVATION ARE AS REPRESENTED BY SURVEYOR AT THE TIME OF SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.
3. CHANGES - ALL CHANGES SHALL BE APPROVED IN WRITING BY THE ENGINEER AND THE OWNER PRIOR TO CONSTRUCTION.
4. GUARANTEE - THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIAL SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
5. SHOP DRAWINGS - THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL.
6. MAINTENANCE OF TRAFFIC (M.O.T.) - CONTRACTOR IS RESPONSIBLE FOR FURNISHING PROPER TRAFFIC MAINTENANCE AND CONTROLS IN ACCORDANCE WITH FDOT STANDARD INDEX SERIES 102. WHERE A MAINTENANCE OF TRAFFIC PLAN IS REQUIRED, THE CONTRACTOR SHALL PREPARE AND SUBMIT THE PLAN FOR APPROVAL TO ALL APPLICABLE REGULATORY AGENCIES.
7. RECORD DATA - THE CONTRACTOR SHALL SUBMIT ALL RECORD DATA SIGNED AND SEALED BY A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA TO THE ENGINEER FOR REVIEW AND APPROVAL.
8. UTILITIES - CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING UTILITIES WHETHER SHOWN IN THE PLANS OR NOT. AT LEAST TWO DAYS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL, NOTIFY EACH UTILITY COMPANY, AND VERIFY THE LOCATION OF ALL UTILITIES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
9. NO EXISTING MATERIAL SHALL BE USED IN NEW CONSTRUCTION UNLESS APPROVED DURING THE SHOP DRAWING PROCESS.
10. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE NECESSARY PRECAUTIONS TO ENSURE PROPER SAFETY AND WORKMANSHIP WHEN WORKING IN THE VICINITY OF EXISTING UTILITY LINES.
11. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FLORIDA POWER AND LIGHT (FPL) ON ANY WORK IN THE VICINITY OF OVERHEAD AND UNDERGROUND POWER LINES.
12. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES
13. THE UNDERGROUND CONTRACTOR SHALL SUBMIT ALL RECORD DATA, SIGNED AND SEALED BY A PROFESSIONAL SURVEYOR AND MAPPER REGISTERED IN THE STATE OF FLORIDA, TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CURB AND PAVEMENT CONSTRUCTION.

WATER & SEWER NOTES:

1. ALL WATER & SEWER IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE VILLAGE OF PALM SPRINGS UTILITY DEPARTMENT STANDARDS UPDATED MAY 2018.
2. EXISTING WATER MAIN AND FORCE MAIN SHALL REMAIN DURING CONSTRUCTION AND WILL BE REMOVED OR PLACED OUT OF SERVICE UPON FINAL ACCEPTANCE OF NEW FORCE MAIN AND WATER MAIN FROM VILLAGE OF PALM SPRINGS AND PALM BEACH COUNTY HEALTH DEPARTMENT.
3. WATER AND SEWER MAINS AND SERVICES TO CLEAR DRAINAGE MANHOLES AND INLETS BY A MINIMUM OF 5'.
4. PVC WATER MAINS SHALL BE LAID WITH NO DEFLECTIONS AT THE JOINTS AND PIPES SHALL NOT BE DEFLECTED.
5. WATER PIPE AND FITTINGS SHALL BE COLOR CODED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320 OF THE F.A.C.
6. SEWER FORCE MAINS AND FITTINGS SHALL BE COLOR CODED IN ACCORDANCE WITH SUBPARAGRAPH 62-604.300 OF THE F.A.C.
7. DETECTABLE MAGNETIC TAPE SHALL BE INSTALLED 12" ABOVE CROWN OF PIPE. TAPE OVER WATER MAINS SHALL BE 6" BLUE. TAPE OVER FORCE MAINS SHALL BE 6" GREEN OR BROWN. THE TAPE SHALL BE MAGNETIC AND MANUFACTURED BY THOR ENTERPRISES OR APPROVED EQUAL. .
8. VALVE BOX COVERS ARE NOT TO FALL WITHIN CURBS.
9. UNLESS CALLED FOR IN THE PLANS, ALL WATER MAINS AND FORCE MAINS SHALL HAVE 36" MIN. COVER.

STANDARD SEPARATIONS

1. NEW OR RELOCATED, UNDERGROUND WATER MAINS WILL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER); A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE TREATMENT AND DISPOSAL SYSTEM."
2. NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OTHER PIPELINE OR AT LEAST 12 INCHES BELOW THE OTHER PIPELINE; AND NEW OR RELOCATED, UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER WILL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OTHER PIPELINE.
3. AT THE UTILITY CROSSINGS DESCRIBE IN PART II.C.1.W OF DEP FORM 62-555.900(7), ONE FULL LENGTH OF WATER MAIN PIPE WILL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE OR THE PIPES WILL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY-OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. SEWAGE DISPOSAL SYSTEMS.

FIELD OBSERVATION & TESTING NOTES:

1. ALL WORK WILL BE OPEN AND SUBJECT TO INSPECTION BY ENGINEER AND THE VILLAGE OF PALM SPRINGS.
2. NOTIFICATION - THE CONTRACTOR SHALL NOTIFY THE ENGINEER, GOVERNMENT AND OTHER PERMITTING AGENCIES 48 HOURS PRIOR TO SCHEDULING FIELD OBSERVATIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO TEST THE COMPLETED WORK. CALL "SUNSHINE ONE CALL" AT 1-800-432-4770 48 HOURS PRIOR TO ANY EXCAVATION.
3. ALL RECOMMENDATIONS AND REQUIREMENTS OF THE INSPECTION PERSONNEL OTHER THAN THE OWNER'S SHALL BE REPORTED TO THE ENGINEER PRIOR TO IMPLEMENTATION. COMPENSATION WILL NOT BE ALLOWED FOR WORK WHICH IS NOT AUTHORIZED BY THE ENGINEER, VILLAGE OF PALM SPRINGS, AND PALM BEACH COUNTY.
4. ALL TESTS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA AND ARE TO BE PAID FOR BY THE CONTRACTOR.
5. DENSITY TEST FOR PIPE TRENCHES SHALL BE TAKEN AT THE PIPE SPRING-LINE AND AT MAXIMUM ONE FOOT (1') LIFTS AS MEASURED FROM THE TOP OF PIPE. THE TEST SHALL BE TAKEN AT A MAXIMUM SPACING OF EVERY 300 FEET MEASURED FROM THE PIPE JOINT OR AT LEAST ONE TEST AT THE CENTER OF THE PIPE SEGMENT BETWEEN TWO PIPE JOINTS IF LESS THAN 300 FEET. THE TEST LOCATION AT THE STRUCTURE SHALL BE ON ALTERNATING SIDES OF THE STRUCTURE WITH EACH LIFT TESTED. THE LOCATION AND DEPTH OF ALL TEST SHALL BE CLEARLY INDICATED IN THE DESCRIPTION AREA ON THE TEST REPORT OR ILLUSTRATED IN A MAP.

LEGEND

SS	EX. SANITARY MH
STORM	EX. STORM MH/CS
	EX. CATCH BASIN
WV	EX. WATER VALVE
WATER	EX. WATER METER
	EX. SIGN
	EX. WOOD POLE
TP	TEST HOLE
	PROPOSED BENDS/FITTINGS
	PROPOSED GATE VALVE
EX D	EX. DRAINAGE PIPE
EX W	EX. WATER LINE
EX FM	EX. FORCE MAIN
EX OHW	EX. OVERHEAD WIRES
X	EX. FENCE
EX GAS	EX. GAS LINE
EX TEL	EX TELEPHONE
	EX UTILITY TO BE REMOVED
SD	PROP DRAINAGE (BY OTHERS)
WL	PROP WATER LINE
FM	PROP FORCE MAIN
100D	CONFLICT IDENTIFICATION

ABBREVIATIONS

BOT	BOTTOM OF PIPE
BV	BUTTERFLY VALVE
CO	CLEANOUT
DBO	DESIGNED BY OTHERS
DIP	DUCTILE IRON PIPE
EL	ELEVATION
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FM	FORCE MAIN
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HP	HIGH POINT
INV	INVERT
MH	MANHOLE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
PBC	PALM BEACH COUNTY
PBCHD	PALM BEACH COUNTY HEALTH DEPARTMENT
PVC	POLYVINYL CHLORIDE
P/L	PROPERTY LINE
RCP	REINFORCED CONCRETE PIPE
RED	REDUCER
R/W	RIGHT OF WAY
SW	SIDEWALK
SAN	SANITARY SEWER
SP	SAMPLE POINT
STM	STORM SEWER
SW	SIDEWALK
TOB	TOP OF BANK
TOP	TOP OF PIPE
TYP	TYPICAL
UE	UTILITY EASEMENT
YD	YARD DRAIN
WL	WATER MAIN

811 Know what's below. Call before you dig.

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI WGinc.com
7035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
GENERAL NOTES

Sheet: C002
Of: 20
Project No.: 3527.10

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SUMMARY OF PAY ITEMS

ITEM	DSCRIPTION	QTY	UNIT
1	REMOVE EXISTING 8" WATER MAIN	2000	LF
2	CONNECT TO EXISTING 8" WATER MAIN	6	EA
3	8" PVC WATER MAIN	2085	LF
4	8" DIP WATER MIAN	55	LF
5	8" DIP 45 DEGREE FITTINGS FOR WATER MAIN	30	EA
6	8" DIP 90 DEGREE FITTINGS FOR WATER MAIN	1	EA
7	8" X 8" TEE FOR WATER MAIN	7	EA
8	8" GATE VALVE FOR WATER MAIN	10	EA
9	8" CAP WATER MAIN	1	EA
10	2" AIR RELEASE VALVE FOR WATER MAIN	1	EA
11	SAMPLE POINTS	3	EA
12	REMOVE EXISTING 24" FORCE MAIN	118	LF
13	REMOVE EXISTING 16" FORCE MAIN	45	LF
14	REMOVE EXISTING 10" FORCE MAIN	35	LF
15	CONNECT TO EXISTING 24" FORCE MAIN	1	EA
16	24" PVC FORCE MAIN	145	LF
17	24" DIP FORCE MAIN	43	LF
18	24" DIP 45 DEGREE FITTING FOR FORCE MAN	10	EA
19	24" X 16" REDUCER FOR FORCE MAIN	1	EA
20	24" GATE VALVE FOR FORCE MAIN	1	EA
21	16" PVC FORCE MAIN	52	LF
22	16" 45 DEGREE FITTING FOR FORCE MAIN	2	EA
23	16" X 10" REDUCER	1	EA
24	16" GATE VALVE FOR FORCE MAIN	1	EA
25	10" PVC FORCE MAIN	22	LF
26	10" DIP 45 DEGREE FITTING FOR FORCE MAIN	2	EA
27	2" AIR RELEASE VALVE FOR FORCE MAIN	1	EA
28	FLOWABLE FILL	3	CY
29	2" POLY WATER SERVICES	15	EA
30	ASPHALT CONC. FRICTION COURSE (1.0") (FC-9.5)	18350	SF
31	SUPERPAVE ASPHALT CONC. (1.5") (SP-9.5)	18350	SF
32	TESTING AND SURVEY	1	LS
33	AS-BUILTS	1	LS

2

1

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2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date
1	ADDENDUM #1	CJH	12/1/21
2	ADDENDUM #2	CJH	12/6/21

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

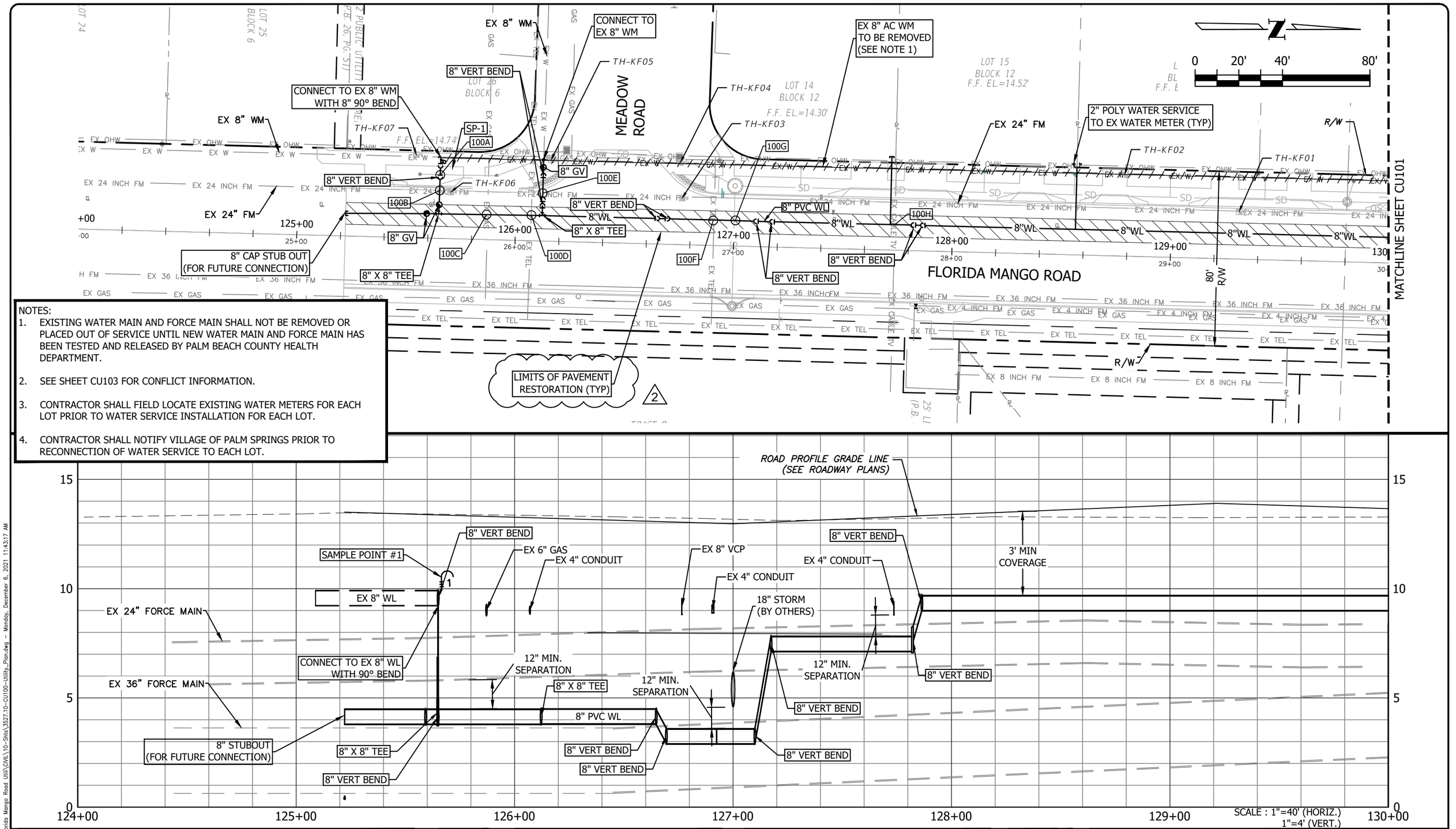
SUMMARY OF PAY ITEMS

Sheet: C003
Of: 20
Project No.: 3527.10

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NOTES:

1. EXISTING WATER MAIN AND FORCE MAIN SHALL NOT BE REMOVED OR PLACED OUT OF SERVICE UNTIL NEW WATER MAIN AND FORCE MAIN HAS BEEN TESTED AND RELEASED BY PALM BEACH COUNTY HEALTH DEPARTMENT.
2. SEE SHEET CU103 FOR CONFLICT INFORMATION.
3. CONTRACTOR SHALL FIELD LOCATE EXISTING WATER METERS FOR EACH LOT PRIOR TO WATER SERVICE INSTALLATION FOR EACH LOT.
4. CONTRACTOR SHALL NOTIFY VILLAGE OF PALM SPRINGS PRIOR TO RECONNECTION OF WATER SERVICE TO EACH LOT.



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2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
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Date: 12/6/2021

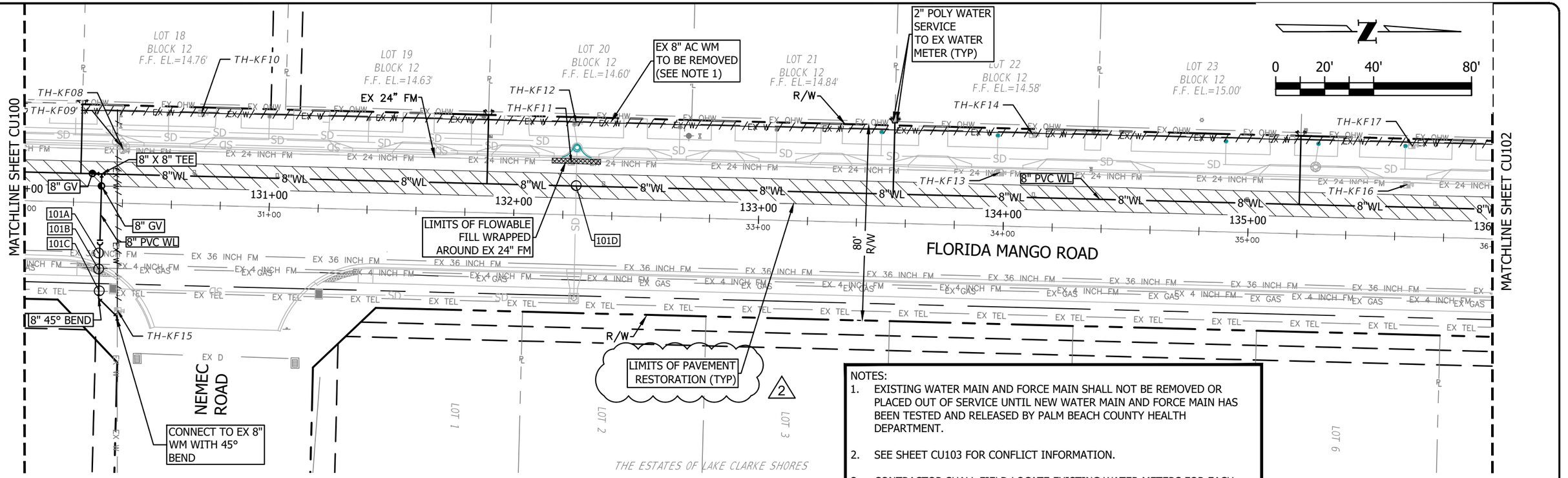
No.	Revision	By	Date
2	ADDENDUM #2	CJH	12/6/21

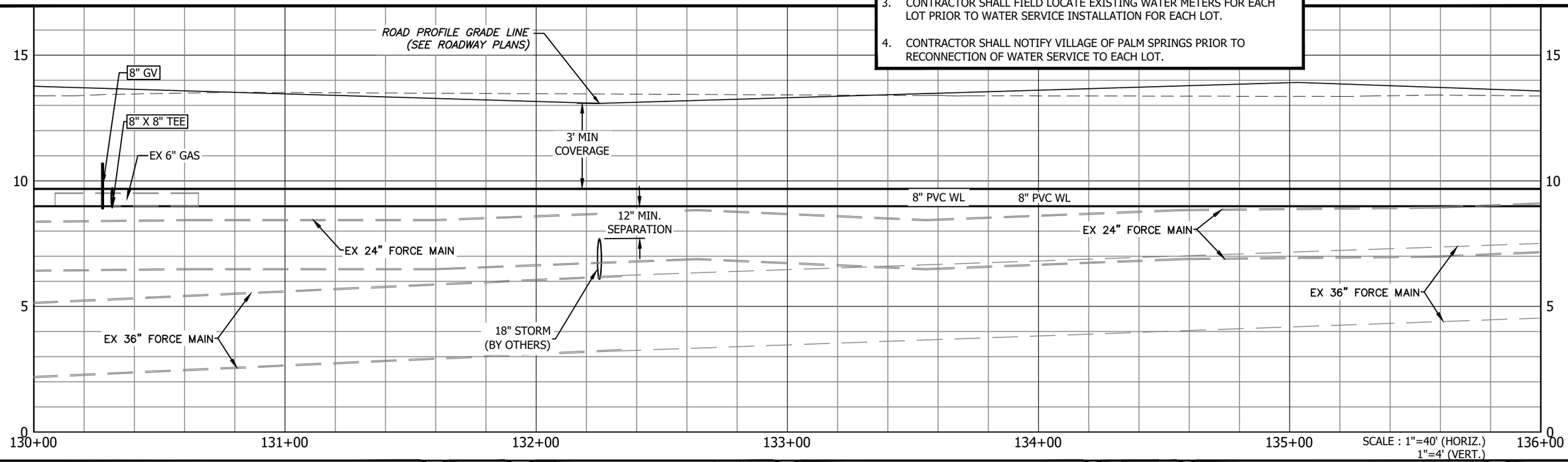
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
UTILITY PLAN AND PROFILE

Sheet: CU100
Of: 20

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NOTES:

1. EXISTING WATER MAIN AND FORCE MAIN SHALL NOT BE REMOVED OR PLACED OUT OF SERVICE UNTIL NEW WATER MAIN AND FORCE MAIN HAS BEEN TESTED AND RELEASED BY PALM BEACH COUNTY HEALTH DEPARTMENT.
2. SEE SHEET CU103 FOR CONFLICT INFORMATION.
3. CONTRACTOR SHALL FIELD LOCATE EXISTING WATER METERS FOR EACH LOT PRIOR TO WATER SERVICE INSTALLATION FOR EACH LOT.
4. CONTRACTOR SHALL NOTIFY VILLAGE OF PALM SPRINGS PRIOR TO RECONNECTION OF WATER SERVICE TO EACH LOT.

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Scale: AS NOTED
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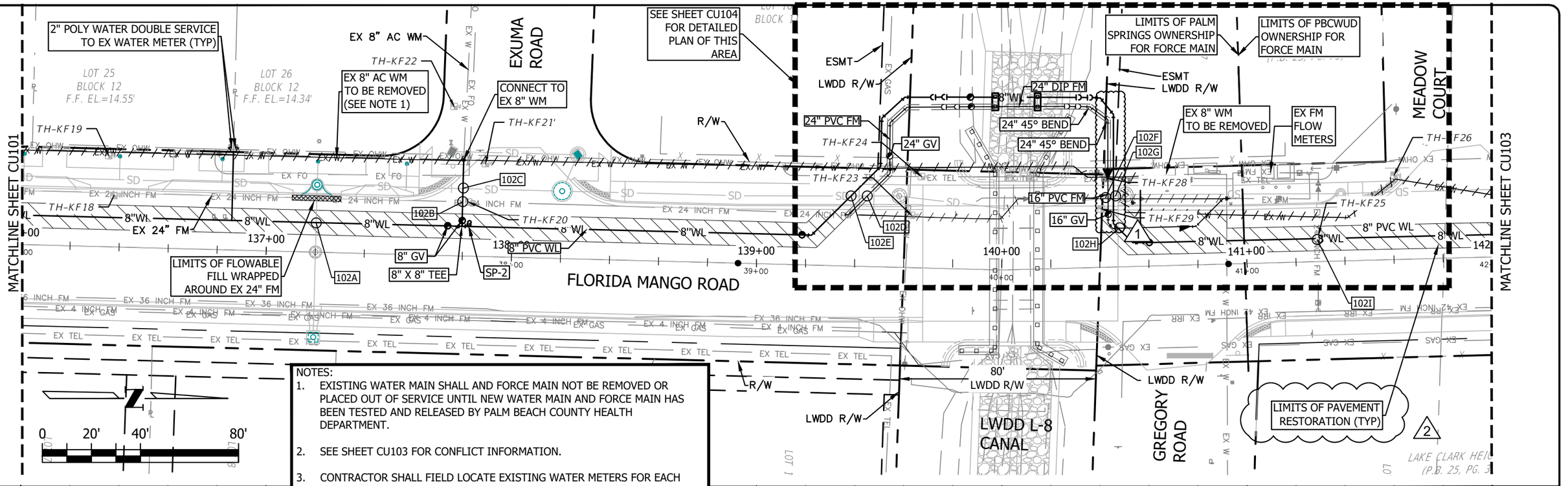
No.	Revision	By	Date
2	ADDENDUM #2	CJH	12/6/21

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
UTILITY PLAN AND PROFILE

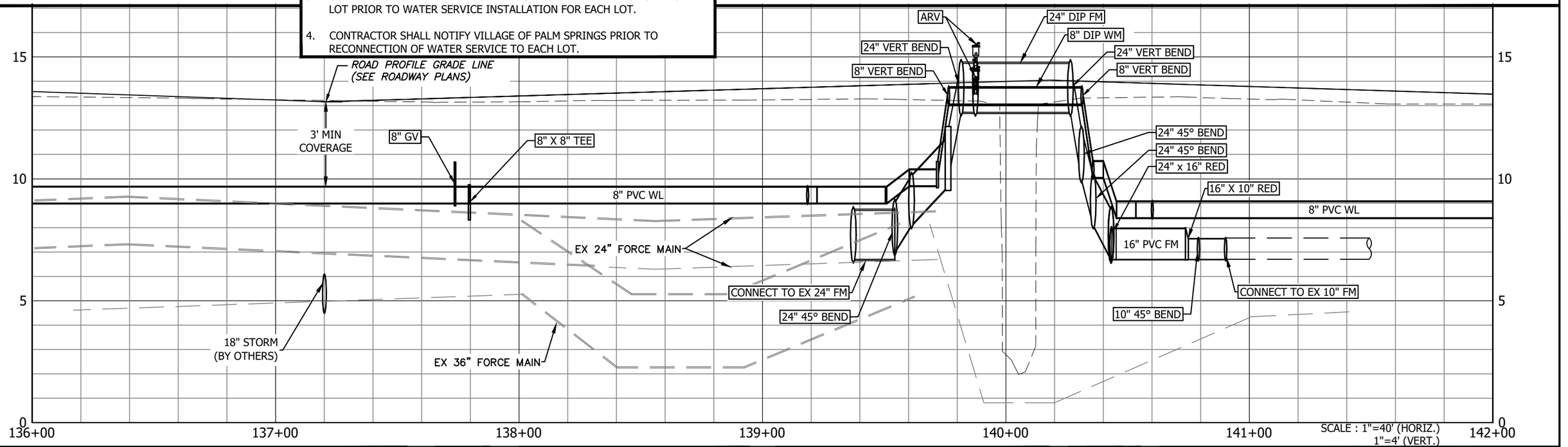
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Of: 20

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NOTES:

1. EXISTING WATER MAIN SHALL AND FORCE MAIN NOT BE REMOVED OR PLACED OUT OF SERVICE UNTIL NEW WATER MAIN AND FORCE MAIN HAS BEEN TESTED AND RELEASED BY PALM BEACH COUNTY HEALTH DEPARTMENT.
2. SEE SHEET CU103 FOR CONFLICT INFORMATION.
3. CONTRACTOR SHALL FIELD LOCATE EXISTING WATER METERS FOR EACH LOT PRIOR TO WATER SERVICE INSTALLATION FOR EACH LOT.
4. CONTRACTOR SHALL NOTIFY VILLAGE OF PALM SPRINGS PRIOR TO RECONNECTION OF WATER SERVICE TO EACH LOT.



SCALE : 1"=40' (HORIZ.)
1"=4' (VERT.)

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2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

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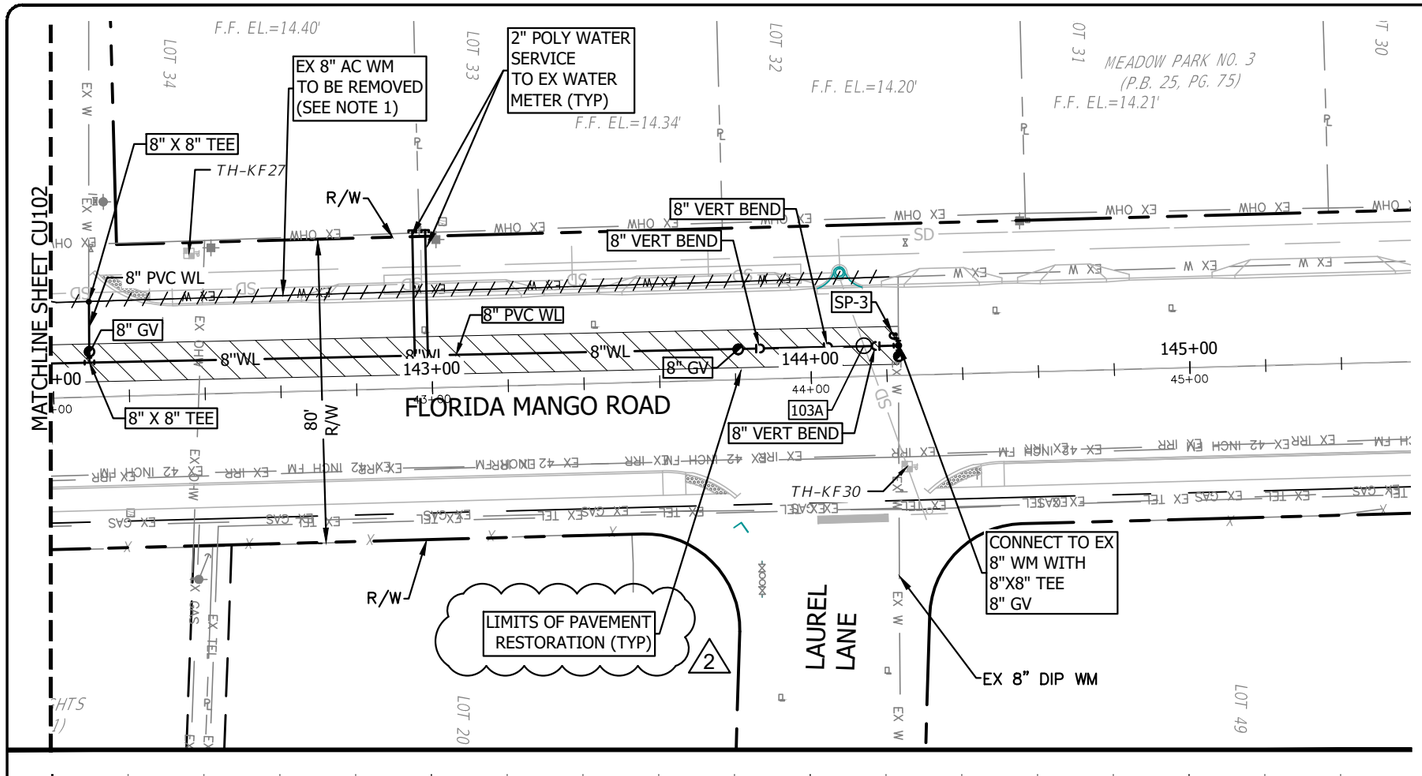
No.	Revision	By	Date
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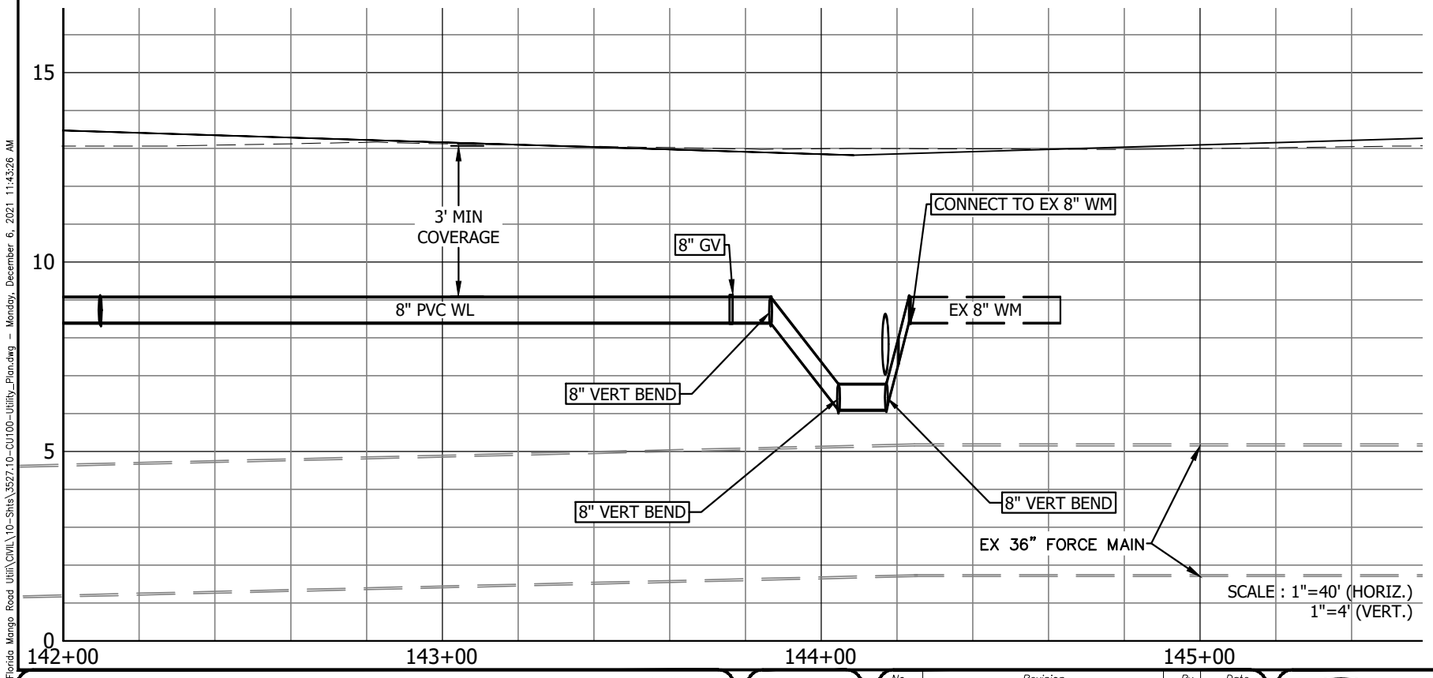
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

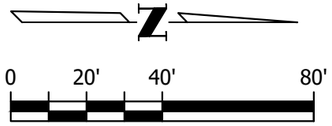
FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
UTILITY PLAN AND PROFILE

Sheet: CU102
Of: 20

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NOTES:
1. EXISTING WATER MAIN AND FORCE MAIN SHALL NOT BE REMOVED OR PLACED OUT OF SERVICE UNTIL NEW WATER MAIN AND FORCE MAIN HAS BEEN TESTED AND RELEASED BY PALM BEACH COUNTY HEALTH DEPARTMENT.
2. SEE SHEET THIS SHEET FOR CONFLICT INFORMATION.
3. CONTRACTOR SHALL FIELD LOCATE EXISTING WATER METERS FOR EACH LOT PRIOR TO WATER SERVICE INSTALLATION FOR EACH LOT.
4. CONTRACTOR SHALL NOTIFY VILLAGE OF PALM SPRINGS PRIOR TO RECONNECTION OF WATER SERVICE TO EACH LOT.

100A	15" STORM	8.00 BOP
	8" PROP WL	7.00 TOP
100B	24" EX FM	7.71 BOP
	8" PROP WL	3.80 TOP
100C	6" EX GAS	8.71 BOP
	8" PROP WL	3.80 TOP
100D	4" EX CONDUIT	8.80 BOP
	8" PROP WL	3.80 TOP
100E	24" EX FM	5.88 BOP
	8" PROP WL	4.51 TOP
100F	4" EX CONDUIT	8.80 BOP
	8" PROP WL	3.80 TOP
100G	18" STORM	4.60 BOP
	8" PROP WL	3.80 TOP
100H	4" EX CONDUIT	8.80 BOP
	8" PROP WL	7.26 TOP
101A	8" PROP WL	6.87 BOP
	36" EX FM	5.33 TOP
101B	6" EX GAS	9.06 BOP
	8" PROP WL	7.90 TOP
101C	4" EX CONDUIT	9.09 BOP
	8" PROP WL	3.80 TOP
101D	8" PROP WL	8.27 BOP
	18" STORM	7.33 TOP
102A	8" PROP WL	8.27 BOP
	18" STORM	6.21 TOP
102B	24" EX FM	6.61 BOP
	8" PROP WL	6.00 TOP
102C	8" PROP WL	9.55 BOP
	36" STORM	8.78 TOP
102D	8" PROP WL	10.07 BOP
	36" STORM	8.32 TOP
102E	24" PROP FM	8.91 BOP
	36" STORM	8.34 TOP
102F	16" PROP FM	9.41 BOP
	36" STORM	8.68 TOP
102G	8" PROP WL	10.07 BOP
	36" STORM	8.74 TOP
102H	8" PROP WL	10.07 BOP
	16" PROP FM	8.01 TOP
102I	8" PROP WL	7.67 BOP
	16" EX FM	6.70 TOP
103A	18" STORM	6.85 BOP
	8" PROP WL	6.10 TOP

1

1

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
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2	ADDENDUM #2	CJH	12/6/21

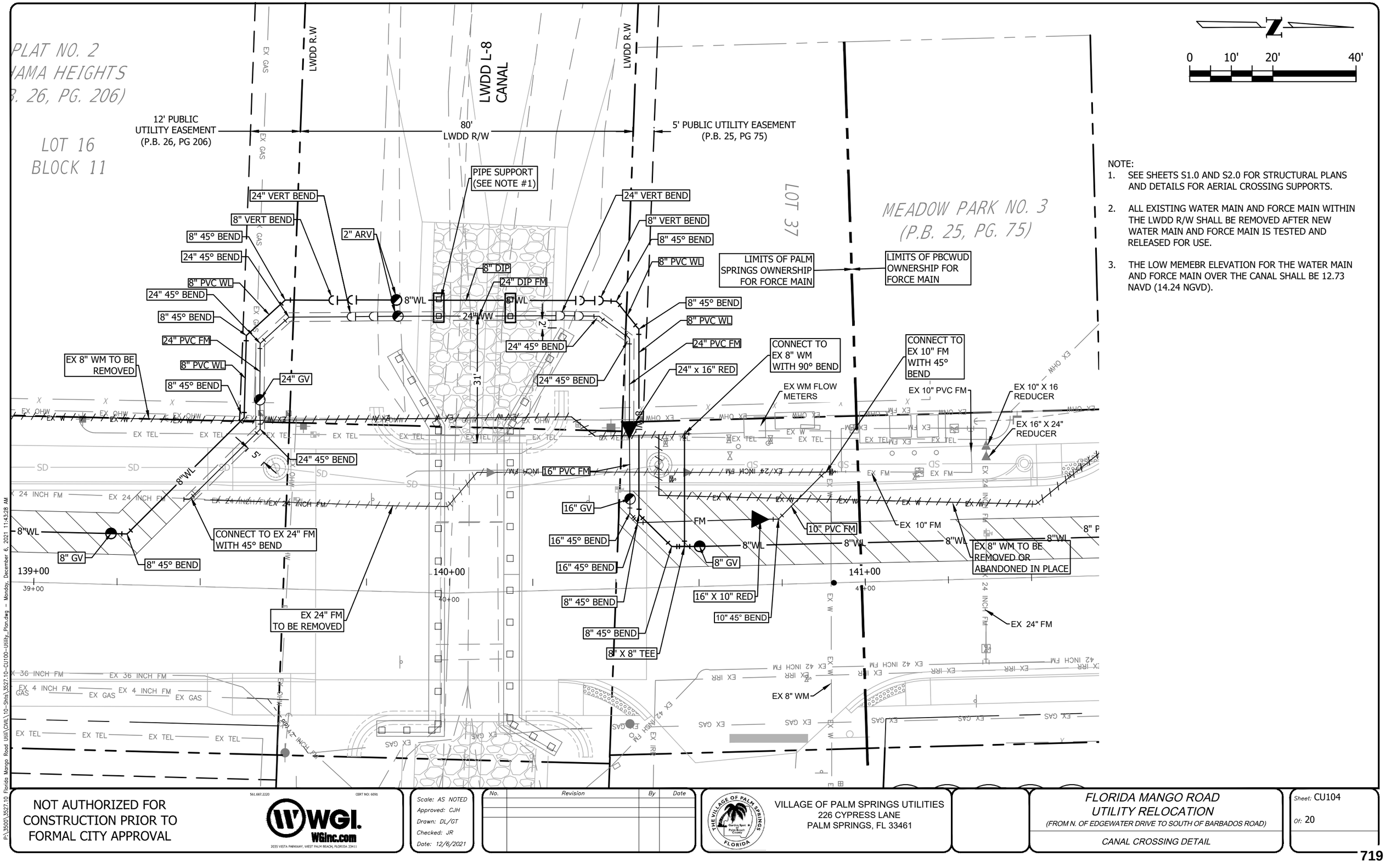
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

UTILITY PLAN AND PROFILE

Sheet: CU103
Of: 20

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0 10' 20' 40'

NOTE:

1. SEE SHEETS S1.0 AND S2.0 FOR STRUCTURAL PLANS AND DETAILS FOR AERIAL CROSSING SUPPORTS.
2. ALL EXISTING WATER MAIN AND FORCE MAIN WITHIN THE LWDD R/W SHALL BE REMOVED AFTER NEW WATER MAIN AND FORCE MAIN IS TESTED AND RELEASED FOR USE.
3. THE LOW MEMEBR ELEVATION FOR THE WATER MAIN AND FORCE MAIN OVER THE CANAL SHALL BE 12.73 NAVD (14.24 NGVD).

P:\3500\3527.10 Florida Mango Road Utility\CIVIL\10-Shts\3527.10-CU100-Utility_Plan.dwg - Monday, December 6, 2021 11:43:28 AM

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI
WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD UTILITY RELOCATION

(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

CANAL CROSSING DETAIL

Sheet: CU104
Of: 20

VERIFIED UTILITY LOCATE SHEET

Vvh #	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIALS	COORDINATES		EXISTING GROUND ELEVATION	TOP ELEVATION	COMMENTS
				NORTHING	EASTING			
TH-KF01	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	840818.4	956662.2	11.9	8.2	
TH-KF02	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	840766.1	956645.3	12.7	9.9	
TH-KF03	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	840563.4	956656.0	12.0	8.1	
TH-KF04	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	840562.7	956639.6	11.9	8.7	
TH-KF05	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	840503.5	956638.4	11.9	9.2	
TH-KF06	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	840457.5	956653.2	12.1	7.8	
TH-KF07	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	840441.8	956636.1	12.7	9.9	
TH-KF08	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	840927.1	956664.7	12.1	8.5	
TH-KF09	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	840925.9	956663.0	12.0	9.9	
TH-KF10	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	840959.2	956649.9	12.6	10.0	
TH-KF11	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	841110.3	956669.8	12.0	8.5	
TH-KF12	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841112.2	956653.6	12.4	9.2	
TH-KF13	VILLAGE OF PALM SPRINGS, FORCE MAIN	8"	PVC	841285.3	956674.2	11.9	8.4	
TH-KF14	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841298.8	956658.6	12.3	9.9	
TH-KF15	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	840925.0	956730.7	12.3	10.5	
TH-KF16	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	841451.7	956679.1	11.9	8.5	
TH-KF17	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841453.7	956663.0	12.5	9.9	
TH-KF18	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	841524.5	956681.2	11.8	8.5	
TH-KF19	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841522.5	956664.9	12.5	9.5	
TH-KF20	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	841669.2	956683.9	12.1	8.4	
TH-KF21	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841676.1	956668.2	11.9	9.7	
TH-KF22	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	AC	841663.2	956644.9	12.2	9.6	
TH-KF23	VILLAGE OF PALM SPRINGS, FORCE MAIN	24"	PVC	841849.8	956689.3	12.3	8.7	
TH-KF24	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	841853.8	956673.5	12.2	9.1	
TH-KF25	VILLAGE OF PALM SPRINGS, FORCE MAIN	UNK.	DIP	842015.8	956697.2	12.7	8.4	SIZE UNATTAINABLE DUE TO LOOSE SOIL CONDITION
TH-KF26	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	842046.5	956673.0	12.2	9.5	
TH-KF27	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	842122.2	956668.1	12.4	9.0	
TH-KF28	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	841929.2	956674.1	12.5	9.3	
TH-KF29	VILLAGE OF PALM SPRINGS, FORCE MAIN	16"	DIP	841927.1	956686.7	12.3	8.0	
TH-KF30	VILLAGE OF PALM SPRINGS, WATER MAIN	8"	DIP	842311.8	956724.4	12.2	9.2	

PROJECT LIMITS: FROM NORTH OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD.

SUBSURFACE UTILITY ENGINEERING NOTES:

1. OWNERSHIP IS BASED UPON OBSERVING VISIBLE ABOVE GROUND UTILITY FEATURES, SUNSHINE 811 DIG TICKET, AND PROFESSIONAL JUDGEMENT. NO RECORDS RESEARCH WAS PERFORMED BY WGI, INC.

SURVEYOR'S NOTES:

1. SURVEY WAS PERFORMED BY WGI, INC.
2. VERTICAL INFORMATION IS RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
3. BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), ADJUSTMENT 2011.
4. PROJECT UNITS: U.S. SURVEY FEET.
5. THE SPECIFIC PURPOSE OF SURVEY IS TO DETERMINE THE HORIZONTAL AND VERTICAL LOCATION OF VACUUM TEST HOLES AS MARKED ON THE SURFACE BY THE SUBSURFACE UTILITY ENGINEERING DEPARTMENT OF WGI, INC.
6. WGI PROJECT #3527.10

JEFFREY C. COONER
LICENSE NUMBER
No. 4052
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THIS SPECIFIC PURPOSE SURVEY WAS MADE FOR THE PURPOSE OF SURVEYING, REFERENCING, DESCRIBING AND MAPPING THE VACUUM EXCAVATION. TEST HOLES, AS MARKED ON THE SURFACE AND SURVEYED BY WGI INC. AND THAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES. THIS MAP CONSISTING OF SHEET UTV-1 IS A TRUE, ACCURATE AND COMPLETED DEPICTION OF THE RESULTS OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON JUNE 3, 2021.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS SHEET ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

WGI INC.
2035 VISTA PARKWAY
WEST PALM BEACH, FL, 33411
JEFFREY C. COONER, PSM No. 4052

THE ABOVE NAMED PROFESSIONAL SURVEYOR & MAPPER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 5J-17.062, F.A.C

SHEET NO.	SHEET DESCRIPTION
UTV-1	VERIFIED UTILITY LOCATE SHEET

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

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WGI WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

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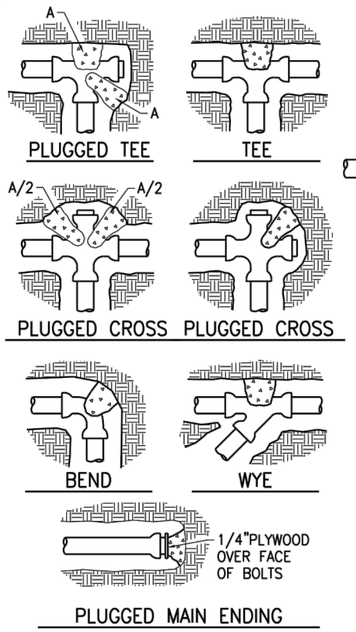
No.	Revision	By	Date

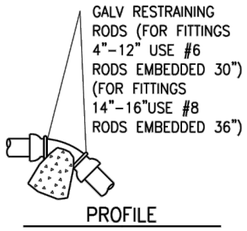
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
UTILITY LOCATION SHEET

Sheet: CU105
Of: 20

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VOLUME OF THRUST BLOCKS FOR VERTICAL BENDS IN CUBIC YARDS			
FITTING SIZE	BENDS		
	11-1/4°	22-1/2°	45°
4"	0.2	0.4	1.1
6"	0.4	1.0	2.7
8"	0.6	1.5	4.0
10"	0.9	2.3	6.0
12"	1.3	3.2	8.5
14"	1.8	4.3	11.5
16"	2.3	5.6	14.8

BEARING AREA OF THRUST BLOCKS IN SQ.FT. (HORIZONTAL FITTINGS)							
FITTING SIZE	BENDS			TEE,WYE PLUG,OR CAP	TEE (PLUGGED RUN		90 BEND OR PLUGGED CROSS
	11-1/4°	22-1/2°	45°		A1	A2	
4"			1.0	1.0	1.9	1.4	1.4
6"		1.0	1.6	2.1	4.3	3.0	3.0
8"	1.0	1.5	2.9	3.8	7.6	5.4	5.3
10"	1.2	2.4	4.6	5.9	11.8	8.4	8.4
12"	1.7	3.4	6.6	8.5	17.0	12.0	12.0
14"	2.3	4.6	8.9	11.5	23.0	16.3	16.3
16"	3.0	6.0	11.6	15.0	30.0	21.3	21.3
18"	3.8	7.6	14.6	19.0	38.0	27.0	27.0
20"	4.7	9.4	18.1	23.5	47.0	33.3	33.3
24"	6.8	13.6	26.2	34.0	68.0	48.0	48.0

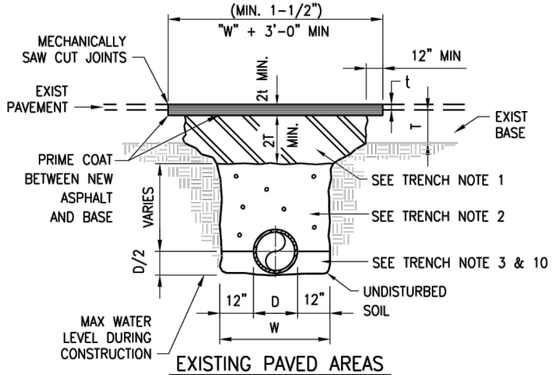
THRUST BLOCK NOTES

1) REQUIRED VOLUMES OR BEARING AREAS INDICATED AT FITTINGS ARE BASED UPON TEST PRESSURES OF 150 PSIG, 2,000 LBS/SF ALLOWABLE SOIL BEARING STRESS AND THE WEIGHT OF CONCRETE EQUAL TO 4050 LBS/CY.
2) BEARING AREAS OF THRUST BLOCKS SHALL NOT BE LESS THAN 1.0 SF.
3) KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES AND WRAP THE FITTING WITH VISQUEEN PRIOR TO PLACING CONCRETE.
4) BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON DRAWINGS SHALL TAKE PRECEDENCE OVER THIS STANDARD.
5) THRUST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESULTANT THRUSTS SHALL BE THE SAME AS HORIZONTAL BENDS.
6) COMPUTE BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS AT DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES WITH THE FOLLOWING EQUATION:
   BEARING AREA = (REQUIRED TEST PRESSURE/150 X (2,000/ACTUAL SOIL BEARING STRESS) X (TABLE VALUE)
7) COMPUTE VOLUMES OF CONCRETE FOR VERTICAL BENDS HAVING UPWARD RESULTANT THRUSTS AT DIFFERENT TEST PRESSURES WITH THE FOLLOWING EQUATION:
   VOLUME = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)

(THRUST BLOCKS ALLOWED AT LOCATIONS SHOWN ON DRAWINGS ONLY)

THRUST BLOCK NOTES AND DETAILS

FM01



1) PREPARE BASE SECTION, SAW CUT EXISTING PAVEMENT AS APPLICABLE. PRIME COAT, TACK COAT AND PLACE ASPHALT PATCH IMMEDIATELY FOLLOWING PIPE INSTALLATION.

   BASE MATERIAL SHALL BE TWICE THE THICKNESS OF EXISTING BASE MATERIAL, BUT IN NO CASE BE LESS THAN 12". BASE MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" AND COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
2) FILL PLACED IN 8" LIFTS COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
3) FILL COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
4) NATURAL TOP SOIL GRADED TO 1" TO 2" BELOW GRADE WHERE SOD IS REQUIRED.
5) FILL PLACED IN 12" LIFTS (LOOSE MEASURE), COMPACTED TO DENSITY EQUAL TO SURROUNDING MATERIAL BUT NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
6) EXCAVATIONS SHALL BE DEWATERED WHERE APPLICABLE TO ENABLE PIPE AND APPURTENANCES TO BE INSTALLED FREE OF WATER.
7) LIMEROCK BASE MATERIAL PER FDOT 911.
8) TYPE S-III ASPHALTIC CONCRETE SHALL BE AS SPECIFIED. PAVEMENT PATCH THICKNESS TO MATCH EXISTING PAVEMENT THICKNESS, BUT IN NO CASE LESS THAN 1-1/2".
9) OUTLINE OF TRENCH EXCAVATION IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL TRENCH WIDTH AND SHAPE WILL VARY WITH SOIL CONDITIONS. TRENCH EXCAVATION SHALL BE COMPLETED IN ACCORDANCE WITH THE "FLORIDA TRENCH SAFETY ACT" AND OSHA TRENCH EXCAVATION STANDARDS.
10) BEDDING MATERIAL FOR TYPICAL GRAVITY PIPE INSTALLATION AND ANY PIPE INSTALLATION WHERE UNSUITABLE TRENCH BOTTOM CONDITIONS ARE FOUND SHALL BE CRUSHED LIMEROCK (MAXIMUM SIZE 3/4"). BEDDING SHALL BE PLACED IN LIFTS NOT TO EXCEED 6" AND COMPACTED TO 98% OF THE MATERIAL'S MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557 (AASHTO T-180).
11) FINAL SURFACE RESTORATION REQUIREMENTS AND MATERIALS PER APPLICABLE RIGHT-OF-WAY AUTHORITY OR PER PARCEL REQUIREMENTS.

TYPICAL UTILITY TRENCH BACKFILL AND BEDDING

FM02

		MIN LENGTH TO BE RESTRAINED (FT) PER PIPE DIA.				
FITTING TYPE		4"	6"	8"	10"	12"
90° HORIZ. BEND		15	21	27	32	37
45° HORIZ. BEND		6	9	11	13	15
22-1/2° HORIZ. BEND		3	4	5	6	7
11-1/4° HORIZ. BEND		1	2	3	3	4
45° VERT. OFFSET	UPPER BEND	13	18	24	28	33
	LOWER BEND	7	6	7	9	10
22-1/2° VERT. OFFSET	UPPER BEND	6	9	11	14	16
	LOWER BEND	4	3	3	4	5
PLUG (DEAD END)		31	44	57	69	81
VALVE		31	44	57	69	81
4" x Ø" TEE	RUN	5	–	–	–	–
	BRANCH	9	–	–	–	–
6" x Ø" TEE	RUN	5	5	–	–	–
	BRANCH	1	21	–	–	–
8" x Ø" TEE	RUN	5	5	5	–	–
	BRANCH	1	14	34	–	–
10" x Ø" TEE	RUN	5	5	5	5	–
	BRANCH	1	5	28	45	–
12" x Ø" TEE	RUN	5	5	5	5	5
	BRANCH	1	1	21	40	57
6" x Ø" REDUCER	LARGE SIDE	23	–	–	–	–
8" x Ø" REDUCER	LARGE SIDE	41	24	–	–	–
10" x Ø" REDUCER	LARGE SIDE	56	42	23	–	–
12" x Ø" REDUCER	LARGE SIDE	70	59	43	40	–

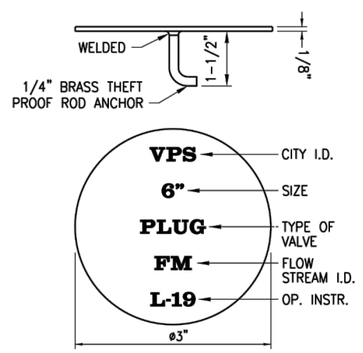
NOTES

1) RESTRAINT INFORMATION FOR DUCTILE IRON PIPE INSTALLATION.
2) MINIMUM LENGTH TO BE RESTRAINED BASED ON MINIMUM 2'-6" OF COVER, MAXIMUM TEST PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF 2. NOTIFY ENGINEER OF ANY DISCREPANCY THAT REQUIRES CLARIFICATION.
3) MINIMUM NUMBER OF JOINTS TO BE RESTRAINED SHALL BE ALL JOINTS WITHIN MINIMUM LENGTH GIVEN BY TABLE.
4) MINIMUM LENGTH TO BE RESTRAINED IS MEASURED IN FEET FROM FITTING OR VALVE.
5) ALL JOINTS BETWEEN UPPER AND LOWER OFFSET BENDS SHALL BE RESTRAINED.
6) ALL JOINTS BETWEEN LOWER BENDS OF CONFLICT CROSSINGS SHALL BE RESTRAINED.
7) RESTRAINED LENGTHS FOR REDUCERS ARE ON LARGE DIAMETER SIDE.
8) RUN RESTRAINT FOR TEES IS UPSTREAM AND DOWNSTREAM.
9) RESTRAINT LENGTHS FOR VALVES ARE REQUIRED UPSTREAM AND DOWNSTREAM.
10) NOTIFY THE ENGINEER IF ATTACHED LENGTH OF PIPE IN EACH DIRECTION ALONG THE RUN OF THE TEE IS SIGNIFICANTLY GREATER THAN 5.0' (LENGTH SHALL NOT BE LESS THAN 5.0'). THE MINIMUM LENGTH OF A BRANCH OF A TEE TO BE RESTRAINED AS SHOWN IN THE ABOVE TABLE IS CALCULATED ASSUMING THE LENGTH OF ATTACHED PIPE ALONG THE RUN OF TEE IN EACH DIRECTION IS 5.0'.
11) JOINT RESTRAINTS SHALL BE AS SPECIFIED.
12) COMPUTE LENGTHS TO BE RESTRAINED AT TEST PRESSURES OTHER THAN 150PSI WITH THE FOLLOWING EQUATION:
    LENGTH = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)
13) IF DEPTH OF COVER IS LESS THAN 2'-6" RESTRAIN ALL JOINTS PER SPECIFICATIONS.

DUCTILE IRON THRUST RESTRAINT TABLE

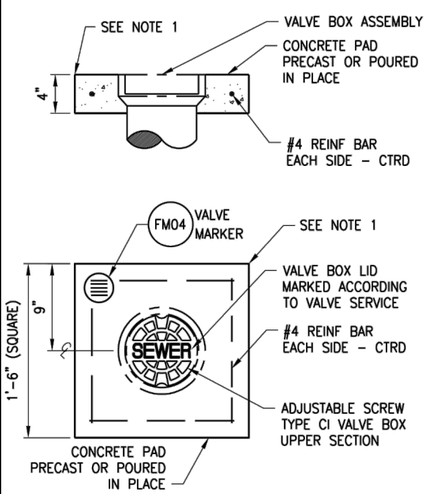
FM03

NOTES:
1) TOP OF BRASS MARKER MUST BE FLUSH WITH SURROUNDING SURFACE AND NOT CREATE A 1/8" TRIPPING HAZARD.
2) FLOW STREAM I.D.'S:
   WM = WATER MAIN
   FM = FORCE MAIN



VALVE MARKER

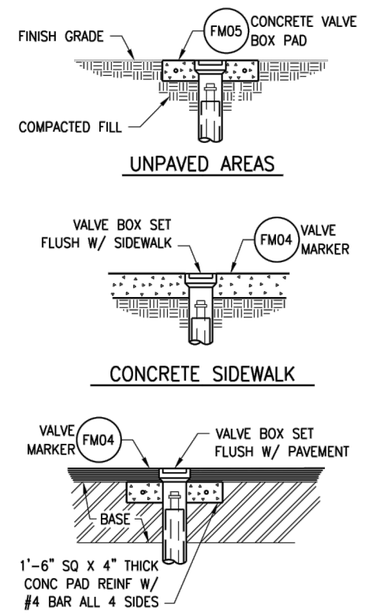
FM04



NOTES:
1. UTILIZE 3/8" RADIUS TOOLED EDGES IF PAD IS LOCATED IN UNPAVED AREAS.

CONCRETE VALVE BOX PAD

FM05



VALVE BOX SETTINGS

FM06

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI. WGInc.com
7035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

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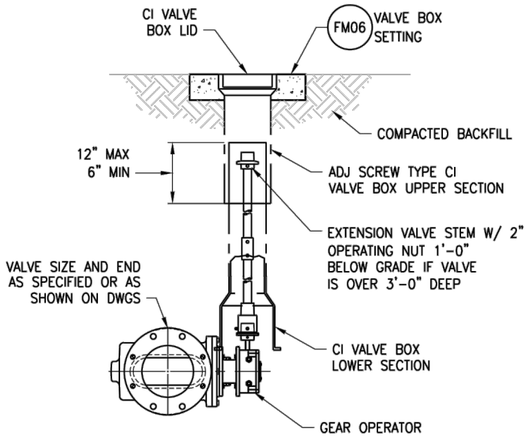
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
WASTEWATER DETAILS

Sheet: C700
Of: 20
Project No.: 3527.10

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PLUG VALVE W/ GEAR OPERATOR

FM07

NOTES

1) WHERE POSSIBLE AND MINIMUM COVER CAN BE MAINTAINED, WATER MAIN SHALL CROSS OVER CONFLICT UTILITY AS PER STANDARD SEPARATION STATEMENT.

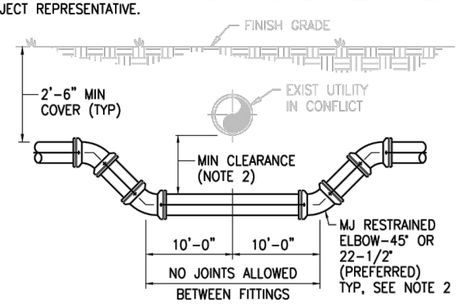
2) MINIMUM CLEARANCES SHALL BE AS FOLLOWS :

EXISTING UTILITY	MINIMUM CLEARANCE
SANITARY SEWER OR FORCE MAIN	18"
STORM SEWER	18"
OTHER UTILITIES	6"

3) ALL JOINTS OF CROSSING SHALL BE RESTRAINED INCLUDING ALL PIPE JOINTS UPSTREAM AND DOWNSTREAM OF UPPER BENDS AS PER DETAIL 105

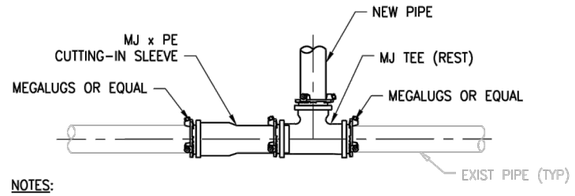
4) PIPE JOINTS MAY BE DEFLECTED AS AN ALTERNATIVE TO FITTINGS AT CONTRACTORS DISCRETION. DO NOT EXCEED PIPE MANUFACTURERS SPECIFIED MAXIMUM DEFLECTION.

5) DETAIL MAY BE MODIFIED IN FIELD WHERE TWO (2) OR MORE UTILITY CONFLICTS ARE IN CLOSE PROXIMITY WITH EACH OTHER. COORDINATE IN FIELD WITH RESIDENT PROJECT REPRESENTATIVE.



UTILITY CROSSING

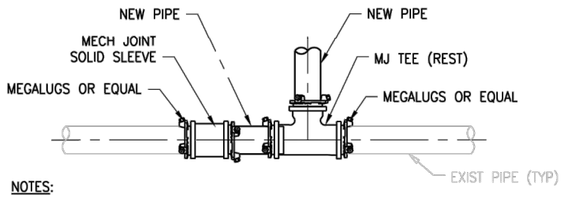
FM08



NOTES:

1) MEGALUGS OR EQUAL ARE REQUIRED THROUGHOUT THE ASSEMBLY.

CUT-IN CONNECTION (DUCTILE IRON MJ </= 12")



NOTES:

1) MEGALUGS OR EQUAL ARE REQUIRED THROUGHOUT THE ASSEMBLY.

CUT-IN CONNECTION (DUCTILE IRON MJ > 14")

CUT-IN CONNECTION

FM09

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Date: 12/6/2021

No.	Revision	By	Date

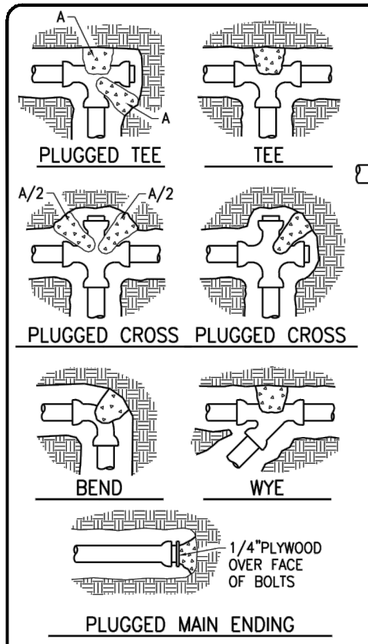
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

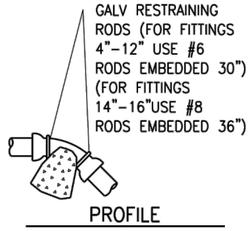
CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

WASTEWATER DETAILS

Sheet: C701
Of: 20
Project No.: 3527.10





VOLUME OF THRUST BLOCKS FOR VERTICAL BENDS IN CUBIC YARDS			
FITTING SIZE	BENDS		
	11-1/4°	22-1/2°	45°
4"	0.2	0.4	1.1
6"	0.4	1.0	2.7
8"	0.6	1.5	4.0
10"	0.9	2.3	6.0
12"	1.3	3.2	8.5
14"	1.8	4.3	11.5
16"	2.3	5.6	14.8

BEARING AREA OF THRUST BLOCKS IN SQ.FT. (HORIZONTAL FITTINGS)							
FITTING SIZE	BENDS			TEE,WYE PLUG,OR CAP	TEE (PLUGGED RUN		90 BEND OR PLUGGED CROSS
	11-1/4°	22-1/2°	45°		A1	A2	
4"			1.0	1.0	1.9	1.4	1.4
6"		1.0	1.6	2.1	4.3	3.0	3.0
8"	1.0	1.5	2.9	3.8	7.6	5.4	5.3
10"	1.2	2.4	4.6	5.9	11.8	8.4	8.4
12"	1.7	3.4	6.6	8.5	17.0	12.0	12.0
14"	2.3	4.6	8.9	11.5	23.0	16.3	16.3
16"	3.0	6.0	11.6	15.0	30.0	21.3	21.3
18"	3.8	7.6	14.6	19.0	38.0	27.0	27.0
20"	4.7	9.4	18.1	23.5	47.0	33.3	33.3
24"	6.8	13.6	26.2	34.0	68.0	48.0	48.0

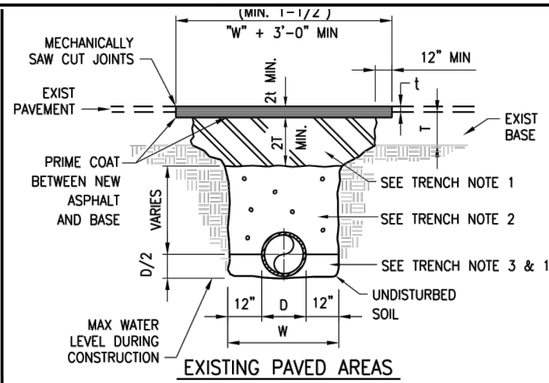
THRUST BLOCK NOTES

1) REQUIRED VOLUMES OR BEARING AREAS INDICATED AT FITTINGS ARE BASED UPON TEST PRESSURES OF 150 PSIG, 2,000 LBS/SF ALLOWABLE SOIL BEARING STRESS AND THE WEIGHT OF CONCRETE EQUAL TO 4050 LBS/CY.
2) BEARING AREAS OF THRUST BLOCKS SHALL NOT BE LESS THAN 1.0 SF.
3) KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES AND WRAP THE FITTING WITH VISQUEEN PRIOR TO PLACING CONCRETE.
4) BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON DRAWINGS SHALL TAKE PRECEDENCE OVER THIS STANDARD.
5) THRUST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESULTANT THRUSTS SHALL BE THE SAME AS HORIZONTAL BENDS.
6) COMPUTE BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS AT DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES WITH THE FOLLOWING EQUATION:
   BEARING AREA = (REQUIRED TEST PRESSURE/150 X (2,000/ACTUAL SOIL BEARING STRESS) X (TABLE VALUE)
7) COMPUTE VOLUMES OF CONCRETE FOR VERTICAL BENDS HAVING UPWARD RESULTANT THRUSTS AT DIFFERENT TEST PRESSURES WITH THE FOLLOWING EQUATION:
   VOLUME = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)

(THRUST BLOCKS ALLOWED AT LOCATIONS SHOWN ON DRAWINGS ONLY)

THRUST BLOCK NOTES AND DETAILS

WM01



1) PREPARE BASE SECTION, SAW CUT EXISTING PAVEMENT AS APPLICABLE. PRIME COAT, TACK COAT AND PLACE ASPHALT PATCH IMMEDIATELY FOLLOWING PIPE INSTALLATION.

   BASE MATERIAL SHALL BE TWICE THE THICKNESS OF EXISTING BASE MATERIAL, BUT IN NO CASE BE LESS THAN 12". BASE MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" AND COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
2) FILL PLACED IN 8" LIFTS COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
3) FILL COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
4) NATURAL TOP SOIL GRADED TO 1" TO 2" BELOW GRADE WHERE SOD IS REQUIRED.
5) FILL PLACED IN 12" LIFTS (LOOSE MEASURE), COMPACTED TO DENSITY EQUAL TO SURROUNDING MATERIAL BUT NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
6) EXCAVATIONS SHALL BE DEWATERED WHERE APPLICABLE TO ENABLE PIPE AND APPURTENANCES TO BE INSTALLED FREE OF WATER.
7) LIMEROCK BASE MATERIAL PER FDOT 911.
8) TYPE S-III ASPHALTIC CONCRETE SHALL BE AS SPECIFIED. PAVEMENT PATCH THICKNESS TO MATCH EXISTING PAVEMENT THICKNESS, BUT IN NO CASE LESS THAN 1-1/2".
9) OUTLINE OF TRENCH EXCAVATION IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL TRENCH WIDTH AND SHAPE WILL VARY WITH SOIL CONDITIONS. TRENCH EXCAVATION SHALL BE COMPLETED IN ACCORDANCE WITH THE "FLORIDA TRENCH SAFETY ACT" AND OSHA TRENCH EXCAVATION STANDARDS.
10) BEDDING MATERIAL FOR TYPICAL GRAVITY PIPE INSTALLATION AND ANY PIPE INSTALLATION WHERE UNSUITABLE TRENCH BOTTOM CONDITIONS ARE FOUND SHALL BE CRUSHED LIMEROCK (MAXIMUM SIZE 3/4"). BEDDING SHALL BE PLACED IN LIFTS NOT TO EXCEED 6" AND COMPACTED TO 98% OF THE MATERIAL'S MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557 (AASHTO T-180).
11) FINAL SURFACE RESTORATION REQUIREMENTS AND MATERIALS PER APPLICABLE RIGHT-OF-WAY AUTHORITY OR PER PARCEL REQUIREMENTS.

TYPICAL UTILITY TRENCH BACKFILL AND BEDDING

WM02

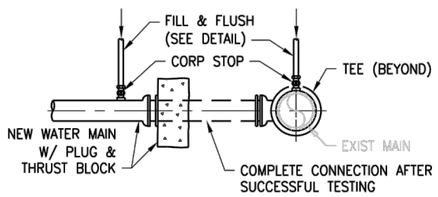
		MIN LENGTH TO BE RESTRAINED (FT) PER PIPE DIA.				
FITTING TYPE		4"	6"	8"	10"	12"
90° HORIZ. BEND		15	21	27	32	37
45° HORIZ. BEND		6	9	11	13	15
22-1/2° HORIZ. BEND		3	4	5	6	7
11-1/4° HORIZ. BEND		1	2	3	3	4
45° VERT. OFFSET	UPPER BEND	13	18	24	28	33
	LOWER BEND	7	6	7	9	10
22-1/2° VERT. OFFSET	UPPER BEND	6	9	11	14	16
	LOWER BEND	4	3	3	4	5
PLUG (DEAD END)		31	44	57	69	81
VALVE		31	44	57	69	81
4" x Ø" TEE	RUN	5	–	–	–	–
	BRANCH	9	–	–	–	–
6" x Ø" TEE	RUN	5	5	–	–	–
	BRANCH	1	21	–	–	–
8" x Ø" TEE	RUN	5	5	5	–	–
	BRANCH	1	14	34	–	–
10" x Ø" TEE	RUN	5	5	5	5	–
	BRANCH	1	5	28	45	–
12" x Ø" TEE	RUN	5	5	5	5	5
	BRANCH	1	1	21	40	57
6" x Ø" REDUCER	LARGE SIDE	23	–	–	–	–
8" x Ø" REDUCER	LARGE SIDE	41	24	–	–	–
10" x Ø" REDUCER	LARGE SIDE	56	42	23	–	–
12" x Ø" REDUCER	LARGE SIDE	70	59	43	40	–

NOTES

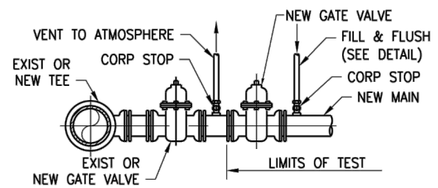
1) RESTRAINT INFORMATION FOR DUCTILE IRON PIPE INSTALLATION.
2) MINIMUM LENGTH TO BE RESTRAINED BASED ON MINIMUM 2'-6" OF COVER, MAXIMUM TEST PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF 2. NOTIFY ENGINEER OF ANY DISCREPANCY THAT REQUIRES CLARIFICATION.
3) MINIMUM NUMBER OF JOINTS TO BE RESTRAINED SHALL BE ALL JOINTS WITHIN MINIMUM LENGTH GIVEN BY TABLE.
4) MINIMUM LENGTH TO BE RESTRAINED IS MEASURED IN FEET FROM FITTING OR VALVE.
5) ALL JOINTS BETWEEN UPPER AND LOWER OFFSET BENDS SHALL BE RESTRAINED.
6) ALL JOINTS BETWEEN LOWER BENDS OF CONFLICT CROSSINGS SHALL BE RESTRAINED.
7) RESTRAINED LENGTHS FOR REDUCERS ARE ON LARGE DIAMETER SIDE.
8) RUN RESTRAINT FOR TEES IS UPSTREAM AND DOWNSTREAM.
9) RESTRAINT LENGTHS FOR VALVES ARE REQUIRED UPSTREAM AND DOWNSTREAM.
10) NOTIFY THE ENGINEER IF ATTACHED LENGTH OF PIPE IN EACH DIRECTION ALONG THE RUN OF THE TEE IS SIGNIFICANTLY GREATER THAN 5.0' (LENGTH SHALL NOT BE LESS THAN 5.0'). THE MINIMUM LENGTH OF A BRANCH OF A TEE TO BE RESTRAINED AS SHOWN IN THE ABOVE TABLE IS CALCULATED ASSUMING THE LENGTH OF ATTACHED PIPE ALONG THE RUN OF TEE IN EACH DIRECTION IS 5.0'.
11) JOINT RESTRAINTS SHALL BE AS SPECIFIED.
12) COMPUTE LENGTHS TO BE RESTRAINED AT TEST PRESSURES OTHER THAN 150PSI WITH THE FOLLOWING EQUATION:
    LENGTH = (REQUIRED TEST PRESSURE/150) X (TABLE VALUE)
13) IF DEPTH OF COVER IS LESS THAN 2'-6" RESTRAIN ALL JOINTS PER SPECIFICATIONS.

DUCTILE IRON THRUST RESTRAINT TABLE

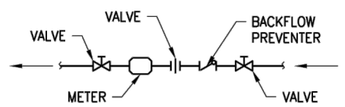
WM03



METHOD "A"



METHOD "B"



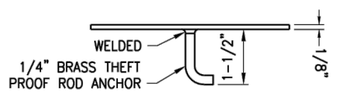
FLUSH / FILL LINE DETAIL

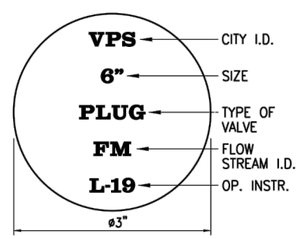
NOTES:
1) REMOVE TEMPORARY CONNECTION AT CORP STOP ON EXIST MAIN AFTER FILLING & FLUSHING NEW LINE.
2) DO NOT REMOVE TEMPORARY CONNECTION AT CORP STOP ON NEW MAIN UNTIL ALL TESTS ARE COMPLETE.
3) METHOD "B" IS PREFERRED METHOD AND WILL BE REQUIRED FOR ALL CONNECTIONS UNLESS EXISTING CONDITIONS DICTATE OTHERWISE.
4) PROVIDE ALL NECESSARY THRUST BLOCKS OR RESTRAINTS.
5) COMPLY WITH PERMIT REQUIREMENTS.

FILL & FLUSH CONNECTIONS

WM04

NOTES:
1) TOP OF BRASS MARKER MUST BE FLUSH WITH SURROUNDING SURFACE AND NOT CREATE A 1/8" TRIPPING HAZARD.
2) FLOW STREAM I.D.'S:
   WM = WATER MAIN
   FM = FORCE MAIN





VALVE MARKER

WM05

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

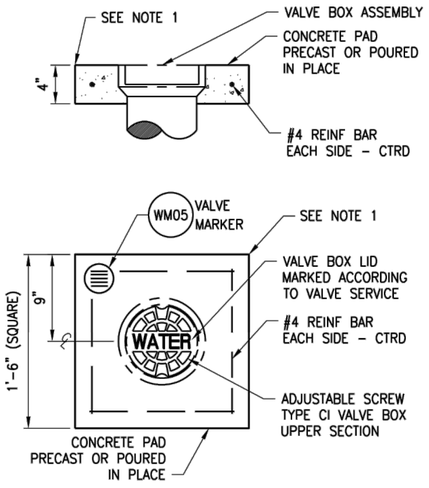
CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

WATER DETAILS

Sheet: C800
Of: 20
Project No.: 3527.10

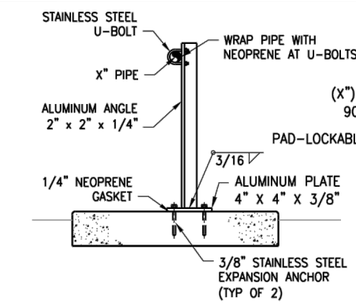
P:\3500\3527.10 Florida Mango Road Util\CIVIL\10-Shts\3527.10-C800-Water_Details.dwg - Monday, December 6, 2021 11:43:37 AM



NOTES:
1. UTILIZE 3/8" RADIUS TOOLED EDGES IF PAD IS LOCATED IN UNPAVED AREAS.

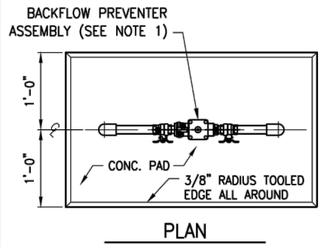
CONCRETE VALVE BOX PAD

WM06

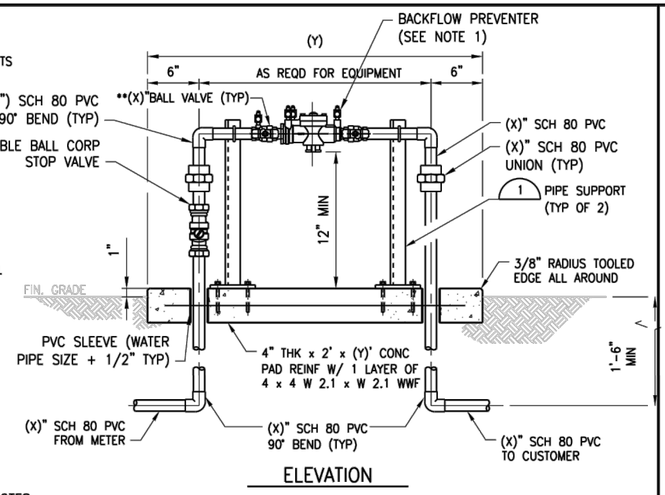


DETAIL 1

SCALE: NTS



PLAN

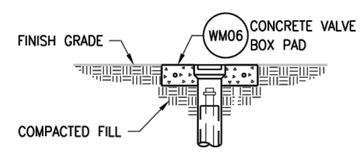


ELEVATION

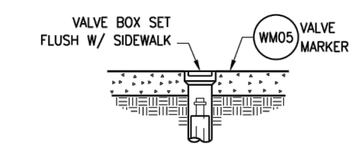
NOTES:
1. BACKFLOW PREVENTER SHALL BE RPZ TYPE AS SPECIFICED AND USC APPROVED.
2. ** PROVIDED BY BACKFLOW MANUFACTURER.
3. (X)" = SERVICE SIZE 1" THROUGH 2".
4. EXPOSED PVC PIPE SHALL BE PAINTED PER STANDARD SPECIFICATIONS.
5. CONTRACTOR TO SECURE PLUMBING PERMIT WITH THE LOCAL BUILDING DEPARTMENT.

BACKFLOW PREVENTER 1" – 2"(R.P.Z. TYPE)

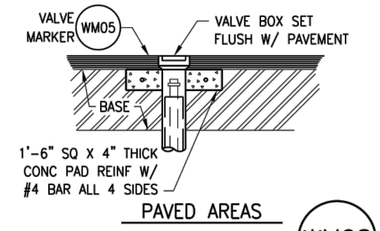
WM07



UNPAVED AREAS



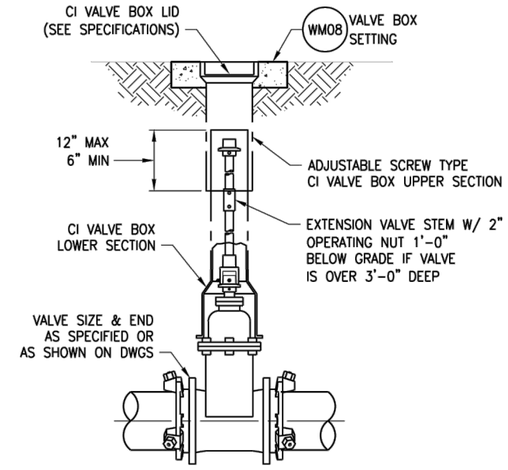
CONCRETE SIDEWALK



PAVED AREAS

VALVE BOX SETTINGS

WM08



GATE VALVE SETTING

WM09

NOTES

1) WHERE POSSIBLE AND MINIMUM COVER CAN BE MAINTAINED, WATER MAIN SHALL CROSS OVER CONFLICT UTILITY AS PER STANDARD SEPARATION STATEMENT.

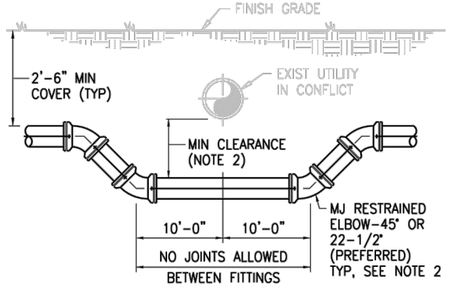
2) MINIMUM CLEARANCES SHALL BE AS FOLLOWS :

EXISTING UTILITY	MINIMUM CLEARANCE
SANITARY SEWER OR FORCE MAIN	18"
STORM SEWER	18"
OTHER UTILITIES	6"

3) ALL JOINTS OF CROSSING SHALL BE RESTRAINED INCLUDING ALL PIPE JOINTS UPSTREAM AND DOWNSTREAM OF UPPER BENDS AS PER DETAIL 105

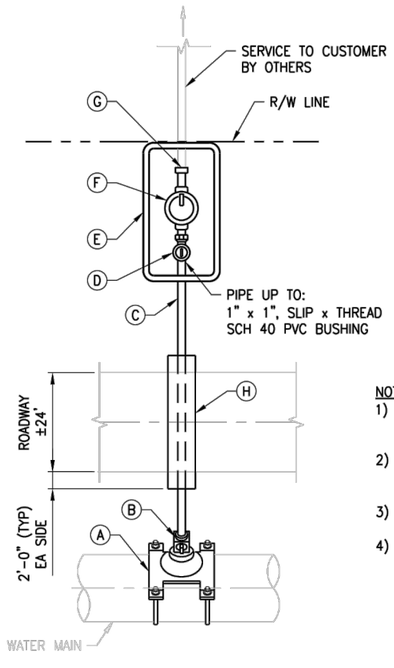
4) PIPE JOINTS MAY BE DEFLECTED AS AN ALTERNATIVE TO FITTINGS AT CONTRACTORS DISCRETION. DO NOT EXCEED PIPE MANUFACTURERS SPECIFIED MAXIMUM DEFLECTION.

5) DETAIL MAY BE MODIFIED IN FIELD WHERE TWO (2) OR MORE UTILITY CONFLICTS ARE IN CLOSE PROXIMITY WITH EACH OTHER. COORDINATE IN FIELD WITH RESIDENT PROJECT REPRESENTATIVE.



UTILITY CROSSING

WM10



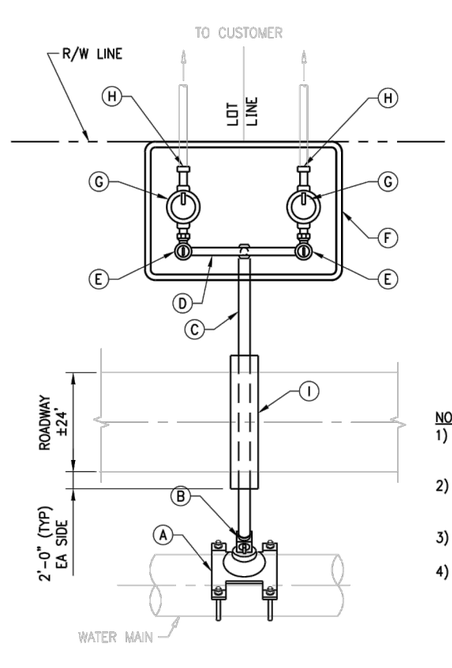
LEGEND

- (A) MAIN X 1" CC TAP DOUBLE BALE SERVICE SADDLE, SMITH BLAIR 313
- (B) 1" CORPORATION STOP, FORD F1000-4-Q-NL
- (C) 1" AWWA C901, SDR9, PE 4710, BLUE POLY PIPE, 250 PSI
- (D) KEYED METER STOP 5/8" CTS COMPRESSION X 5/8", FORD BA43-242W
- (E) NDS SINGLE 12" STANDARD BOX, #D1200 B/O W/ SINGLE PLASTIC LID AND CAST IRON READER # D1200
- (F) 5/8" MASTER METER MODEL #BL05. (PROVIDED/INSTALLED BY VILLAGE)
- (G) 5/8" x 3/4" METER TAIL AND 3/4" SCH 40 PVC FEMALE ADAPTER. (PROVIDED/INSTALLED BY VILLAGE)
- (H) 3" SCH 40 PVC CASING, PVC CASING REQ FOR ALL SERVICES INSTALLED IN PAVED AREAS. MINIMUM LENGTH OF CASING SHALL BE WIDTH OF PAVEMENT + 2' ON EACH END.

NOTES:
1) LOCATION OF WATER SERVICES SHALL BE DETERMINED IN THE FIELD BY OWNER OR RESIDENT PROJECT REPRESENTATIVE.
2) SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE 18" CENTERS (MIN).
3) MINIMUM COVER FOR SERVICE LINES SHALL BE 2'-0".
4) ALL BRASS COMPONENTS THAT COME IN CONTACT WITH POTABLE WATER SHALL MEET NSF/ANSI STANDARD 61, ANNEX G AND/OR NSF/ANSI STANDARD 372 AS APPLICABLE. BRASS ALLOY SHALL NOT CONTAIN MORE THAN 0.25% LEAD BY WEIGHT.

TYPICAL SINGLE WATER SERVICE

WM11



LEGEND

- (A) MAIN X 1" CC TAP DOUBLE BALE SERVICE SADDLE, SMITH BLAIR 313
- (B) 1" CORPORATION STOP, FORD F1000-4-Q-NL
- (C) 1" AWWA C901, SDR9, PE 4710, BLUE POLY PIPE, 250 PSI
- (D) 1" U-BRANCH CONNECTOR CTS COMPRESSION INLET MNPT OUTLET, FORD U48-43-NL
- (E) 5/8" x 3/4" ANGLE CORP STOP, FORD #AV-13-332W-NL
- (F) CARSON DUAL 12" BODY PLASTIC 012-12, BLACK W/ CARSON FLUSH COVER DUAL LID CAST IRON READER #012-6
- (G) 5/8" MASTER METER MODEL #BL05. (PROVIDED/INSTALLED BY VILLAGE)
- (H) 5/8" x 3/4" METER TAIL AND 3/4" SCH 40 PVC FEMALE ADAPTER. (PROVIDED/INSTALLED BY VILLAGE)
- (I) 3" SCH 40 PVC CASING, PVC CASING REQ FOR ALL SERVICES INSTALLED IN PAVED AREAS. MINIMUM LENGTH OF CASING SHALL BE WIDTH OF PAVEMENT + 2' ON EACH END.

NOTES:
1) LOCATION OF WATER SERVICES SHALL BE DETERMINED IN THE FIELD BY OWNER OR RESIDENT PROJECT REPRESENTATIVE.
2) SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE 18" CENTERS (MIN).
3) MINIMUM COVER FOR SERVICE LINES SHALL BE 2'-0".
4) ALL BRASS COMPONENTS THAT COME IN CONTACT WITH POTABLE WATER SHALL MEET NSF/ANSI STANDARD 61, ANNEX G AND/OR NSF/ANSI STANDARD 372 AS APPLICABLE. BRASS ALLOY SHALL NOT CONTAIN MORE THAN 0.25% LEAD BY WEIGHT.

TYPICAL DOUBLE WATER SERVICE

WM12

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
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No.	Revision	By	Date

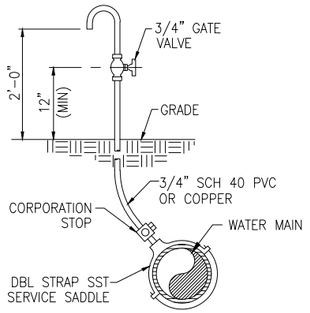
VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
WATER DETAILS

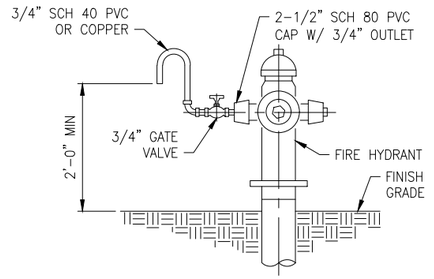
Sheet: C801
Of: 20
Project No.: 3527.10

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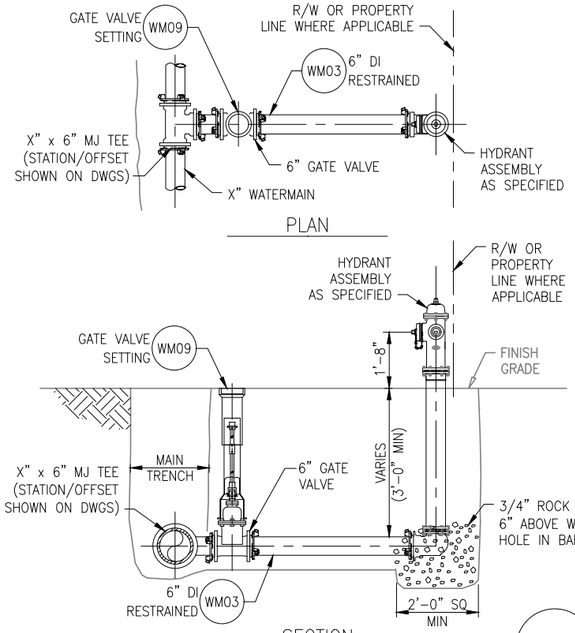
TEMPORARY SAMPLE POINT

WM13



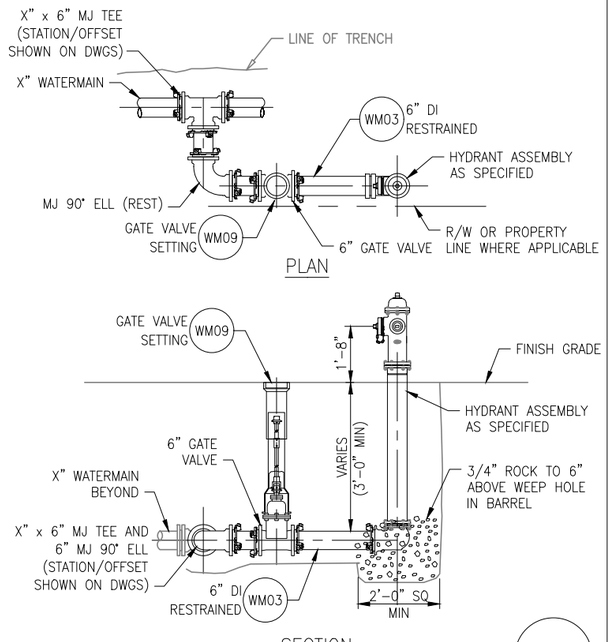
SAMPLE POINT (FIRE HYDRANT)

WM14



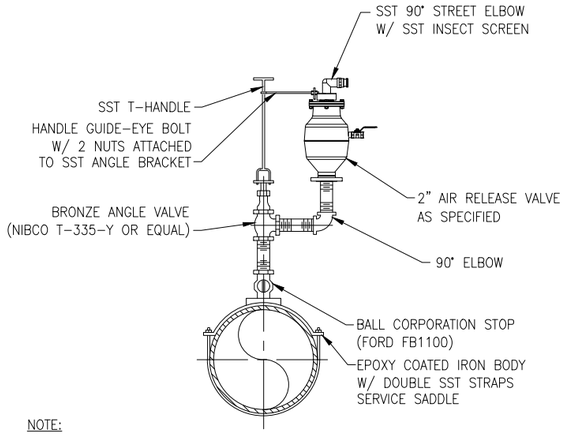
FIRE HYDRANT (STANDARD)

WM15



FIRE HYDRANT (PARALLEL)

WM16

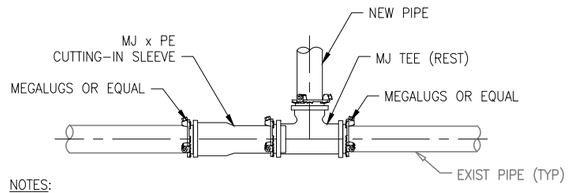


NOTE:

1) CORP STOP, ANGLE VALVE, PIPING AND ETC TO MATCH AIR RELEASE VALVE DIAMETER. WHERE HEIGHT IS AN ISSUE UTILIZE H-TEC UNIVERSAL PIPE SADDLE MODEL 391.
2) ALL CONNECTING PIPING AND FITTINGS SHALL BE SCH 40S 304 SST.
3) ARV SHALL BE H-TEC MODEL 986 OR EQUAL.

AUTOMATIC AIR RELIEF (MOUNT ABOVE PIPE)

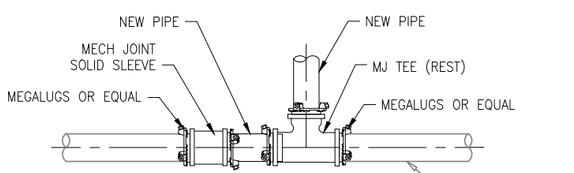
WM17



NOTES:

1) MEGALUGS OR EQUAL ARE REQUIRED THROUGHOUT THE ASSEMBLY.

CUT-IN CONNECTION (DUCTILE IRON MJ </= 12")



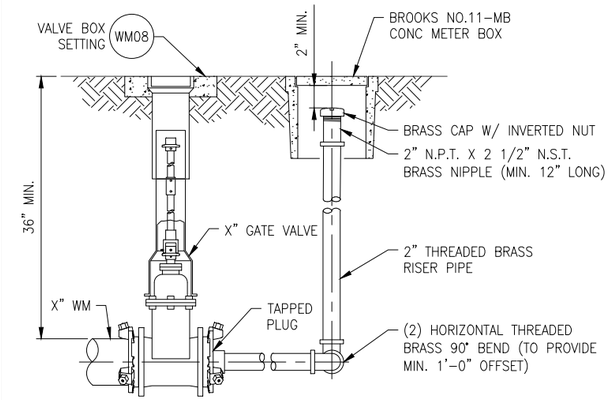
NOTES:

1) MEGALUGS OR EQUAL ARE REQUIRED THROUGHOUT THE ASSEMBLY.

CUT-IN CONNECTION (DUCTILE IRON MJ > 14")

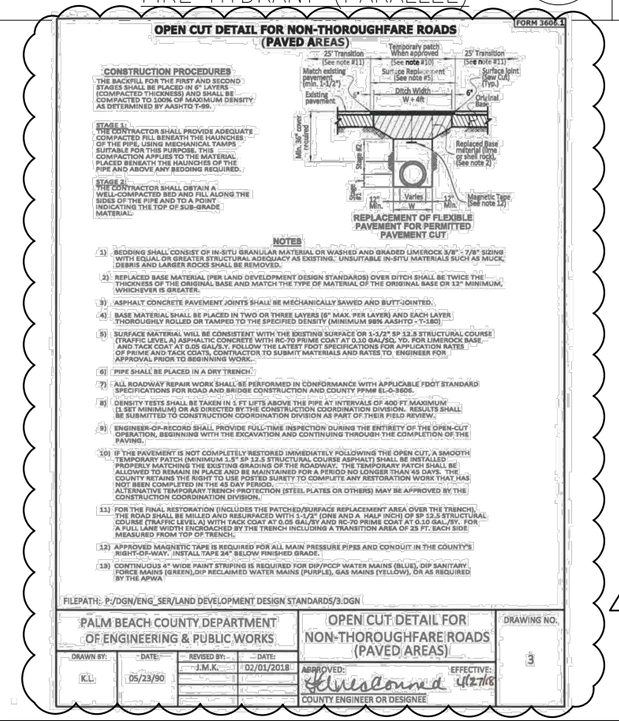
CUT-IN CONNECTION

WM18



2" TERMINAL BLOWOFF

WM19



OPEN CUT DETAIL FOR NON-THOROUGHFARE ROADS (PAVED AREAS) FORM 3605.1

CONSTRUCTION PROCEDURES

THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LAYERS, COMPACTED THOROUGHLY AND SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

STAGE 1:
THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS. SPECIAL CARE SHALL BE GIVEN TO COMPACTION APPLIED TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:
THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.

REPLACEMENT OF FLEXIBLE PAVEMENT FOR PERMITTED PAVEMENT CUT

NOTES

1) BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2) REPLACED BASE MATERIAL (PER LAND DEVELOPMENT DESIGN STANDARDS) OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE AND MATCH THE TYPE OF MATERIAL OF THE ORIGINAL BASE OR 12" MINIMUM, WHICHEVER IS GREATER.
3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.
4) BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY (MINIMUM 98% AASHTO - T-180).
5) SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE OR 1-1/2" SP 12.5 STRUCTURAL COURSE (TRAFFIC LEVEL A) ASPHALTIC CONCRETE WITH RC-70 PRIME COAT AT 0.10 GAL/SQ.YD. FOR LIMEROCK BASE AND TACK COAT AT 0.05 GAL/S.Y. FOLLOW THE LATEST FDOT SPECIFICATIONS FOR APPLICATION RATES OF PRIME AND TACK COATS. CONTRACTOR TO SUBMIT MATERIALS AND RATES TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK.
6) PIPE SHALL BE PLACED IN A DRY TRENCH.
7) ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND COUNTY PPM# EL-G-3605.
8) DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 400 FT MAXIMUM (1 SET MINIMUM) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION DIVISION AS PART OF THEIR FIELD REVIEW.
9) ENGINEER-OF-RECORD SHALL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.
10) IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 1.5" SP 12.5 STRUCTURAL COURSE ASPHALT) SHALL BE INSTALLED PROPERLY MATCHING THE EXISTING GRADING OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE MAINTAINED IN A SAFE CONDITION FOR VEHICULAR TRAFFIC UNTIL THE PERMANENT REPAIR IS MADE. COUNTY RETAINS THE RIGHT TO USE PERTED SURETY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 45 DAY PERIOD. ALTERNATIVE TEMPORARY TRENCH PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE CONSTRUCTION COORDINATION DIVISION.
11) FOR THE FINAL RESTORATION (INCLUDES THE PATCHED/SURFACE REPLACEMENT AREA OVER THE TRENCH), THE ROAD SHALL BE MILLED AND RESURFACED WITH 1-1/2" (ONE AND A HALF INCH) OF SP 12.5 STRUCTURAL COURSE (TRAFFIC LEVEL A) WITH TACK COAT AT 0.05 GAL/SY AND RC-70 PRIME COAT AT 0.10 GAL./SY. FOR A FULL LANE WIDTH ENCROACHED BY THE TRENCH INCLUDING A TRANSITION AREA OF 25 FT. EACH SIDE MEASURED FROM TOP OF TRENCH.
12) APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
13) CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SANITARY FORCE MAINS (GREEN),DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA

FILEPATH: P:/DGN/ENG_SER/LAND DEVELOPMENT DESIGN STANDARDS/3.DGN

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				OPEN CUT DETAIL FOR NON-THOROUGHFARE ROADS (PAVED AREAS)	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		3
K.L.	05/23/90	J.M.K.	02/01/2018	APPROVED: COUNTY ENGINEER OR DESIGNEE	EFFECTIVE: 4/27/18

2

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI WGinc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: CJH
Drawn: DL/GT
Checked: JR
Date: 12/6/2021

No.	Revision	By	Date
2	ADDENDUM #2	CJH	12/6/21

VILLAGE OF PALM SPRINGS UTILITIES
226 CYPRESS LANE
PALM SPRINGS, FL 33461

CHRISTOPHER J. HOLMES
License No. 66344

FLORIDA MANGO ROAD UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
WATER DETAILS

Sheet: C802
Of: 20
Project No.: 3527.10

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LIST OF FREQUENTLY USED ABBREVIATIONS

AASHTO	-	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ACI	-	AMERICAN CONCRETE INSTITUTE
AISC	-	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ANSI	-	AMERICAN NATIONAL STANDARDS INSTITUTE
ASCE	-	AMERICAN SOCIETY OF CIVIL ENGINEERS
ASD	-	ALLOWABLE STRESS DESIGN
ASTM	-	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWS	-	AMERICAN WELDING SOCIETY
B/L, ℄	-	BASELINE
CAP	-	CORRUGATED ALUMINUM PIPE
CIP	-	CAST-IN-PLACE
C/L, ℄	-	CENTERLINE
CLF	-	CHAIN LINK FENCE
CLR	-	CLEAR
CMP	-	CORRUGATED METAL PIPE
CONC.	-	CONCRETE
CONT.	-	CONTINUOUS
CPP	-	CORRUGATED PLASTIC PIPE
DFT	-	DRY FILM THICKNESS
DIA., Ø	-	DIAMETER
DIP	-	DUCTILE IRON PIPE
EL., ELEV.	-	ELEVATION
EMBED	-	EMBEDMENT
EOW	-	EDGE OF WATER
EQ.	-	EQUIVALENT
EX., EXIST.	-	EXISTING
FBC	-	FLORIDA BUILDING CODE
FDOT	-	FLORIDA DEPARTMENT OF TRANSPORTATION
FIN. FL.	-	FINISH FLOOR
FOC	-	FIBER OPTIC CABLE
FT	-	FOOT
GALV.	-	GALVANIZED
GR	-	GRADE
INV.	-	INVERT
KSI	-	KILOPOUNDS PER SQUARE INCH
L.A.E.	-	LIMITED ACCESS EASEMENT
LB(S)	-	POUND(S)
LF	-	LINEAR FEET
LT	-	LEFT
LRFD	-	LOAD RESISTANCE FACTOR DESIGN
LWDD	-	LAKE WORTH DRAINAGE DISTRICT
MAX.	-	MAXIMUM
MIN.	-	MINIMUM
NAVD '88	-	NORTH AMERICAN VERTICAL DATUM OF 1988
NGVD '29	-	NATIONAL GEODETIC VERTICAL DATUM OF 1929
NTS	-	NOT TO SCALE
O.C.	-	ON CENTER
OHW	-	OVERHEAD WIRE
O.R.B.	-	OFFICIAL RECORD BOOK
P.B.	-	PLAT BOOK
PBCR	-	PALM BEACH COUNTY RECORDS
PCF	-	PER CUBIC FOOT
PCI	-	PER CUBIC INCH
PG.	-	PAGE
PL, ₹	-	PLATE
PSF	-	PER SQUARE FOOT
PSI	-	PER SQUARE INCH
PVC	-	POLYVINYL CHLORIDE
RCP	-	REINFORCED CONCRETE PIPE
RDWY	-	ROADWAY
RT	-	RIGHT
R/W	-	RIGHT OF WAY
SEC.	-	SECONDS
SDWK	-	SIDEWALK
SFWMD	-	SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SHLD	-	SHOULDER
SIM.	-	SIMILAR
SPA	-	SPACING, SPACES
STA.	-	STATION
TOB	-	TOP OF BANK
T.O.N.	-	TOP OF NUT
T.O.P.	-	TOP OF PIPE
TYP	-	TYPICAL
U.E.	-	UTILITY EASEMENT
ULT	-	ULTIMATE
UON	-	UNLESS OTHERWISE NOTED
VAR	-	VARIES
WSE	-	WATER AND/OR SANITARY EASEMENT

NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

Sunshine811

GENERAL SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2021 EDITION).

DESIGN SPECIFICATIONS:

1. 8th EDITION OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS WITH CURRENT INTERIMS.
2. 2021 EDITION OF THE FDOT STRUCTURE DESIGN MANUAL WITH CURRENT INTERIMS.

DESIGN METHOD:

ALL ELEMENTS WERE DESIGNED USING THE LRFD (LOAD AND RESISTANCE FACTOR DESIGN).

CONCRETE:

CONCRETE TO BE IN COMPLIANCE WITH FDOT SPECIFICATIONS 346.

CONCRETE CLASS	MINIMUM 28 DAY COMPRESSIVE STRESS (KSI)	LOCATION OF CONCRETE IN STRUCTURE
CLASS II	F'c = 3.4	CAST-IN-PLACE PILE CAPS
CLASS V (SPECIAL)	F'c = 6.0	PILES

CONCRETE:

1. PROVIDE 3/4 INCH CHAMFERS ON ALL EXPOSED EDGES AND CORNERS UNLESS OTHERWISE NOTED.
2. CONSTRUCTION JOINTS WILL BE PERMITTED ONLY AT THE LOCATIONS INDICATED ON THE PLANS, ADDITIONAL CONSTRUCTION JOINTS OR ALTERATIONS TO THOSE SHOWN WILL REQUIRE APPROVAL BY THE ENGINEER.

REINFORCEMENT:

1. REINFORCEMENT BARS SHALL BE ASTM A615, GRADE 60.
2. SPIRAL TIES FOR PRESTRESSED CONCRETE PILES SHALL BE MANUFACTURED FROM COLD DRAWN STEEL WIRE MEETING THE REQUIREMENTS OF ASTM A82.
3. ALL DIMENSIONS PERTAINING TO LOCATION OF REINFORCING SHOWN IN DETAIL SECTIONS ARE TO CENTERLINE OF BARS EXCEPT WHERE THE CLEAR DIMENSION IS SHOWN TO FACE OF CONCRETE.
4. REINFORCEMENT BENDING DIAGRAM DIMENSIONS ARE OUT-TO-OUT OF BARS.

MINIMUM CONCRETE COVER:

1. CIP SUBSTRUCTURE/BENT CAP = 3 IN.
2. CONCRETE COVERS SHOWN IN THE PLANS DO NOT INCLUDE PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE FDOT STANDARD SPECIFICATIONS FOR ALLOWABLE TOLERANCES.

STRUCTURAL STEEL:

1. STRUCTURAL STEEL WORK SHALL CONFORM TO AISC 341-16, AISC 358-16, AND AISC 360-16.
2. STRUCTURAL SHAPES SHALL CONFORM TO THE FOLLOWING, UNLESS NOTED OTHERWISE.

W:	F_Y = 36 KSI (ASTM A992)
M,S,C,MC AND L:	F_Y = 36 KSI (ASTM A36)
HP:	F_Y = 50 KSI (ASTM A572 GR. 50)
HSS RECTANGULAR:	F_Y = 46 KSI (ASTM A500 GR. B)
HSS ROUND:	F_Y = 42 KSI (ASTM A 500 GR. B)
PIPE:	F_Y = 35 KSI (ASTM A53 GR. B)
PLATES:	F_Y = 36 KSI (ASTM A36)

3. STRUCTURAL FASTENERS

COMMON BOLTS:	F_U = 60 KSI (ASTM A307 GR. A)
NUTS (ASTM A563)	
WASHERS (ASTM F959) - COMPRESSIBLE WASHER.	

4. ALL STRUCTURAL STEEL SHALL BE FABRICATED FROM DOUBLE HOT DIPPED GALVANIZED STEEL.

PILES:

FDOT STANDARD PLANS INDEX NO. 456-014
14 INCH SQUARE PRESTRESSED CONCRETE PILES.

PILE LOAD:

30 TON MINIMUM BEARING

SURFACE FINISH:

ALL EXPOSED SURFACES OF PILE CAPS SHALL RECEIVE A "CLASS 5 APPLIED FINISH COATING".

ENVIRONMENT:

SUPERSTRUCTURE:	SLIGHTLY AGGRESSIVE
SUBSTRUCTURE:	SLIGHTLY AGGRESSIVE
LOCATION:	INLAND

VERTICAL DATUM:

ALL ELEVATIONS SHOWN ARE IN NAVD 88, UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES

1. MONITOR EXISTING STRUCTURES IN ACCORDANCE WITH SECTION 108 OF THE STANDARD SPECIFICATIONS.
2. EROSION CONTROL AND WATER POLLUTION PREVENTION SHALL BE IN ACCORDANCE WITH SECTION 104 OF THE STANDARD SPECIFICATIONS.
3. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING STRUCTURES, IMPROVEMENTS, PROPERTY LINES, UTILITIES AND CONFIRM ALL PROPOSED DIMENSIONS AND ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION.

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Checked: TAD
Date: 10/26/2021

No.	Revision	By	Date

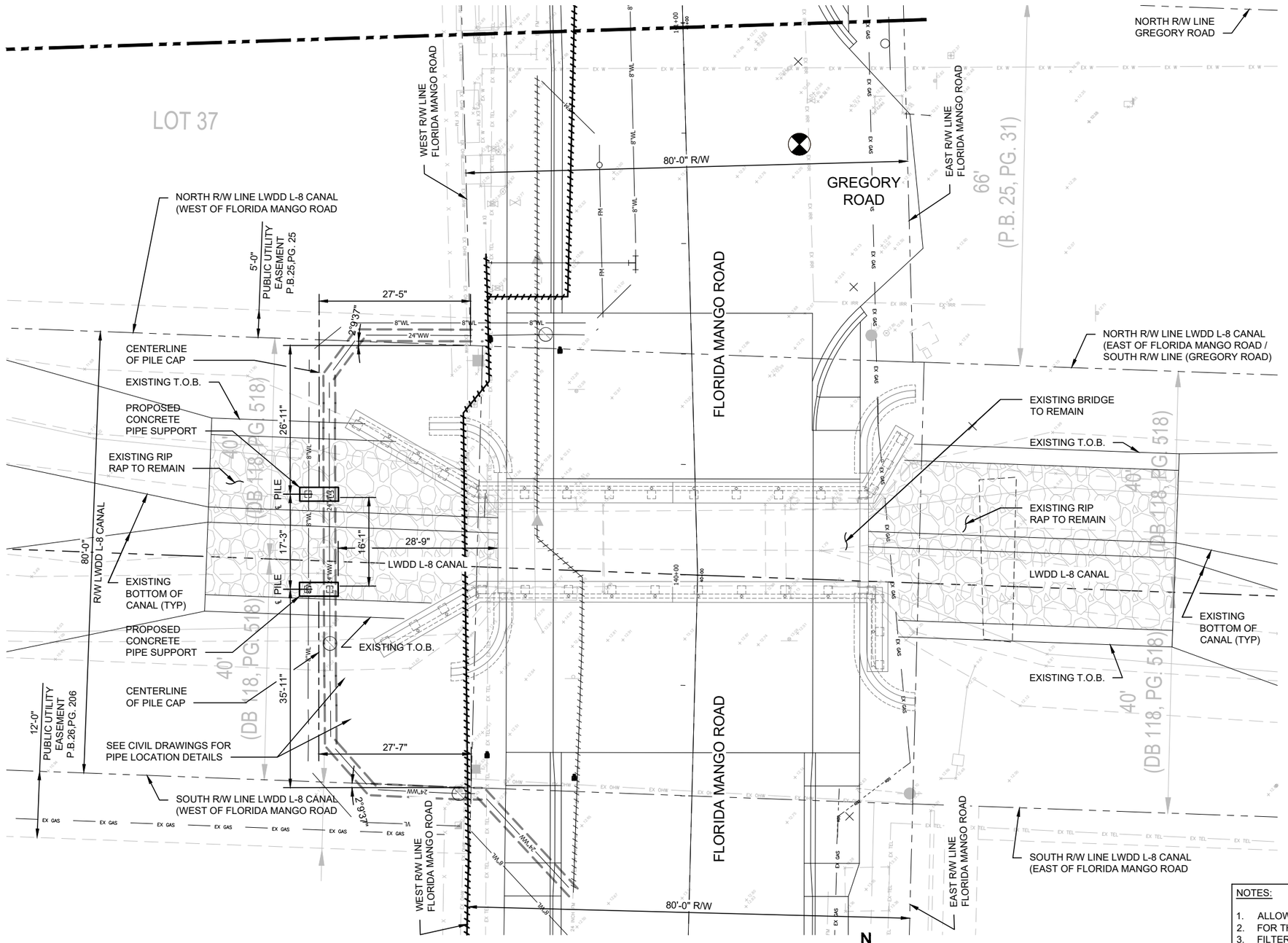
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ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

Andre Smith
License No. 91417

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
GENERAL NOTES

Sheet: S0.1
Of: 20
Project No.: 3527.10

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AERIAL CROSSING PLAN VIEW

10 5 0 10
GRAPHIC SCALE IN FEET

NOTES:

1. ALLOWABLE LOW MEMBER = 11.83 NAVD (13.34 NGVD).
2. FOR THIS PROJECT NGVD 29 = NAVD 88 + 1.512
3. FILTER FABRIC CLOTH AT PILE LOCATIONS SHALL BE SLIT IN "X" PATTERN TO ALLOW PILE PENETRATION.
4. EXISTING RIP RAP WITH 3-FEET OF PILE INSTALLATION MAY BE RELOCATED TEMPORARILY AT CONTRACTOR DISCRETION AND MUST BE RE-INSTALLED AND FIT SNUG AROUND PROPOSED PILES.

NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

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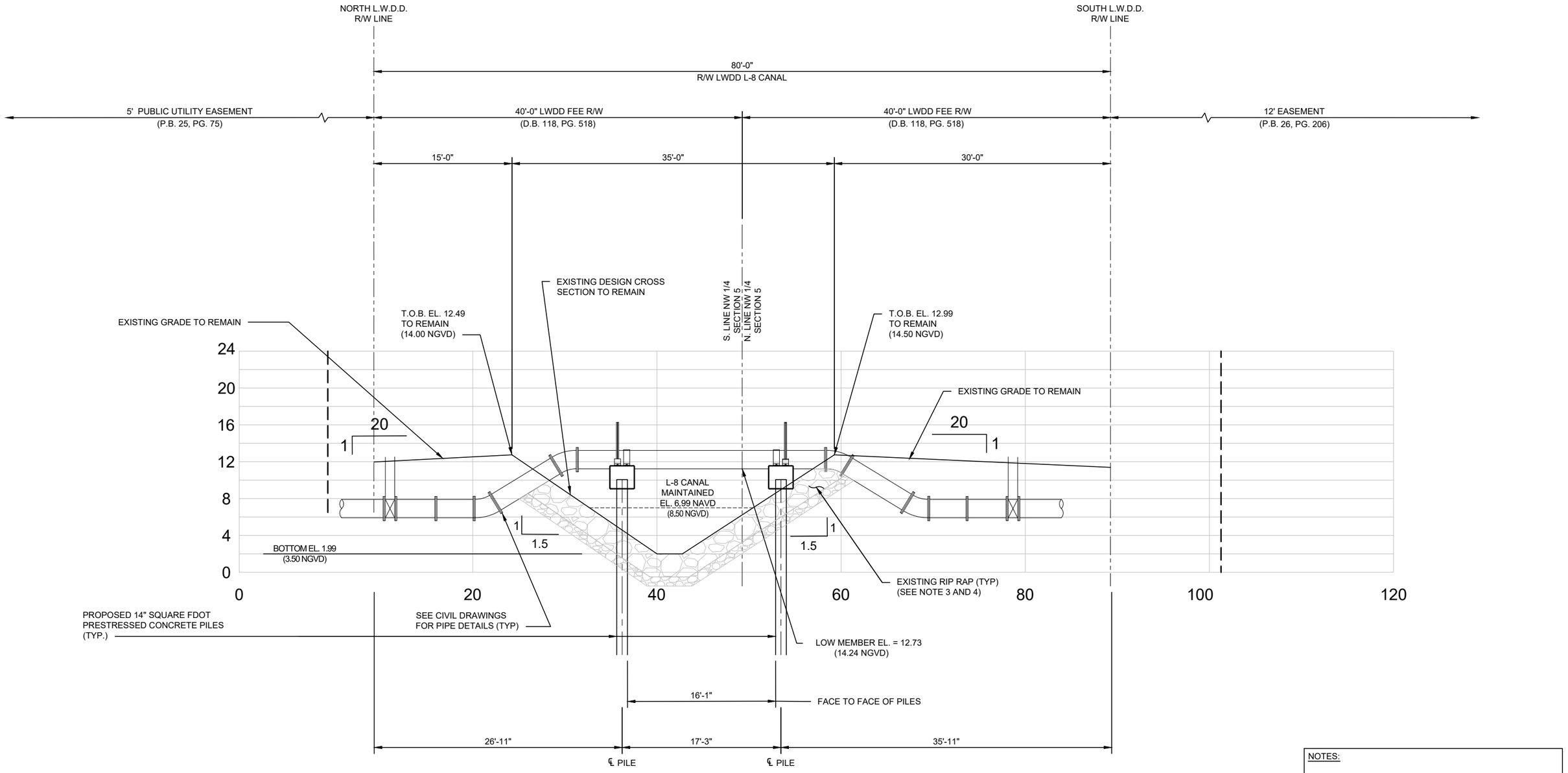
FLORIDA MANGO ROAD UTILITY RELOCATION

(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

PLAN

Sheet: S1.0
Of: 20
Project No.: 3527.10

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AERIAL CROSSING ELEVATION VIEW

10 5 0 10
GRAPHIC SCALE IN FEET

N

NOTES:

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2. FOR THIS PROJECT NGVD 29 = NAVD 88 + 1.512.
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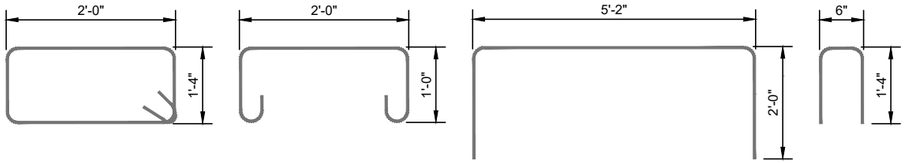
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FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
ELEVATION

Sheet: S1.1
Of: 20
Project No.: 3527.10

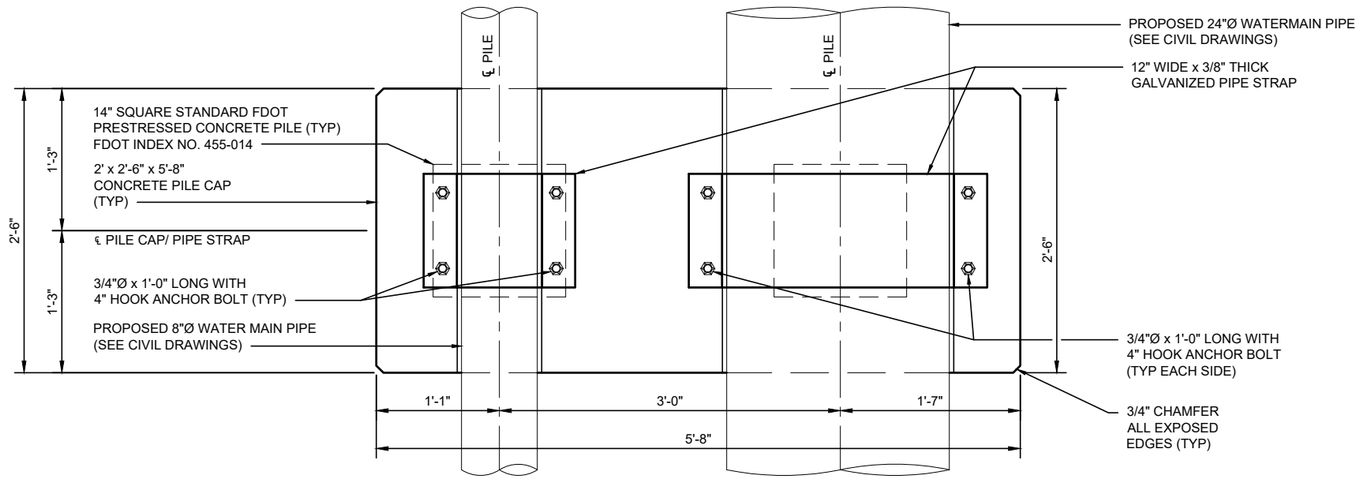
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BAR BENDING DIAGRAM

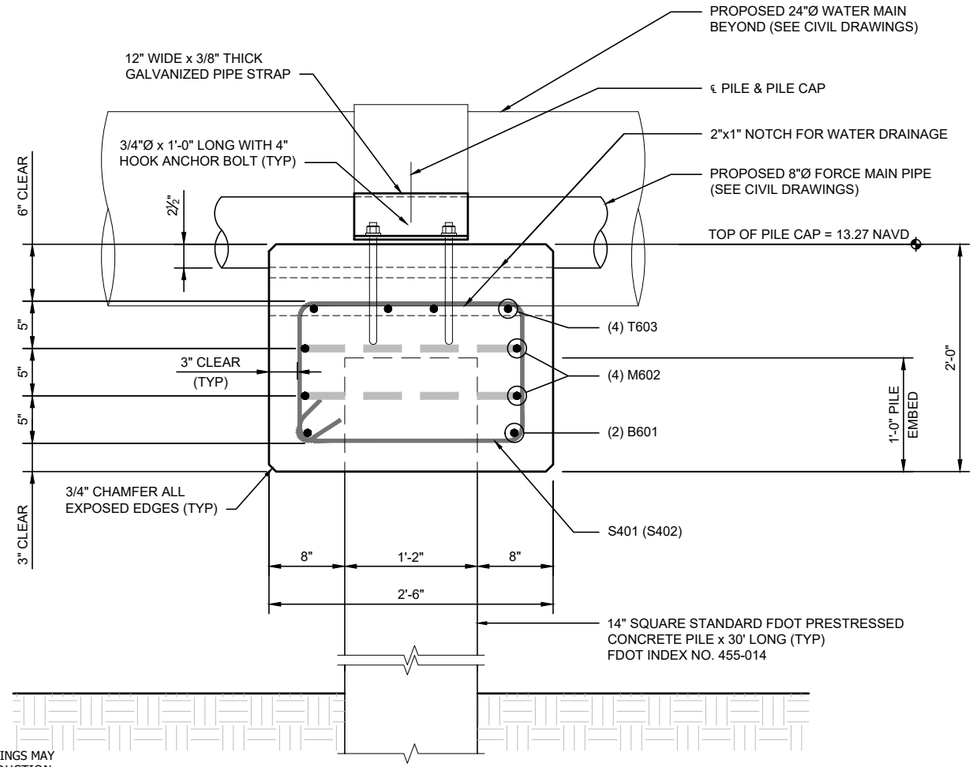


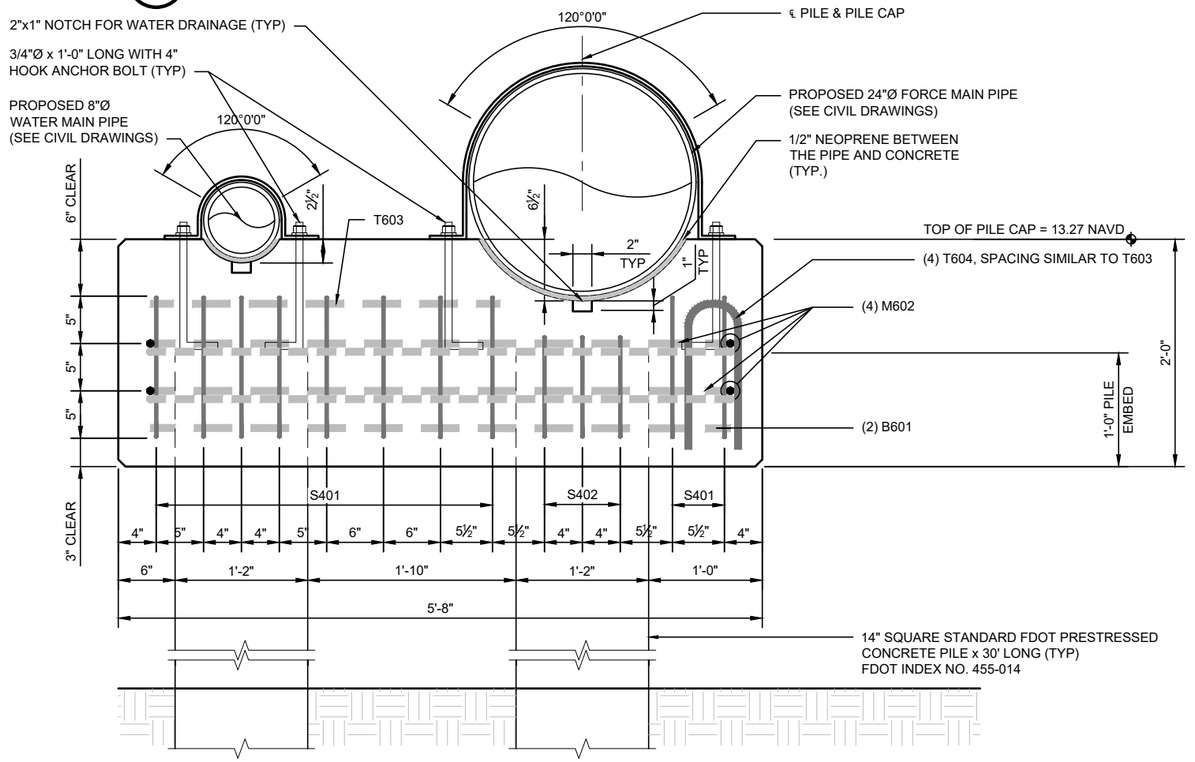
BAR S401 BAR S402 BAR M602 BAR T604

MISCELLANEOUS BILL OF REINFORCING STEEL							
MARK	SIZE	NUMBER REQUIRED			TOTAL LENGTH	BENDING	WEIGHT (LBS.)
B601	6	2			5'-2"	STRAIGHT	16
M602	6	4			9'-2"	BAR M602	55
T603	6	4			3'-2"	STRAIGHT	19
T604	6	4			3'-4"	BAR T604	20
S401	4	10			7'-8"	BAR S401	51
S402	4	3			5'-0"	BAR S402	10



2 S2.0 TYPICAL SECTION





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1 S2.0 TYPICAL SECTION

3 S2.0 TYPICAL SECTION

1 0.5 0 1
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Date: 10/26/2021

No.	Revision	By	Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

Andre Smith
License No. 91417

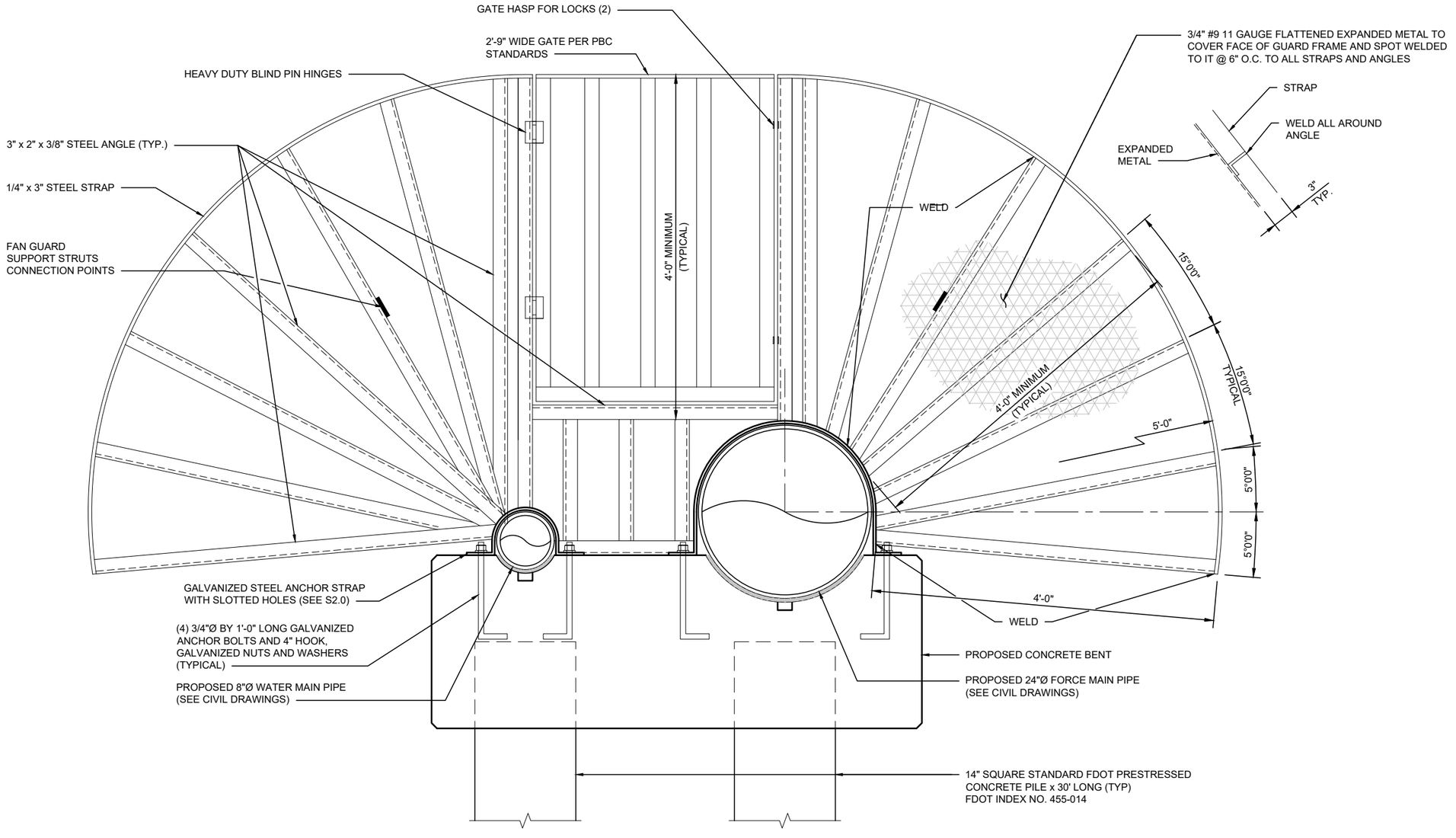
FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)
PILE CAP DETAILS

Sheet: S2.0
Of: 20
Project No.: 3527.10

P:\3500\3527.10 Florida Mango Road Util\STRSYS\Structural Dwgs\CADD-352710\S2.0 PILE CAP DETAILS.dwg – Tuesday, October 26, 2021 4:29:36 PM

NOTE:

CONTRACTOR SHALL SUBMIT FAN GUARD SHOP DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.



NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

Sunshine811

1 / S2.1 FAN GUARD DETAIL

NOT TO SCALE

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI. WGinc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: TAD
Drawn: CAB
Checked: TAD
Date: 10/26/2021

No.	Revision	By	Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

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FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

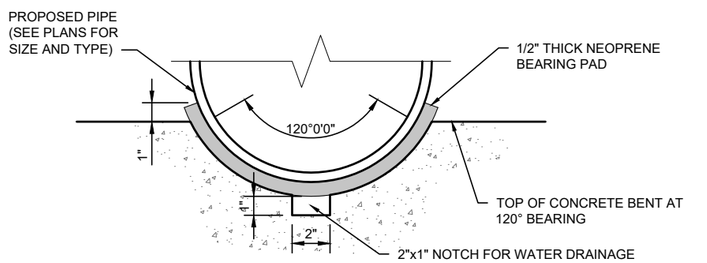
FAN GUARD FRONT DETAIL

Sheet: S2.1
Of: 20
Project No.: 3527.10

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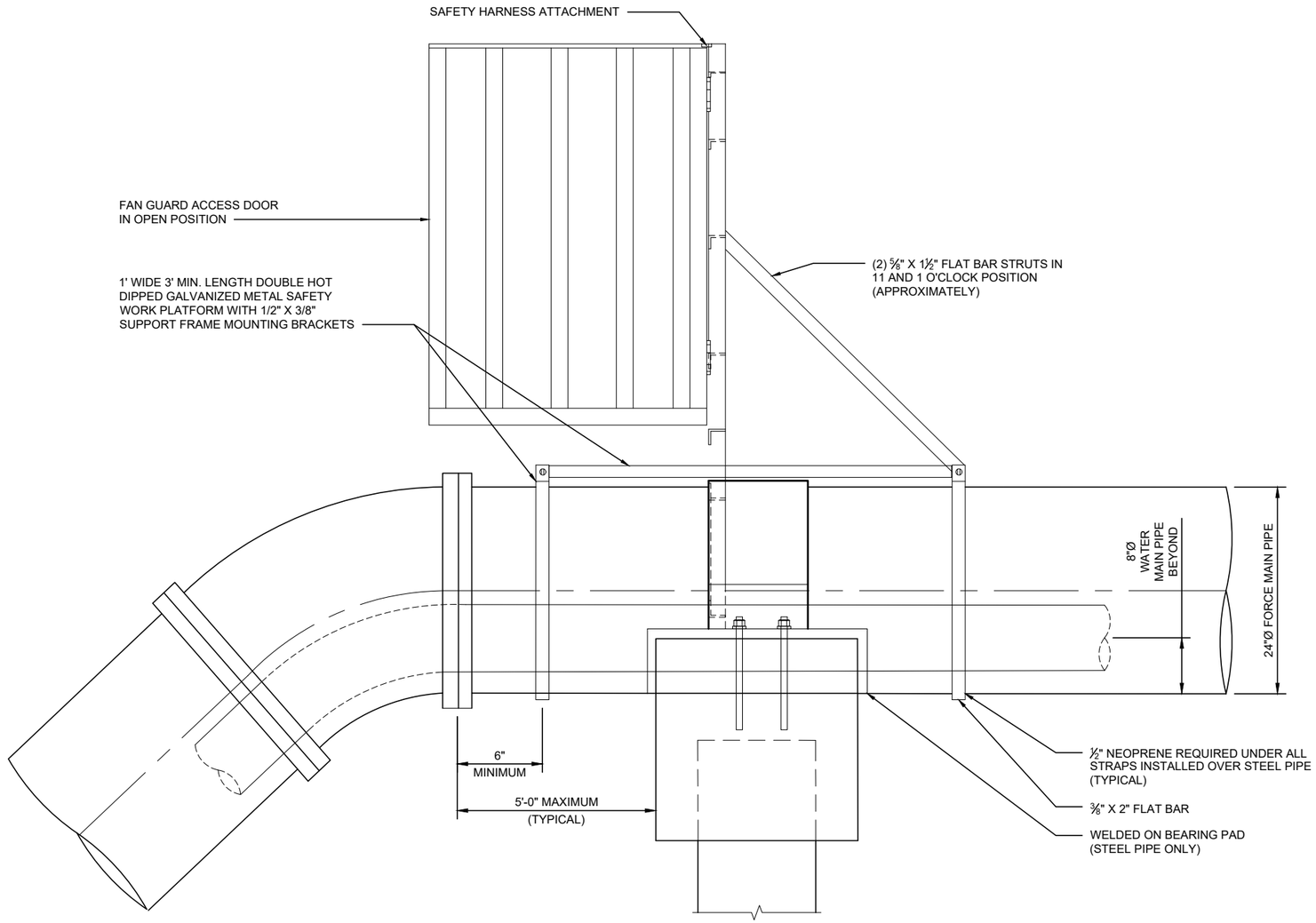
NOTES:

1. FAN GUARDS SHALL BE PLACED AT EACH END OF CANAL CROSSING.
2. FANGUARD WITH HARDWARE SHALL BE FABRICATED FROM DOUBLE HOT DIPPED GALVANIZED STEEL.
3. SHOP DRAWINGS FOR FANGUARDS, CAPS, AND PILES MUST BE SUBMITTED TO PBCWUD FOR REVIEW AND APPROVAL PRIOR TO PRE-CONSTRUCTION MEETING.
4. CONTRACTOR SHALL SUBMIT FAN GUARD SHOP DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.



1 S2.2 EMBEDDING DETAIL

NOT TO SCALE



2 S2.2 FAN GUARD DETAIL

NOT TO SCALE

NOTE: THE SCALE OF THESE DRAWINGS MAY HAVE CHANGED DUE TO REPRODUCTION.

Sunshine811

NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL

561.687.2220 CERT NO: 6091
WGI. WGInc.com
2035 VISTA PARKWAY, WEST PALM BEACH, FLORIDA 33411

Scale: AS NOTED
Approved: TAD
Drawn: CAB
Checked: TAD
Date: 10/26/2021

No.	Revision	By	Date

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 21229, WEST PALM BEACH, FLORIDA

Andre Smith
License No. 91417

FLORIDA MANGO ROAD
UTILITY RELOCATION
(FROM N. OF EDGEWATER DRIVE TO SOUTH OF BARBADOS ROAD)

FAN GUARD SIDE DETAIL

Sheet: S2.2
Of: 20
Project No.: 3527.10

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FLORIDA MANGO ROAD UTILITY RELOCATION
(EDGEWATER DRIVE AND BARBADOS ROAD)
Addendum No. 2
December 13, 2021

BIDS DUE: 2:00 PM, Local Time, December 14, 2021

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the **FLORIDA MANGO ROAD UTILITY RELOCATION (EDGEWATER DRIVE AND BARBADOS ROAD)** project, fully and completely as if the same were fully set forth herein.

IN THE PLANS

1. None

IN THE SPECIFICATIONS

1. N/A

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

_____ _____

Bidder By

ATTACHMENTS

ATTACHMENT 1	CLARIFICATIONS TO AMENDMENT NO. 1
ATTACHMENT 2	REVISED 00410 BID FORM
ATTACHMENT 3	PB COUNTY OPEN CUT DETAIL

END OF ADDENDUM

ATTACHMENT 1

CLARIFICATIONS TO AMENDMENT NO. 1

CLARIFICATIONS TO AMENDMENT NO. 1

1. Removal costs of any section of sidewalk and/or driveway should be considered incidental to the utility line being removed and/or installed. Replacement costs of sidewalk and driveways (Sidewalks 4", driveways and LWDD R/W 6") will be line items (#36 & #37) allowance amounts added to the bid sheet to be utilized only if required by County.
2. All road crossings for existing 8" water lines to be removed not marked on latest bid set drawings will also receive pavement restoration per previous addendum #1 revised pavement repair detail and included for clarification as attachment #3.

ATTACHMENT 2

REVISED 00410 BID FORM

BID FORM

ARTICLE 1 – BID RECIPIENT`

1.01 This Bid is submitted to:

VILLAGE OF PALM SPRINGS

C/O Kimberly Wynn, Village Clerk

226 Cypress Lane, Palm Springs, FL 33461

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum, Date
1	12/8/21
2	12/13/21

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	General Conditions	LS	1		
2	Mobilization	LS	1		
3	Maintenance of Traffic	LS	1		
4	Aerial Crossing	LS	1		
5	Remove Existing 8” WM	LF	2000		
6	Connect T Existing 8” WM	EA	6		
7	8” PVC WM	LF	2085		
8	8” DIP WM	LF	55		
9	8” DIP 45 Degree Fittings for WM	EA	30		
10	8” DIP 90 Degree Fittings for WM	EA	1		
11	8”x 8” Tee for WM	EA	7		
12	8” Gate Valve for WM	EA	10		
13	8” Cap Water Main	EA	1		
14	2” Air Release Valve for WM	EA	1		
15	Sample Points	EA	3		
16	Remove Existing 24” FM	LF	118		
17	Remove Existing 16” FM	LF	45		
18	Remove Existing 10” FM	LF	35		
19	Connect to Existing 24” FM	EA	1		
20	24” PVC FM	LF	145		
21	24” DIP FM	LF	43		
22	24” DIP 45 Degree Fitting for FM	EA	10		
23	24” x 16” Reducer for FM	EA	1		
24	24” Gate Valve for FM	EA	1		
25	16” PVC FM	LF	52		
26	16” 45 Degree Fitting for FM	EA	2		
27	16” x 10” Reducer for FM	EA	1		
28	16” Gate Valve for FM	EA	1		
29	10” PVC FM	LF	22		
30	10” DIP 45 Degree Fitting for FM	EA	2		
31	2” Aire Release Valve for FM	EA	1		
32	Flowable Fill	CY	3		
33	2" Poly Water Services	EA	15		
34	Asphalt Conc. Friction Course (1.0") (Fc-9.5)	SF	18,350		
35	Superpave Asphalt Conc. (1.5") (Sp-9.5)	SF	18,350		
36	Conc Sidewalk 4” (Allowance)	SY	1,200		
37	Conc Sidewalk/Driveways 6” (Allowance)	SY	700		
38	Testing and Survey	LS	1		
39	As-bults	LS	1		
Total of All Unit Price Bid Items					$

Lump Sum Contingency Allowance	$ 30,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **150** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

_____

By:
[Signature] _____

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

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

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

ATTACHMENT 3

PB COUNTY OPEN CUT DETAIL

CONSTRUCTION PROCEDURES

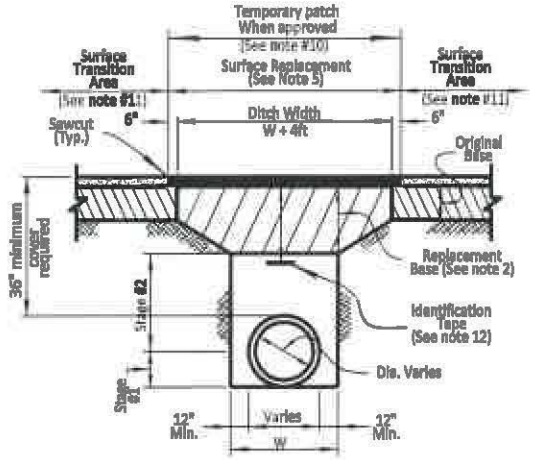
THE BACKFILL FOR THE FIRST AND SECOND STAGES SHALL BE PLACED IN 6" LAYERS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

STAGE 1:

THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING REQUIRED.

STAGE 2:

THE CONTRACTOR SHALL OBTAIN A WELL-COMPACTED BED AND FILL ALONG THE SIDES OF THE PIPE AND TO A POINT INDICATING THE TOP OF SUB-GRADE MATERIAL.



REPLACEMENT OF FLEXIBLE PAVEMENT FOR PERMITTED PAVEMENT CUT

NOTES

1) BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.

2) REPLACED BASE MATERIAL OVER DITCH SHALL BE 16" LIMEROCK (LBR100) MINIMUM FOR THOROUGHFARE PLAN ROADS. ANY ALTERNATE BASE MATERIAL REQUESTED BY THE ENGINEER OF RECORD REQUIRES APPROVAL BY THE ROADWAY PRODUCTION DIVISION.

3) ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED AND BUTT-JOINTED.

4) BASE MATERIAL (PER ROADWAY PRODUCTION DESIGN STANDARDS) SHALL BE PLACED IN TWO OR THREE LAYERS (6" MAX. PER LAYER) AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO THE SPECIFIED DENSITY. (MINIMUM 98% AASHTO - T-180)

5) 1" FRICTION COURSE FC-9.5 OVER 1-1/2" TYPE SP STRUCTURAL COURSE (TRAFFIC LEVEL C) WITH TACK COAT AT 0.05 GAL/SY AND RC-70 PRIME COAT AT 0.10 GAL/SY FOR LIMEROCK BASE. FOLLOW THE LATEST FDOT SPECIFICATIONS FOR APPLICATION RATES OF PRIME AND TACK COATS. CONTRACTOR TO SUBMIT MATERIALS AND RATES TO ENGINEER FOR APPROVAL PRIOR TO BEGINNING WORK

6) PIPE SHALL BE PLACED IN A DRY TRENCH.

7) ALL ROADWAY REPAIR WORK SHALL BE PERFORMED IN CONFORMANCE WITH APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND COUNTY PPM# EL-0-3605.

8) DENSITY TESTS SHALL BE TAKEN IN 1 FT LIFTS ABOVE THE PIPE AT INTERVALS OF 400 FT MAXIMUM (1 SET MINIMUM) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION DIVISION AS PART OF THEIR FIELD REVIEW.

9) ENGINEER-OF-RECORD SHALL PROVIDE FULL-TIME INSPECTION DURING THE ENTIRETY OF THE OPEN-CUT OPERATION, BEGINNING WITH THE EXCAVATION AND CONTINUING THROUGH THE COMPLETION OF THE PAVING.

10) IF THE PAVEMENT IS NOT COMPLETELY RESTORED IMMEDIATELY FOLLOWING THE OPEN CUT, A SMOOTH TEMPORARY PATCH (MINIMUM 1.5" SP 12.5 STRUCTURAL COURSE ASPHALT) SHALL BE INSTALLED, PROPERLY MATCHING THE EXISTING GRADING OF THE ROADWAY. THE TEMPORARY PATCH SHALL BE ALLOWED TO REMAIN IN PLACE AND BE MAINTAINED FOR A PERIOD NO LONGER THAN 45 DAYS. THE COUNTY RETAINS THE RIGHT TO USE POSTED SURETY TO COMPLETE ANY RESTORATION WORK THAT HAS NOT BEEN COMPLETED IN THE 45 DAY PERIOD. ALTERNATIVE TEMPORARY TRENCH PROTECTION (STEEL PLATES OR OTHERS) MAY BE APPROVED BY THE CONSTRUCTION COORDINATION DIVISION .

11) FOR FINAL RESTORATION (INCLUDES THE PATCHED/SURFACE REPLACEMENT AREA OVER THE TRENCH). THE ROAD SHALL BE MILLED/RESURFACED PER NOTE 5 ABOVE FOR A FULL LANE WIDTH OF THE TRAVEL LANES ENCROACHED BY THE TRENCH AREA, INCLUDING A TRANSITION AREA OF 50 FT ON EACH SIDE MEASURED FROM TOP OF TRENCH.

12) APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.

13) CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), SANITARY MAINS (GREEN),DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.

FILEPATH: P:/DGN/ENG_SER/LAND DEVELOPMENT STANDARDS/2.DGN

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				OPEN CUT DETAIL FOR THOROUGHFARE ROADS (PAVED AREAS)	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:		
		J.M.K.	02/01/2018		
K.L.	06/25/93			APPROVED: EFFECTIVE:	2
				Thomas McConnell 4/27/18	
				COUNTY ENGINEER OR DESIGNEE	

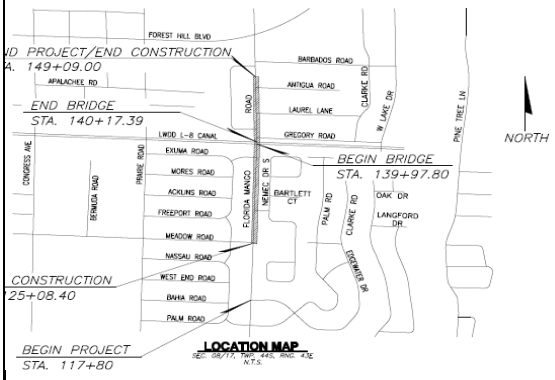
CAPITAL IMPROVEMENT PROJECT DETAIL

Task # 294
PROJECT # 21-UTL-563-06

Project Name: Fla Mango Road - Edgewater to Barbados
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 2000 LF of asbestos cement watermain and approximately 300 LF of 24" forcemain, as well as an aerial crossing.



PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY21	FY22	FY23	FY24	FY25	FY26	TOTAL
Land/Easement Acquisition							-
Architectural Services							-
Engineering & Planning	40,309	29,601					69,910
Construction		889,355					889,355
Equipment							-
Improvement (utility, lighting)							-
Other (Specify)							-
TOTAL PROJECT COSTS	**40,309**	**918,957**	**-**	**-**	**-**	**-**	**959,265**

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)	40,309	918,957					959,265
Stormwater Enterprise Fund (42338)							-
Undetermined							-
TOTAL PROJECT REVENUE	**40,309**	**918,957**	**-**	**-**	**-**	**-**	**959,265**

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	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Public Service

ITEM 6.10: Approve Roadway Asphalt Milling & Resurfacing - Work Authorization No. 4 - Piggyback - Public Service Department - (FY 2022 Budget Funded - General Fund) - Ranger Construction Industries, Inc.

SUMMARY:

The Pubic Service Department is recommending that five (5) roadway segments throughout the Village be milled and resurfaced based on visual inspection and rating by staff (see attached map). These roadways are currently paved; however, they maintain significant pavement deterioration and are recommended to be milled and resurfaced to extend their service life.

As a result, the Public Service Department is recommending that the following five (5) roadways be approved to be milled and resurfaced utilizing the Village's existing (piggybacked) contract with Ranger Construction Industries, Inc. in the amount of $178,167.00:

- Gulfstream Road (From Park Lane - Dead End)
- Beverly Drive (From Lakewood Road. - Lake Worth Road)
- Rostan Lane (From 10th Avenue - South Dead End)
- Mercurio Drive (From Davis Road - Dead End)
- Corrigan Court (From Lake Worth Road - Canal Road)

Note: To ensure the lowest possible price, staff is recommending that the Village utilize our existing agreement, which was piggybacked off the current Palm Beach County contract, that was awarded by PBC to Ranger Construction Industries on October 16, 2021. This selection by Palm Beach County was completed through a competitive selection process - Palm Beach County Annual Milling and Resurfacing Contract (ITB #R2021-0984 - Project Number 2021050 - August 17, 2021).

The Village accepted Ranger Construction Industries' pricing as approved under Palm Beach County's contract, including all terms, conditions and pricing therein. The term of the Palm Beach County contract is set to expire on October 16, 2024, and there is a renewal option to extend the contract up to six (6) months. The Village will not expend more than the amount within the approved Budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: All original bid documents authorizing the initial piggyback and renewal agreements with Ranger Construction Industries, Inc. 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, the proposed project is expected to be completed by the end of March 2022.

The proposed project Work Authorization No. 4 was prepared by the Village Attorney and reviewed by the Assistant Village Manager, the Interim Public Service Administrator, the Public Works Superintendent and the Finance Director.

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

FISCAL IMPACT:
Funding to support this road resurfacing project is available within the FY 2022 Budget - General Fund.

Allocated/Estimated Project Funding:	***Amount***
FY 2022 Approved Budget - General Fund - Road Resurfacing	$215,000.00
FY 2022 Approved Budget - General Fund - Road Restriping	$ 25,000.00
Total Approved Budget	$**240,00.00**

Expected Project Costs:	***Amount***
Proposed Project Cost - Construction - Road Repaving (Work Authorization #4)	$178,167.00
Estimated Project Cost - Construction - Road Restriping	$ 25,000.00
Total Expected Project Costs	**$203,167.00**

Note: The proposed re-striping of the improved roads will be presented for consideration by the Village Council during an upcoming Council Meeting (expected March/April 2022).

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

ATTACHMENTS:

Proposed Work Authorization No. 4 - Ranger Construction Industries
Map - Proposed Raodway Segments to be Milled & Paved - FY 2022

PROJECT WORK AUTHORIZATION NO. 4 WITH RANGER CONSTRUCTION FOR MILLING AND RESURFACING PROJECTS

This Project Work Authorization No. 4 is made as of the _____ day of _____, 2020, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Village", and **Ranger Construction Industries, Inc.**, 101 Sansbury Way, West Palm Beach, FL 33411, 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 mill and resurface several roadways throughout the Village.

The Village desires the Contractor to provide the milling and resurfacing of the following streets:

1. Gulfstream Road
2. Beverly Drive
3. Rostan Lane
4. Mercurio Drive
5. Corrigan Court.

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 $178,167.00. 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 milling and resurfacing between the Village and the Contractor, dated January 13, 2022. 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. 4 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: **RANGER CONSTRUCTION INDUSTRIES, INC.**

By: _____

Print Name: Jamie Timming

Title: Vice President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 29th day of Dec, 2021 by Jamie Timmins, as Vice President of Ranger Construction Industries, 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: Terry Jo Basher
My commission expires: _____

Notary Public State of Florida
Terry Jo Basher
My Commission GG 228874
Expires 08/21/2022

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

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	28-Oct-21
		Phone:	(561) 641-3440
Address:	226 Cypress Lane	**Fax:**	
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	James H. Schmitz	**Prop. Owned By:**	

GULFSTREAM RD. (From dead end to Park Ln)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	213.00	TN	$120.00	$25,560.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				TOTAL	**$35,400.00**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (3,225 SY)
4) This quotation does not include permanent Striping.

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

Central Division9400
101 Sansbury's Way4332
West Palm Beach, FL 33411.com
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	28-Oct-21
		Phone:	(561) 641-3440
Address:	226 Cypress Lane	**Fax:**	
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	James H. Schmitz	**Prop. Owned By:**	

BEVERLY DR (From Lakewood Rd. to Lake Worth Rd)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	202.00	TN	$120.00	$24,240.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				TOTAL	**$34,080.00**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (3,065 SY)
4) This quotation does not include permanent Striping.

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

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West Palm Beach, FL 33411 l.com
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QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	28-Oct-21
		Phone:	(561) 641-3440
Address:	226 Cypress Lane	**Fax:**	
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	James H. Schmitz	**Prop. Owned By:**	

ROSTAN LN (From 10th avenue to south dead end)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	198.00	TN	$120.00	$23,760.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				TOTAL	**$33,600.00**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (3,005 SY)
4) This quotation does not include permanent Striping.

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

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

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	28-Oct-21
		Phone:	(561) 641-3440
Address:	226 Cypress Lane	**Fax:**	
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	James H. Schmitz	**Prop. Owned By:**	

MERCURIO DR (From dead end to Davis Rd)

NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	54.00	TN	$120.00	$6,480.00
27	Mill existing asphalt pvmt (<5,000 SY) Residential Roadways	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable Milling machine	8.00	HR	$230.00	$1,840.00
				TOTAL	**$16,320.00**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (820 SY)
4) This quotation does not include permanent Striping.

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

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

QUOTATION REQUEST

Submitted To:	Village of Palm Springs	**Date:**	28-Oct-21
		Phone:	(561) 641-3440
Address:	226 Cypress Lane	**Fax:**	
	Palm Springs, FL 33461	**Job Name:**	Resurfacing Village of Palm Springs
		Job Location:	Village of Palm Springs
Contact:	James H. Schmitz	**Prop. Owned By:**	

CORRIGAN CT (From Canal to Lake Worth)

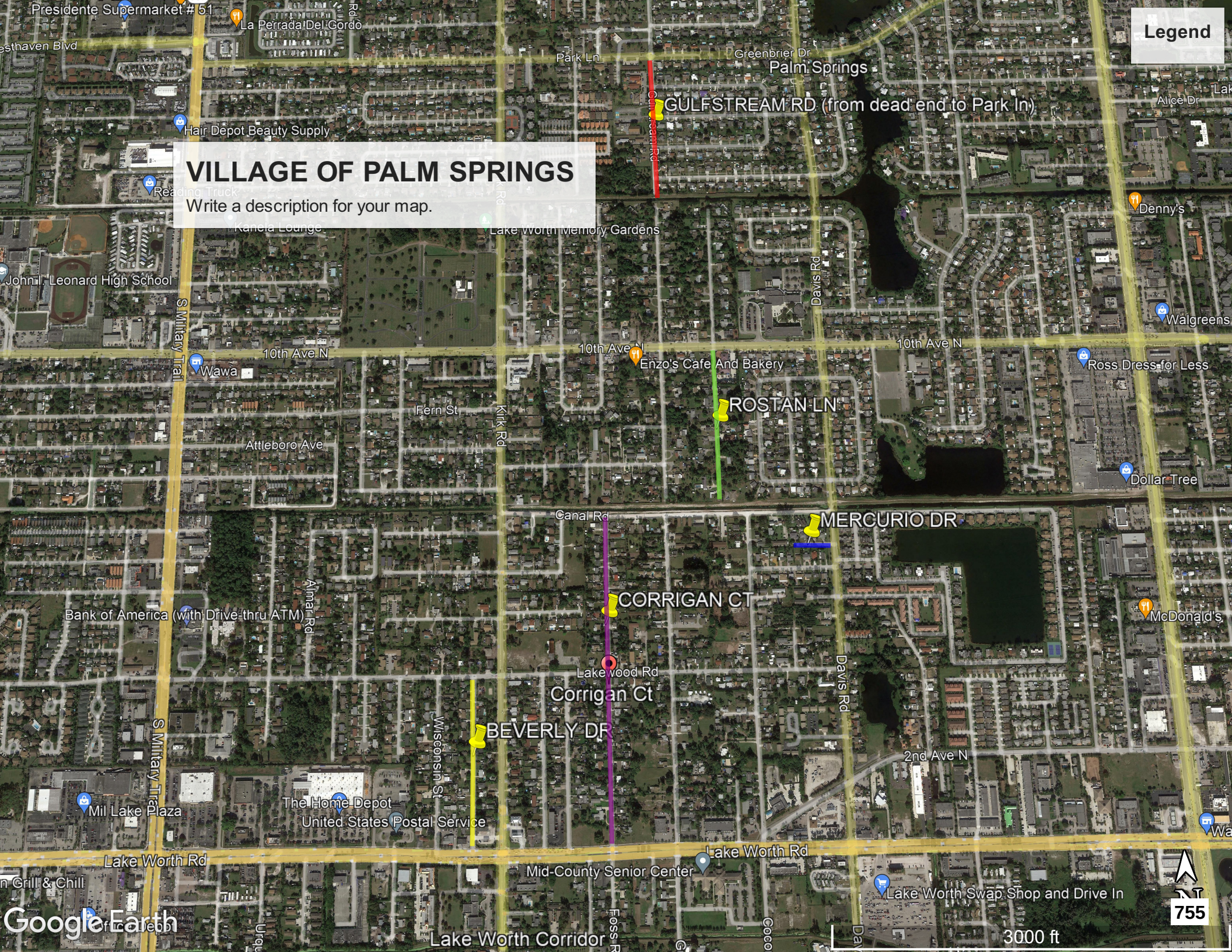
NOTE: QUANTITIES(TONS) HAVE BEEN INCREASED BY 10% TO SERVE AS A CONTINGENCY (Per VPS request)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	387.00	TN	$120.00	$46,440.00
28	Mill existing asphalt pvmt 1" Residential Roadways	5,870.00	SY	$2.10	$12,327.00
			TOTAL		**$58,767.00**

Special Note(s):

1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (5870 SY)
4) This quotation does not include permanent Striping.

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


Legend
VILLAGE OF PALM SPRINGS
Write a description for your map.
GULFSTREAM RD (from dead end to Park In)
ROSTAN LN
MERCURIO DR
CORRIGAN CT
BEVERLY DR
Corrigan Ct
Presidente Supermarket # 51
La Perrada Del Gordo
Hair Depot Beauty Supply
Reading Truck
Park Ln
Greenbrier Dr
Palm Springs
Alice Dr
Denny's
Walgreens
Ross Dress for Less
Dollar Tree
McDonald's
Lake Worth Memory Gardens
John I. Leonard High School
S Military Trail
Davis Rd
10th Ave N
Wawa
Enzo's Cafe And Bakery
Fern St
Kirk Rd
Attleboro Ave
Canal Rd
Bank of America (with Drive-thru ATM)
Almar Rd
Lakewood Rd
Wisconsin St
2nd Ave N
Mil Lake Plaza
The Home Depot
United States Postal Service
Lake Worth Rd
Mid-County Senior Center
Lake Worth Swap Shop and Drive In
Lake Worth Corridor
Google Earth
3000 ft
755

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Public Service

ITEM 6.11:

Approve Material Storage Bays at Main WTP Final Reconciliation (Change Order No. 1 & Closeout) (Task Order #258) - Public Service Department (FY 2022 Budget Funded - Water & Sewer Enterprise Fund) - Walker Design & Construction

SUMMARY:

On July 8, 2021, the Council approved Task Order #258 with Walker Design & Construction for the Material Storage Bays at Main WTP project in the amount of $63,225.00. The existing area for storing frequently utilized materials (i.e., stone, gravel, sand, etc.) at the Main Water Treatment Plant (WTP) consisted of storing them on the ground where it could be subject to contamination. The project involved the construction of an open-air concrete structure divided into three (3) bays for storing the materials.

The work started on the project on August 18, 2021, and was substantially completed and inspected on October 29, 2021, 17 days ahead of schedule, and with no punch items identified declared finished on the same day.

Note: The awarded original contract provided a $6,500 Miscellaneous Work Allowance that was not utilized and therefore will be credited back to the Village.

The Village's contracted engineer, RJ Behar and the Public Service Department are recommending approval of a final reconciliation change order (Change Order #1) in the amount of $6,500.00 and with no additional time extension necessary.

The final reconciliation (close out) for the Material Storage Bays at Main WTP contract to Walker Design & Construction is as follows:

Work to be Completed	Contract Amount	Contract Time
Original Contract Amount	$63,225.00	120
Deduct: Change Order No. 1	-$ 6,500.00	0
Final Revised Contract Amount	**$56,725.00**	**120**

If approved, the revised total cost of the Material Storage Bays at Main WTP project within Task Order #258 will be $56,725.00 and the total contract time will be 120 days. No additional change orders are anticipated for this project. Construction work is complete and, if approved, the contract will be closed out.

The proposed reconciliation Change Order #1 was prepared by Walker Design & Construction and reviewed by the Village's Contracted Engineer, the Public Service Interim Director, the Public Service Administrator, the Public Service Project Manager, and the Finance Director.

FISCAL IMPACT:

Funding to support Material Storage Bays at Main WTP project (Task Order No. 258) was provided within the Water & Sewer Enterprise Fund:

Allocated/Estimated Project Funding:	***Amount***
FY 2020 Actual Budget - Water & Sewer Enterprise Fund:	$ 10,189.56
FY 2021 Actual Budget - Water & Sewer Enterprise Fund:	$ 35,056.00
FY 2022 Approved Budget - Water & Sewer Enterprise Fund:	$ 48,225.00
TOTAL ALLOCATED/APPROVED BUDGET:	**$ 93,470.56**
Expected Project Costs:	***Amount***
Original Project Award - Design & Engineering - Water & Sewer Fund (TO #258):	$ 11,348.56
Order No. 1 - Design & Engineering - Water & Sewer Fund (TO #258):	$ 341.00
Change Order No. 2 - Design & Engineering - Water & Sewer Fund (TO #258):	$ 1,390.00
Original Project Award - Construction - Water & Sewer Fund (TO #258):	$ 63,225.00
Change Order #1 - Water & Sewer Fund (TO #258):	-$ 6,500.00
TOTAL REVISED PROJECT COSTS:	**$ 69,804.56**

The Village will not expend more than the amount in the approved budget as it may be adopted / approved each year for these goods and services for the term of the contract.

ATTACHMENTS:

Proposed Change Order No. 1 - Walker Design & Construction
Agreement - Walker Design & Construction

Change Order No. 1

Date of Issuance: 12/17/21 | Effective Date:

Owner: Village of Palm Springs
Contractor: Walker Design
Engineer: RJ Behar
Project: Material Storage Bays at Main WTP

Owner's Task Order No.: 258
Contractor's Project No.:
Engineer's Project No.: 19040

The Contract is modified as follows upon execution of this Change Order:

Description: Final Project Reconciliation (Contingency Allowance not utilized)

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 63,225.00	Original Contract Times: Substantial Completion: 11/15/21 Ready for Final Payment: 12/14/21 dates
[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 0 : $ 0.00	[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 0 : Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 63,225.00	Contract Times prior to this Change Order: Substantial Completion: 11/15/21 Ready for Final Payment: 12/14/21 dates
[~~Increase~~] [**Decrease**] of this Change Order: $ 6,500.00	[~~Increase~~] [~~Decrease~~] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order: $ 56,725.00	Contract Times with all approved Change Orders: Substantial Completion: 11/15/21 Ready for Final Payment: 12/14/21 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: N/A	By: Walter Sinks	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title Project Manager	Title President
Date:	Date 12/22/202	Date 12-22-21

Approved by Funding Agency (if applicable)

By: N/A Date:
Title:

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and Walker Design and Construction Co. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Material Storage Bays at Main Water Treatment Plant**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by RJ Behar & Company.

3.02 The Owner has retained RJ Behar & Company ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $200 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $ 63,225.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off

by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 13, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. Bid Bond (pages 1 to 2, inclusive).
   b. ___ (pages ___ to ___, inclusive).
   c. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 72, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: Material Storage Facility at Main Water Treatment Plant.
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 47, inclusive).
    b. Geotechnical Report by Radise International dated January 27, 2020 (pages 1 to 14, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

10.06 *Indemnity*

A. 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.

B. 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.

C. 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.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

2. 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.

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 this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

4. 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 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.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

a.	State	Statutory
b.	Applicable Federal	Statutory
c.	Employer Liability:	
	Bodily injury, each accident	$1,000,000
	Bodily injury by disease, each employee	$500,000
	Bodily injury/disease aggregate	$1,000,000
d.	Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

a.	General Aggregate	$2,000,000
b.	Products – Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:

Each Person	$500,000
Each Accident	$1,000,000

b. Property Damage:

Each Incident	$1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

a. Excess or Umbrella Liability

1) General Aggregate	$5,000,000
2) Each Occurrence	$1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

a. Contractor's Pollution Liability

1) General Aggregate	$2,000,000
2) Each Occurrence	$1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

a. Village of Palm Springs

10.12 *Public Construction Bond*

A. 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.

B. 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.

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

a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.14 *Copies of Data/Documents*

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

10.15 *Ownership*

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

10.16 *Limitations of Liability*

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

10.17 *Enforcement Costs*

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

10.18 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

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

10.20 *Damage to Persons or Property*

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

10.21 *Discrimination*

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

10.22 *Construction Defects*

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

10.23 *Public Entity Crimes*

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

10.24 *Scrutinized Companies*

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 *E-Verify*

A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. 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;

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

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

4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;

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

6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a 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.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 8/12/24 (which is the Effective Date of the Contract).

VILLAGE:		CONTRACTOR:	
By:		By:	
Title:	Mayor	Title:	President
Attest:		Attest:	
Title:	Village Clerk	Title:	Notary Public

(Seal)

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

Notary Public State of Florida
Spencer Solow
My Commission HH 115103
Expires 04/07/2025

Approved as to Form:

for GJT

Title: Village Attorney

Address for giving notices:	Address for giving notices:
226 Cypress Lane	
Palm Springs FL, 33461	

License No.: _____ *(where applicable)*

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Finance

ITEM 6.12: Resolution No. 2022-06 Approve Budget Amendment No. 2 (FY21-22) - Community Redevelopment Trust Fund Increase

SUMMARY:

Ordinance No. 2021-11 approved the annual Village budget for the Fiscal Year 2021-2022 in the total amount of $70,479,113. Resolution No. 2021-44 approved the 1st budget amendment with an increase to the total budget by $2,359,855, to produce an amended budget totaling $72,838,968. Proposed Resolution No. 2022-06 is the 2nd budget amendment to increase the total budget by $73,726, to produce an amended budget totaling $72,912,696.

The Palm Springs CRA Trust Fund will increase by a total of $73,726 ($10,471 within the Lake Worth Road District and $63,257 within the Congress Avenue District). This increase is a result of the 2020-2021 fiscal year-end fund balance within the Trust Fund, which is now being allocated within the FY22 budget to provide funding for:

- Professional services to undertake a "branding" effort, including logo design in multimedia formats, market positioning stories and promotional messages and presentation materials;
- Printing and binding costs as the new brand and logo are rolled out; and
- Promotional activity costs as the economic development communication strategy is implemented.

Note: Per Chapter 163.387(7), Florida Statutes, any fund balance left at the end of the fiscal year must be "appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan" or must be used to reduce indebtedness or must be returned to each taxing authority.

FISCAL IMPACT:

Resolution No. 2021-06 increases the total budget by $73,728 to produce an amended budget totaling $72,912,696. Specifically, the Palm Springs CRA Fund is increased by the $73,728.

The budget summary as adopted and the amended budget summary are both attached.

ATTACHMENTS:

Proposed Resolution No. 2022-06 Budget Amendment No. 2 - CRA Trust Fund Increase
FY 2022 Budget Summary - Amendment No. 2
Budget Amendment No. 2 (CRA) - FY22
FY 2022 Budget Summary Ad

RESOLUTION NO. 2022-06

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET AMENDMENT AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE'S NECESSARY OPERATING EXPENSES FOR PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE VILLAGE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida ("Village") previously adopted the FY 2022 Annual Operating Budget, pursuant to Ordinance No. 2021-11 on September 23, 2021; and

WHEREAS, the Village finds it is necessary and essential to amend the FY 2021-2022 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2021-2022 Amended Annual Operating Budget set forth herein serves a value public purpose.

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

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. The funds and available resources and revenues, more specifically described in "Exhibit A", attached hereto and incorporated herein by reference, are appropriated to provide the funding for necessary operating and other expenses of departments of the Village for the fiscal year.

Section 3. The revenues and expenses as set forth in "Exhibit A" are hereby incorporated by reference and are hereby adopted as the amended budget for FY 2021-2022.

Section 3. 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	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this January 13th, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

PROPOSED AMENDED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2021 - 2022

ESTIMATED REVENUES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	**3.5000**	$4,995,190		$87,205				$5,082,395
Voted Debt Service Ad Valorem Tax	**0.2994**				$427,716			$427,716
Sales and Use Taxes		$2,289,491						$2,289,491
Utility Service Taxes		$2,942,358						$2,942,358
Local Business Taxes		$407,000						$407,000
Permits and Fees		$2,418,728						$2,418,728
Intergovernmental Revenues		$3,476,572				$47,500		$3,524,072
Charges for Services		$2,503,342				$22,102,230	$527,731	$25,133,303
Fines and Forfeitures		$255,000				$575,000		$830,000
Miscellaneous Revenues		$371,452				$66,500		$437,952
TOTAL SOURCES		**$19,659,133**	**$0**	**$87,205**	**$427,716**	**$22,791,230**	**$527,731**	**$43,493,015**
Transfers In		$2,576,198		$3,249,935			$1,495,400	$7,321,533
Fund Balances/Reserves/Net Assets		$5,885,635	$6,314,763	$73,728		$9,649,184	$174,838	$22,098,148
TOTAL REVENUES, TRANSFERS & BALANCES		**$28,120,966**	**$6,314,763**	**$3,410,868**	**$427,716**	**$32,440,414**	**$2,197,969**	**$72,912,696**
EXPENDITURES/EXPENSES:								
Legislative		$459,543						$459,543
Executive		$1,425,363						$1,425,363
Finance		$819,998						$819,998
Legal		$200,000						$200,000
Information Technology		$1,068,213						$1,068,213
General Government		$941,268						$941,268
Planning, Zoning & Building		$1,392,800						$1,392,800
Law Enforcement		$11,854,513						$11,854,513
Sanitation		$1,619,605						$1,619,605
Water and Sewer Utility						$29,593,421		$29,593,421
Stormwater Utility							$2,197,969	$2,197,969
Public Works		$3,253,373						$3,253,373
Community Redevelopment Agency				$3,410,868				$3,410,868
Economic Development			$1,656,633					$1,656,633
Library		$882,267						$882,267
Parks and Recreation		$4,050,268						$4,050,268
Special Events		$66,550						$66,550
Debt Service					$427,716	$270,795		$698,511
TOTAL EXPENDITURES/EXPENSES		**$28,033,761**	**$1,656,633**	**$3,410,868**	**$427,716**	**$29,864,216**	**$2,197,969**	**$65,591,163**
Transfers Out		$87,205	$4,658,130			$2,576,198		$7,321,533
Fund Balances/Reserves/Net Assets		$0	$0	$0	$0	$0	$0	$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$28,120,966**	**$6,314,763**	**$3,410,868**	**$427,716**	**$32,440,414**	**$2,197,969**	**$72,912,696**

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

Amendment changes	**$0**	**$0**	**$73,728**	**$0**	**$0**	**$0**	**$73,728**

VILLAGE OF PALM SPRINGS
REQUEST FOR BUDGET TRANSFER OR AMENDMENT
FISCAL YEAR 2021-22

Transfer Number

ACCOUNT NUMBER	LINE ITEM DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
14003-38901	Appropriated Fund Balance	$ -	$ 10,471.00	$ -	$ 10,471.00
14552-53100	Professional Fees	$ 20,000.00	$ 10,471.00	$ -	$ 30,471.00
					$ -
15003-38901	Appropriated Fund Balance	$ -	$ 63,257.00	$ -	$ 63,257.00
15552-53100	Professional Fees	$ 55,000.00	$ 34,029.00	$ -	$ 89,029.00
15552-54700	Printing and Binding	$ 500.00	$ 10,000.00	$ -	$ 10,500.00
15552-54800	Promotional Activities	$ -	$ 19,228.00		$ 19,228.00
					$ -
					$ -
					$ -
					$ -
	TOTAL	$ 75,500.00	$ 147,456.00	$ -	$ 222,956.00

EXPLANATION : Appropriate fund balance fron fiscal year end 9/30/21 for each CRA district to make it available to be used in Fiscal Year 2022. Professional Services for "branding" effort, printing and promotional actitivies with new logo and marketing collateral.

Approved by: [signature] Date: 12-29-21

Finance Reviewed: [signature] Date: 1/3/2022

____ Approved

____ Denied [signature] Village Manager 1/4/22 Date

Approved by Council (Date of Meeting) _____

Processed by

Finance: _____ Date: _____

PROPOSED AMENDED BUDGET
VILLAGE OF PALM SPRINGS - FISCAL YEAR 2021 - 2022

ESTIMATED REVENUES:	MILLAGE PER $1,000	GENERAL FUND	AMERICAN RESCUE PLAN FUND	PALM SPRINGS CRA	DEBT SERVICE FUND	WATER & SEWER ENTERPRISE FUND	STORMWATER UTILITY ENTERPRISE FUND	TOTAL VILLAGE BUDGET
Taxes:								
Ad Valorem Taxes	**3.5000**	$4,995,190		$87,205				$5,082,395
Voted Debt Service Ad Valorem Tax	**0.2994**				$427,716			$427,716
Sales and Use Taxes		$2,289,491						$2,289,491
Utility Service Taxes		$2,942,358						$2,942,358
Local Business Taxes		$407,000						$407,000
Permits and Fees		$2,418,728						$2,418,728
Intergovernmental Revenues		$3,476,572				$47,500		$3,524,072
Charges for Services		$2,503,342				$22,102,230	$527,731	$25,133,303
Fines and Forfeitures		$255,000				$575,000		$830,000
Miscellaneous Revenues		$371,452				$66,500		$437,952
TOTAL SOURCES		**$19,659,133**	**$0**	**$87,205**	**$427,716**	**$22,791,230**	**$527,731**	**$43,493,015**
Transfers In		$2,576,198		$3,249,935			$1,495,400	$7,321,533
Fund Balances/Reserves/Net Assets		$5,885,635	$6,314,763	$73,728		$9,649,184	$174,838	$22,098,148
TOTAL REVENUES, TRANSFERS & BALANCES		**$28,120,966**	**$6,314,763**	**$3,410,868**	**$427,716**	**$32,440,414**	**$2,197,969**	**$72,912,696**
EXPENDITURES/EXPENSES:								
Legislative		$459,543						$459,543
Executive		$1,425,363						$1,425,363
Finance		$819,998						$819,998
Legal		$200,000						$200,000
Information Technology		$1,068,213						$1,068,213
General Government		$941,268						$941,268
Planning, Zoning & Building		$1,392,800						$1,392,800
Law Enforcement		$11,854,513						$11,854,513
Sanitation		$1,619,605						$1,619,605
Water and Sewer Utility						$29,593,421		$29,593,421
Stormwater Utility							$2,197,969	$2,197,969
Public Works		$3,253,373						$3,253,373
Community Redevelopment Agency				$3,410,868				$3,410,868
Economic Development			$1,656,633					$1,656,633
Library		$882,267						$882,267
Parks and Recreation		$4,050,268						$4,050,268
Special Events		$66,550						$66,550
Debt Service					$427,716	$270,795		$698,511
TOTAL EXPENDITURES/EXPENSES		**$28,033,761**	**$1,656,633**	**$3,410,868**	**$427,716**	**$29,864,216**	**$2,197,969**	**$65,591,163**
Transfers Out		$87,205	$4,658,130			$2,576,198		$7,321,533
Fund Balances/Reserves/Net Assets		$0	$0	$0	$0	$0	$0	$0
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$28,120,966**	**$6,314,763**	**$3,410,868**	**$427,716**	**$32,440,414**	**$2,197,969**	**$72,912,696**

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.

Amendment changes	**$0**	**$0**	**$73,728**	**$0**	**$0**	**$0**	**$73,728**

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Finance

ITEM 6.13: Resolution No. 2022-05 Approve Reimbursement to the Village for Prior Expenditures Related to the Public Safety Building Expansion Received from Tax-Exempt Debt

SUMMARY: This resolution authorizes the Village to be reimbursed for project costs incurred on the Public Safety Building Expansion prior to the issuance of debt to pay for the project. This does not authorize the issuance of debt it just provides for reimbursement from the proceeds for costs incurred prior to any issuance.

FISCAL IMPACT:

The Village has expended $65,900 inception to date on this project (TO# 269), if the Village issues debt for this project those fees could be reimbursed from the debt proceeds.

ATTACHMENTS:

Proposed Resolution No. 2022-05 Reimbursement of Tax Debt for Public Safety Building

RESOLUTION NO. 2022-05

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, INDICATING THE OFFICIAL INTENT OF THE VILLAGE TO ISSUE TAX-EXEMPT DEBT TO REIMBURSE THE VILLAGE FOR PRIOR EXPENDITURES RELATED TO A PUBLIC SAFETY BUILDING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Village of Palm Springs, Florida (the "Village") anticipates incurring expenditures for a public safety building (the "Project"); and

WHEREAS, the Village may use proceeds of indebtedness to reimburse the Village for Project costs incurred prior to the incurrence of such indebtedness; and

WHEREAS, in order for the Village to incur the debt on a tax-exempt basis and to use such funds to reimburse the Village for prior expenditures, the Internal Revenue Code requires that the Village to declare its intent to use the proceeds of the debt for such reimbursement;

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

SECTION 1. The foregoing recitals are correct.

SECTION 2. The amount of tax-exempt debt the Village estimates it will incur with respect to the Project (including the reimbursement of prior expenditures) is not to exceed $65,900.

SECTION 3. This resolution does not obligate the Village to undertake the Project or to incur any debt.

SECTION 4. This resolution shall take effect immediately upon its passage and 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 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 _____ 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Administration

ITEM 6.14: Resolution No. 2022-07 - Amend the Schedule of Fees

SUMMARY:

Periodically staff reviews the costs involved in meeting all of the Village services that are delivered to the public. As these costs increase and/or when there are issues that may require a new fee to be assessed, it is necessary to amend the fee schedule associated with these services to better address the actual impact on the Village's budget. Police, Code Enforcement and Parks & Recreation have requested an amendment to the schedule of fees.

FISCAL IMPACT:

The additional revenue received is expected to offset operating expenses and promote a clean and safe community.

ATTACHMENTS:

Proposed Resolution No. 2022-07 Amendment to the Fee Schedule
Proposed Resolution No. 2022-07 Amended Schedule of Fees

RESOLUTION NO. 2022-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE FEES FOR CHAPTER 2, DIVISION 2, OF THE VILLAGE CODE TO UPDATE THE SCHEDULE OF FEES FOR VARIOUS SERVICES, AND, RESTATING THE FEES FOR DIVISION 2, CHAPTER 38 "PARKS AND RECREATION DEPARTMENT", AND THE "DEPARTMENT OF PUBLIC SAFETY"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to requests from Village Staff, the Village Council has determined there is a need to amend the Schedule of Fees and to restate the remaining fee schedule for Parks and Recreation, Library, and Public Safety adopted by Resolution No. 2020-30 on September 24, 2020; and

WHEREAS, Chapter 38 (Parks and Recreation), and Division 2 of the Code of Ordinances of the Village of Palm Springs, Florida, all authorize the Village Council, from time to time, to amend or establish, by Resolution, the Schedule of Fees for the department within the Village.

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 fee schedule for Division 2, "Department Of Public Safety", Chapter 38 "Parks and Recreation", and restates in its entirety the fee structures for Administration, Village Clerk/General Government, Public Safety Department, Library, Public Service/Solid Waste, Traffic and Vehicles, Planning and Zoning and the Buildings and Building Regulations Departments, all as described in **"Exhibit A"** attached hereto and incorporated herein by reference. The Village Clerk is directed to add and/or amend these fees to the Schedule of Fees on file in the Clerk's Office.

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
MAYOR, BEV SMITH	□	□	□
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 January 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
Village Clerk/General Government		
Lien Search Fee	$ 150.00	
Lien Search Update (unlimited allowed within 30-days of original search)	no charge	
Lien Search for Multiple Units with more than 10 units per Parcel Control Number	$ 45.00/ea unit	
Copies requested for public record search per Florida Statutes - Letter	$ 0.15	
Copies requested for public record search per Florida Statutes - Legal	$ 0.20	
Copies requested for public record search - USB / Thumb Drive	$ 8.00	
CD copy of meeting audio	$ 2.00	
Certifications	$ 1.00	
Bounced Check Fee - Utilities per F.S. 68.065(3)	min. $25.00	
Bounced Check Fee- Other per F.S. 68.065(3)	min. $25.00	
Release of Lien - Administrative Fee	$ 350.00	
Partial Release of Lien - Administrative Fee	$ 40.00	
Library		
Late fines per day all items except videos and DVD's	$ 0.10	
Late fines per day videos and DVD's	$ 0.50	
Printing pages from public access computers - Black - per page including paper	$ 0.15	
Printing pages from public access computers - Color - per page including paper	$ 0.50	
Damaged Library items are replaced at cost	item cost	
Non-Resident Library Cards (> 6 months)	$ 40.00	
Non-Resident Library Cards (12 months)	$ 75.00	
Meeting Room (30 banquet/50 theatre) Weekday per hour	$ 50.00	
Police		
Copy of Police Report	$ 0.15	
Copy of Police Report-two sided	$ 0.20	
Copy of Accident/Crash Report	$ 2.00	
Copy of video or audio tape - for State Attorney or Public Defender	actual cost	
Copy of CD/DVD	$ 10.00	
Hourly Labor Charge for Records Clerk after first 15 minutes	$ 17.00	
Parking tickets	$ 25.00	
Handicap Parking Tickets	$ 250.00	
Extra Duty Detail (per hour 3-hour min.)	$ 55.00	
Extra Duty Detail - Supervisor - Details Requiring 4 or more Officers (per hour 3-hour min.)	$ 60.00	

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
Extra Duty Detail - Night Clubs/Adult Entertainment Clubs (per hour 3-hour min.)	$ 65.00	
Extra Duty Detail - Night Clubs/Adult Entertainment Clubs - Supervisor - Details Requiring 4 or more Officers (per hour - 3 hour min.)	$ 75.00	
Extra Duty Detail - Holiday/Special Event/Night Cl (per hour -3 hour min.)	$ 65.00	
Extra Duty Detail with less than 24 hour notice (per hour 2-hour min.)	$ 70.00	
Extra Duty Detail cancelled w/less than 48 hour notice (2 hour min.)	$ 110.00 / $130.00	
Extra Duty Detail cancelled w/no notice before the start of detail (3-hour min.)	$ 165.00 / $195.00	
Extra Duty Detail scheduled for 4 hours or less and cancelled after the start of detail (2-hour min.)	$ 110.00 / $130.00	
Extra Duty Detail scheduled for over 4 hours & cancelled after the start of detail (4-hour min.)	$ 220.00 / $260.00	
Extra Duty Detail Late Payment Fee - Unpaid Detail Invoice over 60 Days	$ 250.00	
Extra Duty Detail Late Payment Fee - Unpaid Invoice Every 30 Days after Initial 60-Day Period	$ 250.00	
Non-resident fingerprinting service	$ 15.00	
Police Response to Meter Shut-Off	$ 50.00	
Traffic Counts & Analysis **All Extra Duty Detail rates are based on a per hour basis for all officers assigned	$ 500.00	
Code Enforcement and Nuisance Abatement Administrative Costs and Fees		
Code Enforcement Stipulation Agreement	$ 95.00	
Code Enforcement Standard Administrative Fee (minimum fee)	Varies per case	
Code Enforcement Abatement Hearing Application Fee/ Special Magistrate (Non-Refundable)	$ 250.00	
Code Enforcement Fine Reduction Application Fee/ Village Manager (Non-Refundable)	$ 800.00	
Code Enforcement Re-Inspection Fee	$ 30.00	
Code Enforcement Inspector (per hour)	$ 35.00	
Code Enforcement Inspector Utilities/Permits (per hour)	$ 35.00	
Code Enforcement Building Inspector (per hour)	$ 60 or hourly fee per contractual agreement	
Code Enforcement Land Development Planner Director (per hour)	$ 70.00	
Code Enforcement Land Development Planner (per hour)	$ 35.00	
Code Enforcement Land Development Permit Tech (per hour)	$ 25.00	
Code Enforcement Land Development GIS Tech (per hour)	hourly fee per contractual agreement	
Code Enforcement Land Development Administrative Assistant (per hour)	$ 39.00	
Code Enforcement Private Inspector (minimum 3 hours)	hourly fee per contractual agreement	

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
Professional Consultant (arborist, structural engineer, etc.)	hourly fee per contractual agreement	
Code Enforcement Village Attorney (minimum hearing fee)	$ 34.00	
Code Enforcement Police Officer - Court Costs	$ 41.00	
Code Enforcement Police Corporal - Court Costs	$ 43.00	
Code Enforcement Police Sergeant - Court Costs	$ 46.00	
Inspection Photograph Fee (per photo)	$ 5.00	
Service/Subpoena Fees	actual costs	
Postage	actual costs	
Code Enforcement Violations and Fines for Code Citations		
Oil and Grease Management Program Violation Fine - 1st offense		$100.00
Oil and Grease Management Program Violation Fine - 2nd offense		$200.00
Oil & Grease Management Program Violation Fine - 3rd offense and any subsequent offense		$400.00
Water Restriction Violation Fine - 1st offense	$ 25.00	
Water Restriction Violation Fine - 2nd offense	$ 50.00	
Water Restriction Violation Fine - 3rd offense and any subsequent offense	$ 100.00	
Overgrown Residential Lot (days to comply - 10)	$ 25.00	
Overgrown Commercial Lot (days to comply - 10)	$ 125.00	
Overgrown Vacant Residential Lot (days to comply - 10)	$ 75.00	
Tree Removal without Permit (will vary depending on caliper and species - fee not to exceed)	Varies per case - max. of $1,500/tree	
Improper Tree Pruning (topping, overlifting, lion-tailing and hatracking)(over-pruned palms) (will vary depending on caliper and species - fee not to exceed)	Varies per case - max. of $1,500/tree	
Trash, Debris and Vermin (days to comply - 10)	$ 100.00	

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
Missing or broken fence, wall or gate with swimming pool (days to comply - 5)	$ 250.00	
Missing or broken fence, wall or gate no swimming pool (days to comply - 5)	$ 25.00	
Unsafe or dangerous building or structure (days to comply - 14)	$ 250.00	
Illegal canopy or belvedere (days to comply - 14)	$ 50.00	
Stagnant water - cloudy or opaque water (days to comply - 5)	$ 250.00	
Missing or broken fascia, siding, or paint (days to comply - 30)	$ 100.00	
Prohibited vehicle in residential district (days to comply - 5)	$ 50.00	
Parking in single family district (days to comply - 5)	$ 50.00	
Parking - commercial vehicles (days to comply - 5)	$ 100.00	
Maintenance of swale areas (days to comply - 10)	$ 75.00	
Damaged signs (days to comply - 30)	$ 50.00	
Unsafe damaged signs (days to comply - 10)	$ 100.00	
Prohibited Uses - Residential Single Family (days to comply - 5)	$ 175.00	
Failure to obtain building permit (days to comply - 10)	Varies per case	
Code Enforcement Violations and Fines for Code Citations (continued)		
Permits for Residential Rental Units (days to comply - 5)	$ 50.00	
Noise ordinance violation (immediate compliance required)	$ 50.00	
Violation of Noise and/or Vibration Ordinance - First Offence	$ 75.00	
Violation of Noise and/or Vibration Ordinance - Second Offense	$ 150.00	
Violation of Noise and/or Vibration Ordinance	$ 250.00	
Hazardous material/waste (days to comply 5 to 30)	$ 250.00	
Failure to maintain driveway (days to comply - 30)	$ 25.00	
Failure to maintain exterior of property (Sec. 10-8)	$ 100.00	
Failure to maintain exterior of structure or improvements (Sec. 10-7)	$ 100.00	
Failure to maintain basic occupancy requirements (Sec 10-6) (immediate compliance required)	$ 100.00	
Failure to maintan occupancy limitation (Sec. 10-5) (immediate compliance required)	$ 100.00	
Failure to utilize franchisee for construction dumpster (Sec. 62-40) (immediate compliance requ	$ 100.00	
Overloading commercial dumpster or creating health hazard (Sec 62-42) (Immediate compliance required)	$ 50.00 per offense	
Failure to remove vegetative waste by professionals (Sec. 62-44) (immediate complaince required)	$ 50.00 per offense	
Local Business Tax Receipt required (days to comply - 5)	Up to $250 / offense per Chapter 205, F.S.	
Life Safety violation (usually requiring immediate compliance)	Varies per case	
Irreparable or irreversible violation (compliance may vary. Fee is not to exceed)	$ 5,000.00	
Repeat Violation (compliance will vary depending on the violation. Fee not to exceed)	$ 500.00	

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
Improper placement of approved bulk trash for collection:		
1st Offense	$ 25.00	
2nd Offense	$ 50.00	
3rd Offense or repeat offenses	$ 100.00	
Parks & Recreation		
Youth Sports Program - Registration (All Village Organized Sports Leagues)		$ 95.00
Youth Sports - Non-resident fees (All Sports League)	$ 125.00	
Adult Sports Individual Fee - Softball	$ 40.00	
Adult Sports League Team Fees - All Village Run Programs and/or Leagues (All Village Organized Sports Leagues and/or Programs)		Projected Program Cost + Admin Fee of 10%
Travel Club Membership Dues - Resident	$ 16.00	
Travel Club Membership Dues - Non-Resident	$ 24.00	
Travel Club Trips - Direct Cost plus Administrative Fee of (10%)	Cost + Fee	
Camp Programs - Weekly (resident and non-resident)	$ 160.00	
Single Day Camp	$ 32.00	
Summer Camp Registration Fee (includes 5 t-shirts)	$ 25.00	
Winter & Spring Camps (number of days x fee per day) - Full Sessions Only	$ 30.00	
Early Registration Discount (First 2 weeks of registration)	$ (10.00)	
Summer Camp Multi-Week Discount* *NOTE: This will be a tiered discount plan for pre-paying for multiple weeks at time of registration from $10 off for 2 weeks, $15 off for 4 weeks, to $25 off for full payment of all 8 weeks.	Up to ($25) off/week	
Early Drop-Off Weekly Fee	$ 25.00	
Late Pick-Up Weekly Fee	$ 25.00	
Special Event Participation Fee *NOTE: These participation fees are for vendor space at Village sponsored special events and the amount will vary based on the anticipated amount of attendees to the event.	Up to $100.00	
Back to School Program (1st Child is $25; Additional participating child is $20)	$25.00 + $20.00	
Parks & Recreation - Rentals		
Village Center Pavilion Rental - Half Day weekday	$ 50.00	
Village Center Pavilion Rental - Full Day weekday evening	$ 80.00	
Village Center Pavilion Rental - Full Day weekend/holiday evening	$ 150.00	
Community Room (180 banquet/240 theatre) Weekday per hour	$ 100.00	

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
Community Room Weekend/Holiday per hour	$ 150.00	
Community Room for Non-Profit (501c-3 or 501c-6 must be provided) anytime	$ 75.00	
Studio (80) Weekday (per hour)	$ 50.00	
Studio (80) Weekend/holiday (per hour)	$ 75.00	
Multi-Purpose Room (50) Weekday (per hour)	$ 50.00	
Multi-Purpose Room (50) Weekend/Holiday (per hour)	$ 75.00	
Multi-Purpose Room (50) Non-Profit anytime	$ 40.00	
Classroom (25) Weekday (per hour)	$ 25.00	
Classroom (25) Weekend/Holiday (per hour)	$ 50.00	
Classroom (25) Non-Profit anytime	$ 20.00	
Class Programs (for instructors)	25% fees collected	
Ballfield Rental [Non-Team Related] - For Residents (per hour) minimum 2 hours		$10 $20 minimum
Ballfield Rental - For Non-Residents (per hour) minimum 2 hours		$20 $40 minimum
Ballfield Rental - Lighting (per hour)	$ 50.00	
***Ballfield Rental - Organized & Competitive Programs/Leagues	Actual costs to maintain and provide field usage to be determined by Village Manager and /or Designee.	
LAB (140) Weekday (per hour)	$ 75.00	
LAB (140) Weekend/Holiday (per hour)	$ 125.00	
LAB (140) Non-Profit (anytime)	$ 50.00	
Sago Park Pavilion Full Day - weekday	$ 50.00	
Sago Park Pavilion Full Day - weekend/Holiday	$ 100.00	
Sago Park Pavilion Half-Day - weekday	$ 25.00	
Rental Deposit Outdoor Activities(Refunded if facilities are clean and undamaged)	$ 100.00	
Rental Deposit Indoor Activities (Refunded if facilities are clean and undamaged)	$ 200.00	
Building Attendant - after hours (per hour - 2 hour min.)	$ 35.00	
Extra Duty Detail for special event w/alcohol (per hour - 2 hour min.)	$ 45.00	
Water Park usage groups of 10 or more per 1.75 hours	$ 50.00	
Room Set-up/break-down	$ 100.00	
** Extra Duty Detail rates are based on a per hour basis for all officers assigned		
***An Agreement must be approved prior to rental		
Public Services		

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
Village labor used to clean up and or repair property ($85 per hour - 3 hr min.)	$ 255.00	
Village Equipment used to clean up or repair property ($150.00/hour/vehicle)	$ 150.00	
Planning, Zoning & Building - Permit, Development Application & Special Fees		
Permit Fees		
A permit fee shall be calculated by using the appropriate formula in Exhibit B (Tables 1.1 and 1.2)	$75 minimum -- see fee calculation in Exhibit B (Deposit of 30% of est. value of construction / demolition)	
Plan Review and Permit Processing Fees		
Plan Review	10% of the estimated permit fee or $100 minimum.; whichever is greater. Third rejection of plans for the same comment shall incur a fee of four (4) times the plan review portion of the permit fee. Florida State Statues SS 553.80(2)(b)	
Minor Revision / post-permit	$25 plus $10 per sheet	
Major Revision / pre-permit	$75 plus $10 per sheet	
Major Revision / post-permit	$75 plus $10 per sheet	
Minor Revision / pre-permit	$25 plus $10 per sheet	
Revalidation / No Revisions	30% of original permit fee, but not less than $75.00	
Special or Emergency or Expedited Plan Review	2 1/2 times original plan review fee (see above) or Cost Recovery plus Administrative Fees (per submittal/revision) if conducted by retained professional, at determiination of PZ&B Director	
Refund of Permit Fees	20% of deposit, less plan review and revision fees, prior to permit issuance; 50% of permit fees paid in full, less plan review and revision fees, prior to permit issuance; There will be no refund of fees after construction begins, application expires, or permit expires.	
Change of Contractor/Owner (No Plan Review Required)	$ 50.00	
Change of Contractor/Owner (Plan Review Required)	$50.00 + Revision-cost	

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
Duplicate Plans	$10 per sheet , or actual cost incurred if copying outsourced + $25 administrative fee	
Replacement Permit Card	$30.00 each + $20.00 administrative cost	
Replace of Certificate of Occupancy	$30.00 each + $20.00 administrative cost	
Stocking / Training "Permit"	$ 200.00	
Certificate of Occupancy	Close-Out Package Review Fees: 5 business days = no charge ; Expedited Review = $150 per CO flat fee or cost recovery based on staff overtime rates at determination of PZB Director	
Temporary or Conditional Certificate of Occupancy	Base Fees: Single Family or Duplex = $200.00 Commercial or Multi-Family = $500.00 + $50.00/per condition. Close-Out Package Review Fees: 5 business days = free; Expedited Review = $150 per TCO flat fee or cost recovery based on staff overtime rates at determination of PZB Director	
Extension of Temporary Conditional Certificate or Temporary Certificate of Occupancy	$ 200.00	
Administrative fee on Building Permits	$ 75.00	
Type of Inspection		
First Re-inspection	$ -	
Second Re-inspection	$ 100.00	
Third Re-inspection and subsequent (same type)	$ 200.00	

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
Courtesy Inspection, not related to a permit	$75.00 or actual costs via cost recovery	
Miscellaneous or Emergency (same day), or Special Inspection	$100 per hour - 2 hour minimum weekdays & 4 hour minimum after hours, weekends, holidays	
Building Official Inspection/Services	$150 per hour - 2 hour minimum weekdays & 4 hour minimum after hours, weekends, holidays	
Expedited or Special Assignment Inspections	Actual costs via cost recovery plus adminstrative fee of $25/ inspection day	
Review of Private Provider Reports/Certifications (for plans review, testing, inspections, etc.)	$75 or actual costs via cost recovery plus administrative fee (per submittal)	
Fees for Fire Inspections, including annual inspections by Fire Marshall are set by Palm Beach County Fire Rescue. In the event that the Village conducts the inspections, the following are applicable:		
First Re-inspection (Fire inspector)	$ -	
Second Re-inspection (same type)	$ 100.00	
Third Re-inspection and subsequent (same type)	$ 200.00	
Appeal of Building Officials Determination	$ 350.00	
Cost Recovery: Actual costs of professional services, per Village contractual agreements, including building plans review, building inspections, Building Official services, structural engineer, civil engineer, etc.	Actual costs via cost recovery plus administrative fee	
Special Fees		
Minor Permit - Residential Fence (Base Permit Fee & Plan Review Fee - No Sub Permits)	$ 100.00	
Minor Permit - Residential Water Heater Replacement (Base Permit Fee & Plan Review Fee - No Sub Permits)	$ 100.00	
Minor Permit - Residential A/C Change-Out (Base Permit Fee & Plan Review Fee - No Sub Permits)	$ 100.00	
Permit - Pod or Dumpster	$ 60.00	
Garage Sales Permit	$ 1.00	
Commercial Outdoor Sales Permit (except tax exempt organizations)	$ 50.00	
Special Event Permit (except tax exempt organizations)	$50, plus $80/inspection, if required	
Appeal of Denial of Special Event Permit	$ 50.00	
Antenna	Same as miscellaneous improvements -Table 1.1	
Tree Removal Permit (multi-family and commercial) per tree	$ 50.00	

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
Foreclosure Registration	$ 200.00	
Change of Address	$ 50.00	
Professional Fees (actual cost plus $75 administrative fee)	Actual Cost + Admin Fee (per application submittal, revision, invoice)	
Administrative fee for cost recovery	$ 75.00	
Zoning Confirmation Letter	$50 + $25/hour Admin Fee for research over 1 hour	
Zoning / Landscape Compliance Inspection (per visit)	$ 50.00	
Public Notice Signs (per sign)	$ 10.00	
Right-of-Ways Fees		
On-Site Drainage Review for commercial site drainage	Actual Cost + Admin Cost + Eng. (Escrow)	
Per dwelling unit for residential site drainage	Actual Cost + Admin Cost + Eng. (Escrow)	
Right-of-Way Construction and Landscaping Review	Actual Cost + Admin Cost + Eng. (Escrow)	
R/W Permit Inspection Fee	$80/inspection + Eng Escrow, if applicable	
Installation of gravity sanitary & storm sewer including appurtenant manholes 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 or catch basins, cable television and 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 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 feet of paving (open cut)		
(a) For pipes sizes 18" or less in diameter, per cut	$ 100.00	
(b) For pipes sizes over 18" up to and including 48" diameter, per cut	$ 50.00	
(c) For pipes sizes greater than 48" diameter, per cut	$ 200.00	
All underground crossings of paved roads over 25 feet of paving width (open cut)		
(a) For pipes sizes 18" or less in diameter, per cut	$ 200.00	
(b) For pipes sizes over 18" up to and including 48" diameter, per cut	$ 300.00	
(c) For pipes sizes greater than 48" diameter, per cut	$ 400.00	

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
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 of 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 /per foot	
Street Connections		
(a) Paved street connection for tying into existing and/or new Village roads	$250.00/each	
(b) Where culverts are used in conjunction with street connections	$2.00 /per foot	
All construction within or upon Village maintained rights-of-way including but not limited to turn lanes, new and expansion or existing roads and landscaping	3% of cost	
Planning, Zoning and Misc Development Applications		
(1) Reserved		
(2) Subdivisions		
C. Preliminary Plat	$1,500.00 + Professional Fees	
D. Final Plat	$1,500.00 + Professional Fees	
(3) Land Use		
All filling fees are in addition to professional fees as indicated in Cost Recovery herein.		
(a) Site Plan / Landscape Plan / Building Design; Major/Planned Development	$ 2,500.00	
1. Site Plan/Landscape Plan/Building Design; Minor	$ 1,000.00	
2. Existing Tenant Space/Building with Minor Special Exception	$ 600.00	
3. Administrative Approval/ Amendment (site plan, landscape plan, building design)	$ 600.00	
(b) Variance (District Standard); Multi-Family & Commercial (up to 2 variances)	$1,000.00 + $250.00 for additional concurrent variances	
1. Variance (District Standard); Single Family	$ 300.00	
2. Administrative Variance; Multi-Family & Commercial	$ 500.00	
3. Administrative Variance; Single Family	$ 300.00	
4. Variance; Hours of Operation	$ 1,000.00	
5. Variance; Sign	$ 1,000.00	
(c) Special Exception Use (public hearing required)	$ 1,000.00	

Appendix A Schedule of Fees	Resolution No. 2020-30	Proposed Resolution No. 2022-07
(d) Temporary Use License Agreement / Permit Application	$ 1,000.00	
(e) Abandonment (easement and/or right-of-way)	$ 1,500.00	
(f) Rezoning (except with annexation)	$ 750.00	
(g) Comprehensive Plan / LDR Amendment		
Future Land Use Map Amendment (FLUM)	$ 1,000.00	
Comprehensive Plan Amendment (text)	$ 3,000.00	
LDR/Zoning Change (text)	$ 1,500.00	
(h) Deed Restriction / Unity of Title / Misc. Legal Instruments	$50.00 + actual costs of professional fees	
(i) LDB Order Amendment (conditions of approval)	$ 1,000.00	
(j) Major Development Order Amendment (conditions of approval)	$ 2,500.00	
(k) Appeal of Planning, Zoning & Building Director interpretation / opinion/administrative decision	$ 350.00	
(l) Engineering Escrow Deposit / Cost Recovery Deposit	Varies by project $2,500 minimum	
(m) Master Sign Plan	$ 500.00	
(n) Site Plan Amendment (Minor/Major/PD) (public hearing required)	$ 1,500.00	
(o) Local Business Tax	Per Chapter 70, Article IV	
(p) Business Permit (county license)	$ 52.50	
(q) Rental Business Permit Fee	$52.50/ Dwelling units	
Cost Recovery: Applicant is responsiblA336:H3A336:G37372e for the cost recovery of administrative, engineering, special inspector, legal review and/or any other professional services required in conjunction with any application, including public notice costs such as advertising costs, postage etc. An escrow deposit is required.	Actual Costs of professional services plus $75 Administrative Fee	
(5) Utility/ Civil Plan	$1200 + engineering cost recovery	
(6) Land Alteration	0-1 acres = $100 1+ acres = $250 + engineering cost recovery	

Exhibit B - Permit Fees

a) 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 $75.00 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 Planning, Zoning & Building Director or 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.

b) Work Commencing Before Permit Issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a penalty of 100 percent of the usual permit fee, in addition to the required permit fees, plus penalty fees up to 300 percent the usual permit fee, as decided by the Planning, Zoning & Building Director.

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 = 2.75% of contract value, but not less than $75.00 [4]

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 $75.00
5. Unit rates are found in the most recent version of the International Code Council s Square Foot Construction Costs Table within the Building Valuation Data at http://www.iccsafe.org/cs/pages/bvd.aspx
6. Floor area means the total area under roof, including all and any porches, garages and 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

Percentages X Value

2.75% = the first $50,000 plus

2% = over $50,000

Impact Fees	
Law Enforcement	
Single Family (Detached/attached)	
Less than 1,500 sf	$271.44
1,500 to 2,499 sf	$301.60
2,500 sf or more	$337.51
Multi-Family (apartment/Condo) (du)	$199.63
Mobile Home (du)	$239.85
Senior Housing (detached) (du)	$229.79
Senior Housing (attached) (du)	$152.24
Transient, Assisted, Group:	
Congregate Care Facility (du)	$208.01
Assisted Living Facility (bed)	$145.45
Hotel (room)	$153.27
Motel (room)	$126.68
Nursing Home (bed)	$170.48
Recreational:	
Golf Course (hole)	$131.38
Movie Theater (screen)$	$811.72
Institutions:	
Elementary School (Private) (student)	$12.51
Middle School (Private) (student)	$14.08
High School (Private) (student)	$14.08
University/Junior College (7,500 or fewer students) (Private) (student)	$15.64
University/Junior College (more than 7,500 students) (Private) (student)	$12.51
Church (1,000 sf)	$57.87
Day Care Center (1,000 sf)	$126.68
Medical:	
Hospital (1,000 sf)	$201.76
Clinic (1,000 sf)	$284.65
Office:	
General Office (1,000 sf)	$139.20
Medical Office 10,000 sq ft or less (1,000 sf)	$187.68
Medical Office greater than 10,000 sq ft (1,000 sf)	$269.01
Retail:	
Shopping Center/Retail (1,000 sf)	$236.16
New/Used Auto Sales (1,000 sf)	$245.55
Supermarket (1,000 sf)	$376.92
Pharmacy/Drug Store with & without Drive-Thru (1,000 sf)	$289.34

Furniture Store (1,000 sf)	$50.05
Services:	
Bank/Savings Walk-In (1,000 sf)	$161.09
Bank/Savings Drive-In (1,000 sf)	$233.04
Quality Restaurant (1,000 sf)	$900.86
High-Turn Over Restaurant (1,000 sf)	$871.15
Fast Food Restaurant w/Drive-Thru (1,000 sf)	$1,517.08
Automobile Care Center (1,000 sf)	$261.19
Gas Station w/Convenience Market <2,000 sq ft (fuel pos)	$228.34
Gas Station w/Convenience Market 2,000-2,999 sq ft (fuel pos)	$278.39
Gas Station w/Convenience Market 3,000+ sq ft (fuel pos)	$315.93
Industrial:	
General Light Industrial (1,000 sf)	$78.20
Manufacturing (1,000 sf)	$71.94
Warehousing (1,000 sf)	$17.20
Mini-Warehouse (1,000 sf)	$6.26
High-Cube Transload/Storage (1,000 sf)	$14.08
Parks and Recreation:	
Single Family (detached/attached)	
Less than 1,500 sf (du)	$659.00
1,500 to 2,499 sf (du)	$731.00
2,500 sf or more (du)	$819.00
Multi-Family (apartment/Condo) (du)	$485.00
Mobile Home (du)	$582.00
Senior Adult Housing (detached) (du)	$560.00
Senior Adult Housing (Attached) (du)	$370.00

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Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Public Service

ITEM 6.15: Approve Hazard Mitigation Grant - Florida Division of Emergency Management (FEMA) - Davis Road North Basin Stormwater Improvements ***(ADDENDUM)***

SUMMARY:

The Village has been awarded a hazard mitigation grant, funded by the Federal Emergency Management Agency (FEMA), which is administered by the Florida Division of Emergency Management, for stormwater improvements along Davis Road (south of 10th Avenue North and north of the L-11 Canal. This public assistance grant is a result of Hurricane Dorian relief (September 2019) and is only available to projects prioritized on the countywide Local Mitigation Strategy (LMS) list.

Note: The Village's Davis Road Stormwater Improvement Project was ranked 27th on the LMS project priority list (PPL) in November 2019. The project was first included in the Village's 5-Year Capital Budget Plan in Fiscal Year 2018 and has been included in subsequent capital budgets. This drainage project is identified in the "Stormwater Study for Justification of Interim Fees" that was adopted by the Village Council in July 2015 (Ordinance No. 2015-27).

The Village is approved for a total project cost up to $131,577 plus $6,416.27 management costs, with a federal award of 75% or $96,244.01 plus $6,416.27. Thus, the Village's responsibility for this project would be $35,332.99 or 25% of the design project cost. This project is underway, and the design plans are at 90% completion. The Village most likely will only be reimbursed for new costs incurred after the Agreement is fully executed.

Funding is available to the Village on a reimbursement basis. The design phase of the project must be completed by December 2022.

FISCAL IMPACT:

Funding to support the design phase of this project is approved within the Village's FY 2022

Budget - Stormwater Fund.

If approved the Village could be reimbursed up to 75% + Management Costs (102,660.28) of the total cost ($137,993.27), with the Village being responsible for the remaining 25% ($35,332.99).

Note: This project is already underway. The Village will most likely only be reimbursed for new costs incurred after the agreement is fully executed, but Staff will try to recoup prior expenditures.

ATTACHMENTS:

Proposed Contract with Florida Division of Emergency Management for Davis Road North Basin Stormwater HMGP Funding

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Village of Palm Springs
PROJECT #:	4468-023-R
PROJECT TITLE:	Village of Palm Springs, Davis Road North Basin, Drainage, Phase I
CONTRACT #:	H0746
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Angela Thul, Stormwater Coordinator, Village of Palm Springs

Enclosed is your copy of the proposed contract/modification between **the Village of Palm Springs** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Signed electronic copy
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist Tracy O'Dell on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4540 or email me at Jamela.Reeves@em.myflorida.com.

Agreement Number: **H0746**

Project Number: **4468-023-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Village of Palm Springs
Sub-Recipient's unique entity identifier (FEIN):	59-6020405
Federal Award Identification Number (FAIN):	FEMA-DR-4468-FL
Federal Award Date:	September 21, 2021
Subaward Period of Performance Start and End Date:	Upon execution through December 31, 2022
Amount of Federal Funds Obligated by this Agreement:	$98,959.07
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$102,660.28
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$102,660.28
Federal award project description (see FFATA):	Drainage
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Jamela.Reeves@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **the Village of Palm Springs**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jamela Reeves, M.B.A.
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4540
Email: Jamela.Reeves@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Angela Thul
   Stormwater Coordinator
   Village of Palm Springs
   226 Cypress Lane
   Palm Springs, Florida 33461-1604
   Telephone: 561-434-5122
   Email: athul@vpsfl.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **December 31, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$98,959.07**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

a) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

b) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: VILLAGE OF PALM SPRINGS

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 98,959.07**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Intermediate Stormwater Drainage System
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage to the Davis Road area infrastructure, in Palm Springs, Palm Beach County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4468-023-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Village of Palm Springs, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the Davis Road area bounded by Jamaica Drive to the north, Morgans Way to the south and west, Andros Road to the east, located in Palm Springs, Florida, 33461. Coordinates (26.628539, -80.098863).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall improve the existing drainage infrastructure by increasing inlets, grading swales, and piping to connect to a new catch basin at the existing outfalls at Sago Lake and Lake Worth Drainage District Canal L-11. The proposal also includes improving the 15-inch existing piping to a 24-inch piping to Canal 11. These improvements will alleviate continual flooding in the area.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans / bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

   g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

   h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

   i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share

and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour

including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of the Davis Road area bounded by Jamaica Drive to the north, Morgans Way to the south and west, Andros Road to the east, in Palm Springs, Florida.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.

3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

   a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.

   b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.

4) Historical Preservation compliance documents shall be obtained. Review documentation required:

   a) Color maps including topographical and aerial with the project location clearly marked.

   b) Color photographs of any area with ground disturbance (electronic).

   c) Indicate if project site is located within a designated historic district or historic neighborhood.

5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:

   a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

   b) Previous and current use of proposed project area.

   c) Any known site work or historic uses for the proposed location.

   d) Any available studies that may have taken place on the property.

6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4468-023-R.** It is funded under HMGP, FEMA-4468-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4468.

FEMA awarded this project on September 21, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **December 31, 2022**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	6	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**15**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$126,517.00	$92,542.80	$33,974.20
Initial Agreement Amount:	**$126,517.00**	**$92,542.80**	**$33,974.20**
***Contingency Funds:	$5,060.00	$3,701.21	$1,358.79
Project Total:	**$131,577.00**	**$96,244.01**	**$35,332.99**
****SRMC**			
SRMC:	$6,416.27	$6,416.27	
SRMC Total:	**$6,416.27**	**$6,416.27**	

*****Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $5,060.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $6,416.27 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$96,244.01	(73.15%)
Non-Federal Share:	$35,332.99	(26.85%)
Total Project Cost:	**$131,577.00**	**(100.00%)**

SRMC (100% Federal)	$6,416.27

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, 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 Sub-recipient received 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 Sub-

recipient, this assurance shall obligate the Sub-recipient, 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;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.

v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Village of Palm Springs

REMIT ADDRESS: 226 Cypress Lane

CITY: Palm Springs STATE: Florida ZIP CODE: 33461-1604

PROJECT TYPE: Drainage PROJECT #: 4468-023-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0746

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 73.15%	Obligated Non-Federal 26.85%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Village of Palm Springs PAYMENT #:

PROJECT TYPE: Drainage PROJECT #: 4468-023-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0746

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Village of Palm Springs

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Village of Palm Springs **PROJECT #:** 4468-023-R

PROJECT TYPE: Drainage **CONTRACT #:** H0746

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Village of Palm Springs
Sub-Recipient's Name

H0746
DEM Contract Number

4468-023-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4468-023-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 98,959.07

OBLIGATION/ACTION DATE: September 21, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 829698153

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the Davis Road area bounded by Jamaica Drive to the north, Morgans Way to the south and west, Andros Road to the east, located in Palm Springs, Florida, 33461. Coordinates (26.628539, -80.098863).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall improve the existing drainage infrastructure by increasing inlets, grading swales, and piping to connect to a new catch basin at the existing outfalls at Sago Lake and Lake Worth Drainage District Canal L-11. The proposal also includes improving the 15-inch existing piping to a 24-inch piping to Canal 11. These improvements will alleviate continual flooding in the area.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax-qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

j) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

k) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

l) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor’s Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor’s Authorized Official

_____
Date

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Parks & Recreation

ITEM 7.1: Presentation - 2021 Christmas Decorating Contest Awards

SUMMARY:

The Village Council is expected to present a Christmas Decorating Award to fifteen (15) property owners who participated in the Village's 2021 Christmas Decorating Contest.

This year, the Village received a total of twenty-nine (29) entries to participate in the 2021 Christmas Decorating Contest. Numerous persons served as judges and, the judges visited each location on December 15, 2021 to evaluate each entry on a scale from 1 to 10, with a score of 10 being most desirable.

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

Note: All winners have been invited to attend the Council Meeting on January 13, 2022 and receive their awards.

FISCAL IMPACT:

Funding to support the 2021 Christmas Decorating Contest Awards is available within the FY 2022 Budget - General Fund.

ATTACHMENTS:

2021 Holiday Decorating Contest Winners
2021 Holiday Decorating Contest Winners Photographs

THE VILLAGE OF PALM SPRINGS

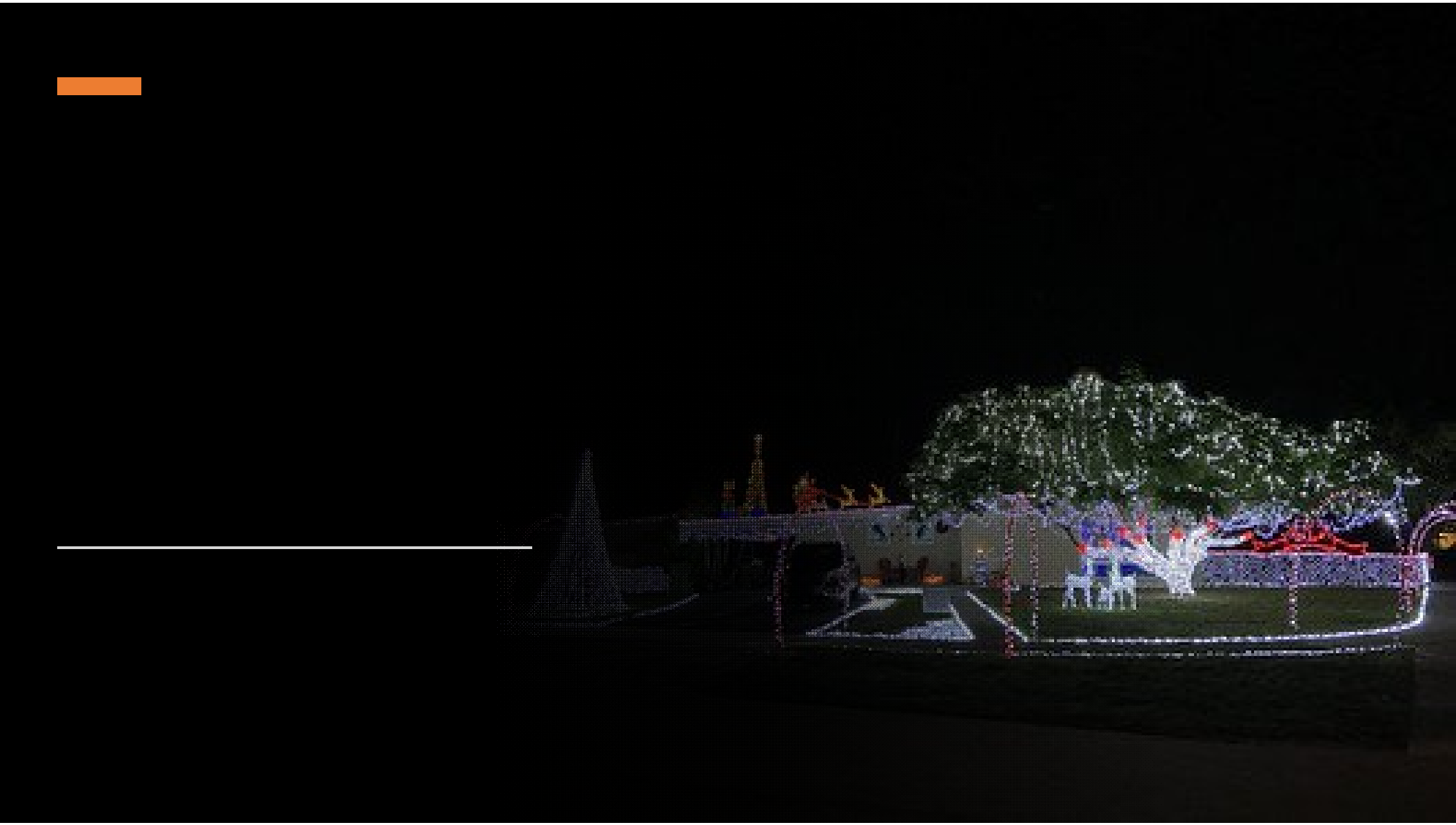
2021 HOLIDAY DECORATING CONTEST

CONTEST WINNERS

1. 216 Poe Drive
2. 324 Shady Lane Road
3. 309 Henthorne Drive
4. 416 Santa Anna Drive
5. 3141 Drew Way
6. 424 Santa Anna Drive
7. 421 Santa Anna Drive
8. 352 Pinehurst Road
9. 324 Pinehurst Road
10. 341 Winged Foot Road
11. 449 Davis Road
12. 602 Springdale Circle
13. 172 Granada Drive
14. 337 Greenbrier Drive
15. 245 Davis Road

Thank you to each Village of Palm Springs Resident who participated in the contest.

You truly do, make the Village *"A Great Place to Call Home"*





172 Granada Drive

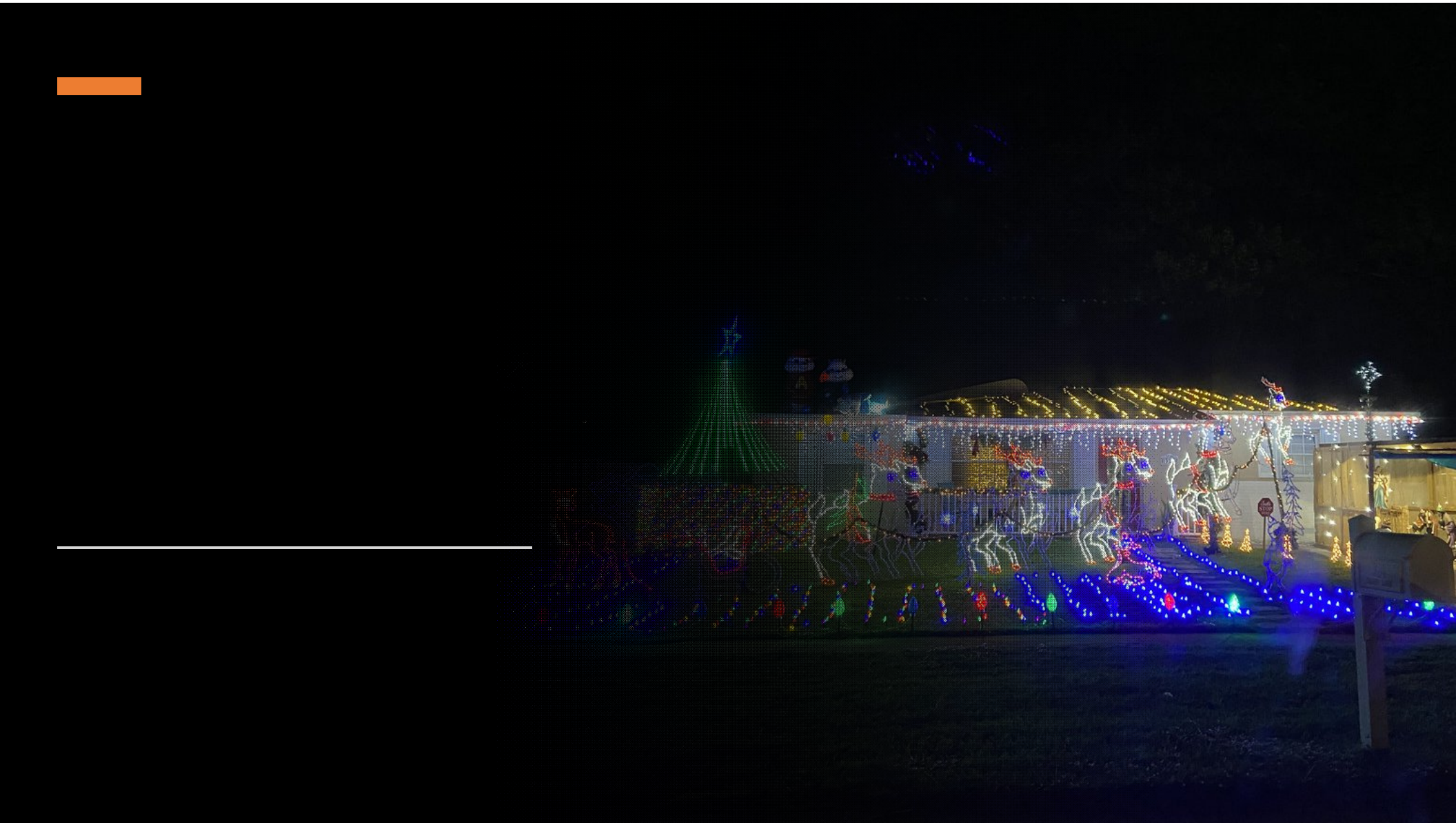





HAPPY
BIRTHDAY
JESUS





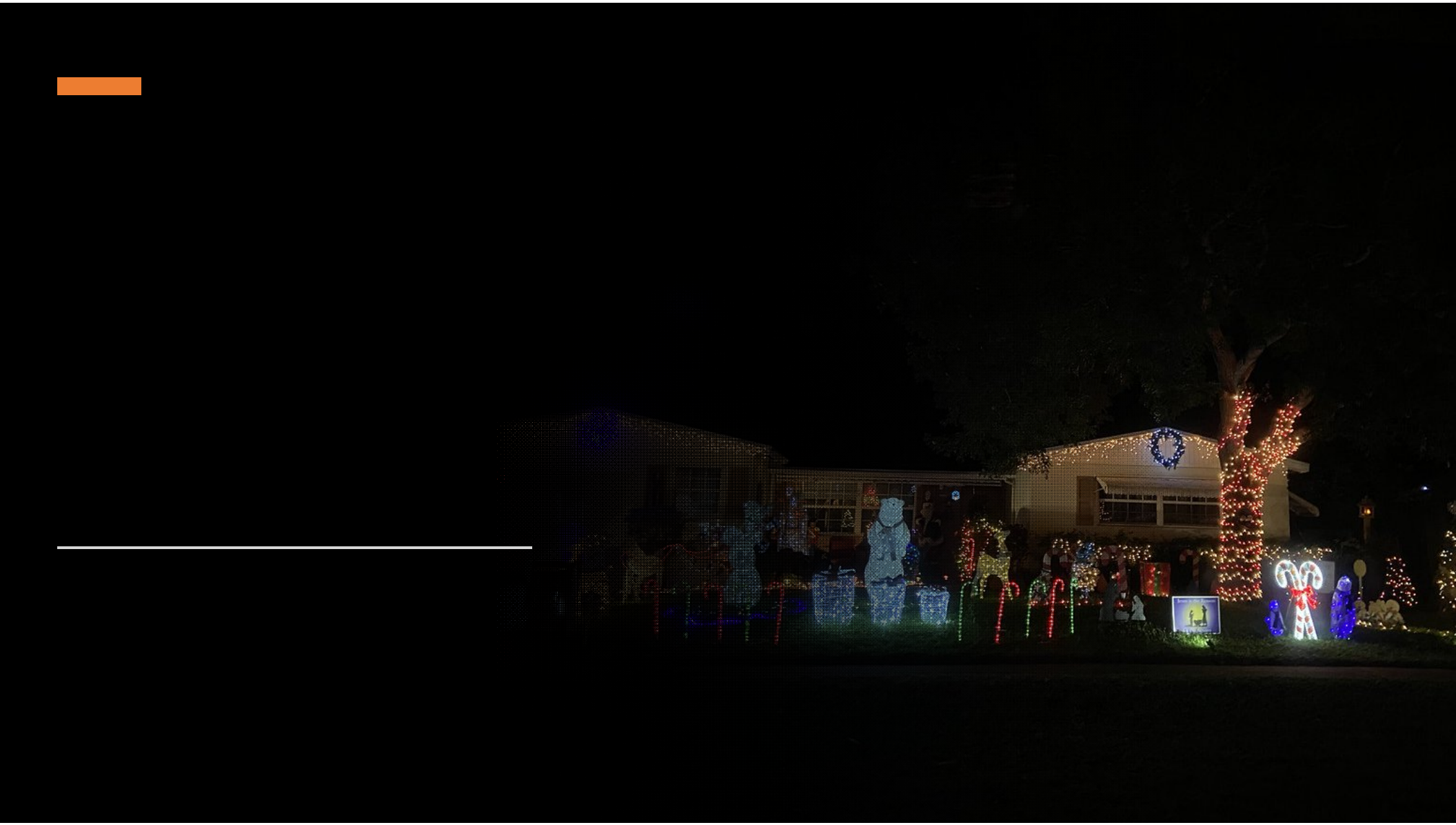







NICK'S
DOG
PARK






HOLIDAY
DECORATION
WINNER
602



Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, the Governor of the State of Florida has traditionally designated the first Friday in February as ***"Crossing Guard Appreciation Day"***; and

WHEREAS, every school day, thousands of dedicated crossing guards assist our children across busy streets as they arrive and depart from school; and

WHEREAS, the Village of Palm Springs places top priority on child safety and recognizes that education plays a critical role in ensuring the safety of our children and the crossing guards that assist them; and

WHEREAS, crossing guards provide an invaluable service to our community, yet they receive very little compensation and recognition for their tireless efforts; and

WHEREAS, we realize the Crossing Guards often encounter adversarial, and sometimes hostile, attitudes from members of the public who are more concerned with their own personal agendas than the safety of the children; and

WHEREAS, the Village of Palm Springs urges all citizens to use due care when involved in the school commute, and to acknowledge and express gratitude to their local school guards for the invaluable service they provide to the community.

NOW, THEREFORE, I, BEV SMITH, *Mayor of the Village of Palm Springs, Florida, do hereby proclaim* ***February 4, 2022*** *as:*

"Crossing Guard Appreciation Day in Palm Springs"

SEAL 1957

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed

Mayor Beverly Smith

Date January 13, 2022

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Administration

ITEM 9.1: Approve New Village Manager Agreement - Michael Bornstein

SUMMARY:

The former Village Manager resigned on October 1, 2021, and the Manager vacancy is currently being filled by Interim Michael Bornstein with a month-to-month contract for six months. The Village Council directed the Village Attorney to discuss the position with the current Interim Village Manager to determine the interest and benefits package desired to fill the position permanently.

FISCAL IMPACT:

ATTACHMENTS:

Letter to Mayor and Council Dated January 7, 2022 about Village Manager Agreement
Village Manager Agreement - Clean Version
Village Manager Agreement - Redline Version
2021 - City Manager Salary Survey For Palm Springs

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*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

January 7, 2022

Mayor Smith and Village Council Members
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Interim Village Manager

Dear Mayor and Council Members:

In accordance with your direction, attached is a red-lined and clean version of the Village Manager Agreement with Michael Bornstein. Mr. Bornstein's employment will transition from Interim Village Manager to Village Manager on January 14, 2022 and continue until January 14, 2025 unless earlier terminated or extended by the parties.

As you can see from the red-lined version, there are very few changes from his Interim Village Manager Agreement:

- Paragraph V A reflectes a salary of $193,000.00;
- Paragraph V B 9 permits the Manager to work remotely subject to the approval of the Village Council;
- Paragraph V B 11, which had authorized the Manager to be reimbursed up to $200/month for Village related expenditures has been deleted;
- Paragraph VI Performance Evaluation has been added.

If you have any questions, please feel free to contact me.

Sincerely,

Glen J. Torcivia/ak

GLEN J. TORCIVIA, ESQUIRE

Signed in my absence to avoid delay

GJT/ak
Enclosure

cc: Michael Bornstein, Interim Village Manager

Village of Palm Springs
Village Manager Agreement

THIS VILLAGE MANAGER AGREEMENT between MICHAEL BORNSTEIN ("MANAGER" or "EMPLOYEE") and the VILLAGE OF PALM SPRINGS, a Florida municipal corporation ("EMPLOYER" or "VILLAGE") is made this ____ day of _____, 2022.

WHEREAS, the parties have decided to enter into this Village Manager Agreement ("Agreement");

WHEREAS, the MANAGER has been serving as Interim Village Manager since October 4, 2021; and

WHEREAS, the Village Council, on behalf of the Village, desires to employ Manager, as the Village Manager of the Village, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the Manager has agreed to commence employment as the Village Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the Village and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established, the sufficiency of which is hereby acknowledged, have agreed as follows:

I. EMPLOYMENT OF MANAGER

Subject to the terms and conditions set forth in this Agreement, EMPLOYER hereby agrees to employ MANAGER as its full-time, exempt Village Manager and MANAGER hereby agrees to commence such employment.

II. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, Policies and Procedures of EMPLOYER, and as provided by Florida Law, the Palm Beach County Code of Ethics and as mutually agreed to by the MANAGER and EMPLOYER from time to time. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of EMPLOYER until termination or expiration of this Agreement.

The MANAGER shall be responsible only to the Village Council and shall satisfactorily perform the duties of Village Manager as determined by the Village Council. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the EMPLOYER and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the EMPLOYER in accordance with applicable laws, policies, practices and rules.

III. EXCLUSIVE EMPLOYMENT

MANAGER shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement.

During employment by EMPLOYER, MANAGER is prohibited from accepting compensation, remuneration, gifts or other tangible or intangible items of value from outside organizations, entities, or persons unless such acceptance is permitted by applicable ethical laws and approved by EMPLOYER.

The term "employed" as used in this section, shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER'S time off not in excess of an average of ten (10) hours per

week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes or the Palm Beach County Code of Ethics. The MANAGER shall devote his full time to act as the Village Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of the Village and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization.

IV. TERMS OF EMPLOYMENT

A. The Term of this Agreement and MANAGER'S employment as the Village Manager shall commence on January 14, 2022, and shall remain in effect until January 14, 2025 unless earlier terminated as provided in Section VI. The Term of this Agreement may be modified or extended only by written mutual consent of the parties.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at any time, subject only to the provisions set forth in Section VI herein below.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section VI herein below.

V. COMPENSATION

A. Base Salary. EMPLOYER agrees to pay MANAGER for services rendered at the base annual salary of $193,000.00. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.

B. Benefits.

1. Personal Leave Time: MANAGER shall earn Personal Leave Time in the amount of 2.5 days per month. MANAGER shall earn Personal Leave Time accrued in equal installments on a weekly or bi-weekly basis to correspond to the EMPLOYER's regular payroll cycle. The MANAGER shall be permitted to use Personal Leave Time in the same manner and under the same provisions as other Village employees as set forth in the EMPLOYER'S policies, as amended from time to time. Personal Leave Time shall be immediately available for use upon accrual of same. Additionally, MANAGER is entitled to participate in EMPLOYER'S Personal Leave Incentive Payment Program, to the extent such a program exists, as outlined in EMPLOYER'S employment regulations/policies. MANAGER'S participation in the Personal Leave Incentive Payment Program shall have the same maximum annual payout as other Village employees, but MANAGER shall not have a minimum personal leave day usage in order to participate in the Personal Leave Incentive Payment Program.

   All accrued and unused Paid Leave Time (up to a maximum of 400 hours) shall be paid at 100% upon separation of employment, regardless of the reason for separation.

2. Administrative Leave Days: MANAGER shall be provided ten (10) days of Administrative Leave Days at the beginning of each contract year for use in any manner he deems appropriate. Such leave shall accrue in full immediately upon beginning employment. Further, Administrative Leave Days accrued, but not used by the end of each contract year shall be forfeited. However, unused Administrative Leave Days shall be paid upon separation from employment, regardless of the reason for separation. "

3. Insurance: The MANAGER, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the EMPLOYER'S Health Insurance Program and other insurance benefit programs that may be offered in the same manner and under the same provisions and benefits

as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER.

4. Retirement/Deferred Compensation: The MANAGER shall be eligible to participate in the system currently available to, and under the same terms as, other Village employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other participants in the same or similar job categories.

5. Car Allowance: In lieu of an official vehicle, EMPLOYER shall provide MANAGER with a monthly car allowance of five Hundred Fifty and No/100 Dollars ($550.00) in full payment of any expenses arising from this employment, provided the MANAGER maintains personal car insurance coverage for property damage and bodily injury consistent with the EMPLOYER'S current automobile policy limits. Pursuant to §112.061, Florida Statutes, such allowance may be changed by the EMPLOYER on the basis of a signed statement of the MANAGER, filed before the allowance is changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to the mileage reimbursement provisions of §112.061, Florida Statutes. MANAGER shall be responsible for any tax consequences relating to such car allowance.

6. Cellular Telephone: EMPLOYER shall provide MANAGER with a cellular telephone and service to be used EMPLOYER-related business. MANAGER shall be responsible for any tax consequences relating to the provision of such a device and associated service.

7. Dues, Subscriptions, and Training: EMPLOYER shall pay reasonable and appropriate professional dues, subscriptions, and training on behalf of the MANAGER for the purpose of allowing him participation in direct job-related associations, subject to budget constraints and the prior approval of the Village Council.

8. Per Diem and Subsistence Allowance. MANAGER shall be reimbursed for work-related travel outside Palm Beach County based on the categories and at the standard rates provided in §112.061, Florida Statutes, which reimbursement shall not be considered part of the MANAGER'S Compensation. However, no reimbursement for mileage or other vehicle expenses related to the maintenance or operation of MANAGER'S private vehicle will be provided except as specified in Section V, B, 5, of this Agreement. As an exempt employee, no additional compensation will be paid for time spent traveling on EMPLOYER business other than MANAGER'S Base Salary then in effect. Said reimbursement shall be subject to Village Council approval.

9. Remote Work: MANAGER shall be permitted to work remotely as appropriate and needed subject to the approval of the Village Council.

10. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER.

VI. PERFORMANCE EVALUATION: Annually, the EMPLOYER and MANAGER will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of the Village and progress towards attaining EMPLOYER'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented. Progress towards such goals and objectives may be evaluated annually or as otherwise agreed to by both parties.

VII. TERMINATION AND SEVERANCE PAY

A. Without Cause.
   1. EMPLOYER may terminate MANAGER without cause at any time during the Term of the Agreement, or any extension of the term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.

   2. The EMPLOYER'S termination of MANAGER without cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.

   3. Pursuant to Section V, B, 1 of this Agreement, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

   4. Severance Pay.
      a. In the event MANAGER is terminated by EMPLOYER Without Cause, he shall receive Severance Pay equal to the gross amount of 20 weeks Base Salary in effect at the time of termination, and Severance Pay shall include the value of the following Benefits or perquisites as permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). The Benefits included in Severance Pay are calculated at the value of 20 weeks of such Benefits as follows:
         i. Premium amounts paid by the EMPLOYER for the health insurance programs provided pursuant to Section V, B, 3.
      b. Severance Pay shall be made within 15 calendar days after receipt of an executed Full and General Release in the form attached hereto as Exhibit "A", including all employment-related claims, by MANAGER in favor of EMPLOYER in a lump sum cash payment, less applicable withholdings and other required deductions.
      c. MANAGER'S failure to deliver a Full and General Release, including all employment related claims, to EMPLOYER within 30 calendar days of the effective date of the termination Without Cause shall forfeit any entitlement to Severance Pay under this Agreement.

B. With Cause.
   1. EMPLOYER may terminate MANAGER With Cause as provided herein.

   2. "With Cause" is defined as termination based upon a determination by the Council that any of the following actions were committed by the MANAGER:

      a. fraud;
      b. embezzlement;
      c. conviction of a felony relating to official duties;
      d. violation of Florida's or Palm Beach County's Code of Ethics by the MANAGER;
      e. violation of EMPLOYER'S Code of Ethics and Conflict of Interest or Outside Employment policies;
      f. breach of this Agreement;
      g. violation of the EMPLOYER'S Policy Against Harassment or Discrimination;
      h. violation of EMPLOYER'S Drug-Free Workplace Policy; or
      i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.

   3. EMPLOYER may terminate MANAGER With Cause at any time during the Term of the Agreement, or any extension of the Term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole

discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.

4. The EMPLOYER'S termination of MANAGER With Cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.

5. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to termination With Cause. However, pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

C. Resignation.
   1. MANAGER may voluntarily resign his employment with EMPLOYER by providing EMPLOYER at least thirty (30) days written notice in advance. During the 30-day period, EMPLOYER may require MANAGER to cease or limit the work performed on EMPLOYER matters, during which time MANAGER is entitled to such regular Compensation and Benefits as is due under this Agreement until the effective date of the resignation as provided in the notice.

   2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to resignation from employment.

   3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

D. Expiration of Term.
   1. MANAGER'S employment shall automatically terminate at the expiration of the Agreement's Term, or any subsequent Term where extended by a written amendment.

   2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to the expiration of the Term, or any subsequent Term where extended by a written agreement.

   3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

E. Death.
   1. This Agreement, the Term and any subsequent Term where extended by written agreement, and MANAGER'S employment shall terminate automatically upon the MANAGER'S death.

   2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, as a result of death.

   3. Pursuant to Section V, B, 1, EMPLOYER shall pay MANAGER'S designated beneficiary any accrued and unused Paid Leave Time, if any, due MANAGER (excluding Severance Pay) through the date of death pursuant to this Agreement. Said payment to be made within fifteen (15) days of the MANAGER'S Death. "Designated beneficiary" shall be the person(s) designated by the MANAGER in the Village's Life Insurance Program, will, trust, or similar document.

F. Disability

1. If the MANAGER becomes permanently disabled and is unable to perform his duties or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks whether paid or unpaid after exhaustion of any accrued and unused Paid Leave Time, if any, or holiday time, EMPLOYER shall have the option to terminate this Agreement.

2. Pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

3. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for, Severance Pay, as a result of Disability.

VII. General Provisions:

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon EMPLOYER and MANAGER and the successors, assigns and heirs of each respectively.

C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.

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

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

F. Indemnification. EMPLOYER shall provide an attorney to defend the MANAGER against any civil action for any injury or damage suffered as a result of any act, event, or omission that arises out of the MANAGER'S employment, unless the MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. When providing such defense, EMPLOYER may compromise and settle any such claim or suit and pay the amount of such settlement in its sole discretion. EMPLOYER shall not be liable for the acts or omissions of the MANAGER committed while acting outside the course and scope of his employment or committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In such instances where EMPLOYER has provided a defense, yet the MANAGER was found to be personally liable for such injury or damages, the MANAGER shall reimburse EMPLOYER for any legal fees, costs, and expenses EMPLOYER has incurred or otherwise paid on his/her behalf in connection with the alleged conduct. Such payment shall become due and payable within thirty (30) days of the final judgment.

   a. Where the MANAGER has separated employment prior to the EMPLOYER or MANAGER receiving notice of the civil action, EMPLOYER shall provide an attorney to defend the MANAGER against as a result of any act, event, or omission that arises out of the MANAGER'S course and scope of employment, unless MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
   b. EMPLOYER shall provide an attorney to defend the MANAGER against complaints or charges brought before the State or local Commission on Ethics if it determines that the act, event, or omission arises out of the MANAGER'S course and scope of employment, and that providing such defense serves a public purpose. Such defense

shall be provided regardless of whether the EMPLOYER or MANAGER receives notice of the charge prior to or after the MANAGER'S separation from employment. However, the VILLAGE's obligation to pay for any such defense expires for any such complaints or charges filed more than five (5) year after the MANAGER's separation date. If MANAGER is determined to have personally and directly violated the applicable Code of Ethics, he shall, within thirty (30) days of said determination, pay the VILLAGE all monies paid by the VILLAGE in defending MANAGER, including, but not limited to, all attorneys' fees incurred.

G. EMPLOYER shall bear the full cost of any fidelity or other bonds required of the MANAGER under any policy, regulation, law or ordinance.

H. Failure of the EMPLOYER to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of EMPLOYER'S right to enforce or exercise said right(s) at any time thereafter.

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

J. Post-Termination Name Clearing Meeting: MANAGER may avail himself of the Village's Post Termination Name-Clearing process in accordance with Village policy in effect at the time of termination, if any. However, in light of the organizational structure, MANAGER must submit any request for such meeting in writing to the City Attorney within 10 business days of the date of termination and such meeting will be scheduled to occur at a regular Council Meeting with the Council presiding at such meeting or, in lieu of attending a meeting, MANAGER or the Village may choose for Manager to submit a written statement to be included in the MANAGER'S personnel file. The meeting is not an appeal of the termination decision and the Council shall not consider reinstatement at the Post-Termination Name Clearing Meeting, if such a meeting is held. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.

K. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO:	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461 ATTN: Mayor and Village Attorney	TO:	Michael Bornstein Address on File at the Village Clerk's office

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

VILLAGE MANAGER

_____

MICHAEL BORNSTEIN

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this_____ day of _____ 2022 by _____, who is personally known to me, or has produced_____as identification and did/did not take an oath.

_____

Notary Public
Signature and Seal

My commission expires:

ATTEST

BY: _____
KIMBERLY M. WYNN, Village Clerk

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, Village Attorney

Village of Palm Springs
Village Manager Agreement

THIS VILLAGE MANAGER AGREEMENT between MICHAEL BORNSTEIN ("MANAGER" or "EMPLOYEE") and the VILLAGE OF PALM SPRINGS, a Florida municipal corporation ("EMPLOYER" or "VILLAGE") is made this ____ day of _____, 2022.

WHEREAS, the parties have decided to enter into this Village Manager Agreement ("Agreement");

WHEREAS, the MANAGER has been serving as Interim Village Manager since October 4, 2021; and

WHEREAS, the Village Council, on behalf of the Village, desires to employ Manager, as the Village Manager of the Village, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the Manager has agreed to commence employment as the ~~Interim~~ Village Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the Village and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established, the sufficiency of which is hereby acknowledged, have agreed as follows:

I. EMPLOYMENT OF MANAGER

Subject to the terms and conditions set forth in this Agreement, EMPLOYER hereby agrees to employ MANAGER as its full-time, exempt ~~Interim~~ Village Manager and MANAGER hereby agrees to commence such employment.

II. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the EMPLOYER and shall perform the functions and duties of the Village Manager as provided in the Charter, the Code of Ordinances, Policies and Procedures of EMPLOYER, and as provided by Florida Law, the Palm Beach County Code of Ethics and as mutually agreed to by the MANAGER and EMPLOYER from time to time. The MANAGER shall devote whatever time is necessary to perform the duties of the position. The MANAGER shall remain in the exclusive employment of EMPLOYER until termination or expiration of this Agreement.

The MANAGER shall be responsible only to the Village Council and shall satisfactorily perform the duties of Village Manager as determined by the Village Council. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the EMPLOYER and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the EMPLOYER in accordance with applicable laws, policies, practices and rules.

III. EXCLUSIVE EMPLOYMENT

MANAGER shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement.

During employment by EMPLOYER, MANAGER is prohibited from accepting compensation, remuneration, gifts or other tangible or intangible items of value from outside organizations, entities, or persons unless such acceptance is permitted by applicable ethical laws and approved by EMPLOYER.

The term "employed" as used in this section, shall not be construed to exclude occasional teaching, writing or consulting performed on the MANAGER'S time off not in excess of an average of ten (10) hours per

week in a non-conflicting capacity, in accordance with the provisions of Florida Statutes or the Palm Beach County Code of Ethics. The MANAGER shall devote his full time to act as the ~~Interim~~ Village Manager and to carry out to the best of his abilities all the duties imposed upon him by the Charter and the Ordinances of the Village and such other duties as the EMPLOYER may assign from time to time. During the term of this Agreement and any extensions thereof, the MANAGER shall not hold office in any political party or political organization.

IV. TERMS OF EMPLOYMENT

A. The Term of this Agreement and MANAGER'S employment as the Village Manager shall commence on January 14, 2022, and shall remain in effect until January 14, 2025 unless earlier terminated as provided in Section VI. The Term of this Agreement may be modified or extended only by written mutual consent of the parties.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYER to terminate the service of MANAGER at any time, subject only to the provisions set forth in Section VI herein below.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section VI herein below.

V. COMPENSATION

A. Base Salary. EMPLOYER agrees to pay MANAGER for services rendered at the base annual salary of $193,000.00. The Base Salary shall be paid in installments at the same time as other employees of the EMPLOYER are paid.

B. Benefits.

1. Personal Leave Time: MANAGER shall earn Personal Leave Time in the amount of 2.5 days per month. MANAGER shall earn Personal Leave Time accrued in equal installments on a weekly or bi-weekly basis to correspond to the EMPLOYER's regular payroll cycle. The MANAGER shall be permitted to use Personal Leave Time in the same manner and under the same provisions as other Village employees as set forth in the EMPLOYER'S policies, as amended from time to time. Personal Leave Time shall be immediately available for use upon accrual of same. Additionally, MANAGER is entitled to participate in EMPLOYER'S Personal Leave Incentive Payment Program, to the extent such a program exists, as outlined in EMPLOYER'S employment regulations/policies. MANAGER'S participation in the Personal Leave Incentive Payment Program shall have the same maximum annual payout as other Village employees, but MANAGER shall not have a minimum personal leave day usage in order to participate in the Personal Leave Incentive Payment Program.

   All accrued and unused Paid Leave Time (up to a maximum of 400 hours) shall be paid at 100% upon separation of employment, regardless of the reason for separation.

2. Administrative Leave Days: MANAGER shall be provided ten (10) days of Administrative Leave Days at the beginning of each contract year~~term~~ for use in any manner he deems appropriate. Such leave shall accrue in full immediately upon beginning employment. Further, Administrative Leave Days accrued, but not used by the end of each contract year~~term~~ shall be forfeited. However, unused Administrative Leave Days shall be paid upon separation from employment, regardless of the reason for separation. "~~Contract term" is defined as October 2021 to the following March 31, 2022.~~

3. Insurance: The MANAGER, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the EMPLOYER'S Health Insurance Program and other insurance benefit programs that may be offered in the same manner and under the same provisions and benefits

as other Village employees, as the same exists or may be amended from time to time by the EMPLOYER.

4. Retirement/Deferred Compensation: The MANAGER shall be eligible to participate in the system currently available to, and under the same terms as, other Village employees or any successor plans. The MANAGER shall be subject to the same contribution and vesting schedule as all other participants in the same or similar job categories.

5. Car Allowance: In lieu of an official vehicle, EMPLOYER shall provide MANAGER with a monthly car allowance of five Hundred Fifty and No/100 Dollars ($550.00) in full payment of any expenses arising from this employment, provided the MANAGER maintains personal car insurance coverage for property damage and bodily injury consistent with the EMPLOYER'S current automobile policy limits. Pursuant to §112.061, Florida Statutes, such allowance may be changed by the EMPLOYER on the basis of a signed statement of the MANAGER, filed before the allowance is changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to the mileage reimbursement provisions of §112.061, Florida Statutes. MANAGER shall be responsible for any tax consequences relating to such car allowance.

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7. Dues, Subscriptions, and Training: EMPLOYER shall pay reasonable and appropriate professional dues, subscriptions, and training on behalf of the MANAGER for the purpose of allowing him participation in direct job-related associations, subject to budget constraints and the prior approval of the Village Council.

8. Per Diem and Subsistence Allowance. MANAGER shall be reimbursed for work-related travel outside Palm Beach County based on the categories and at the standard rates provided in §112.061, Florida Statutes, which reimbursement shall not be considered part of the MANAGER'S Compensation. However, no reimbursement for mileage or other vehicle expenses related to the maintenance or operation of MANAGER'S private vehicle will be provided except as specified in Section V, B, 5, of this Agreement. As an exempt employee, no additional compensation will be paid for time spent traveling on EMPLOYER business other than MANAGER'S Base Salary then in effect. Said reimbursement shall be subject to Village Council approval.

9. Remote Work: MANAGER shall be permitted to work remotely as appropriate and needed subject to the approval of the Village Council.

~~9.~~10. Additional Benefits: Said further and additional benefits which are provided to other Village employees now or in the future shall be provided to the MANAGER.

~~10. Reimbursement: The Manager is authorized to be reimbursed up to $200.00 a month for Village related expenditures, which are hereby determined to serve a public purpose.~~

VI. PERFORMANCE EVALUATION: Annually, the EMPLOYER and MANAGER will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of the Village and progress towards attaining EMPLOYER'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic

and have resources reasonably committed to be effectively implemented. Progress towards such goals and objectives may be evaluated annually or as otherwise agreed to by both parties.

VII. TERMINATION AND SEVERANCE PAY

A. Without Cause.

1. EMPLOYER may terminate MANAGER without cause at any time during the Term of the Agreement, or any extension of the term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.

2. The EMPLOYER'S termination of MANAGER without cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.

3. Pursuant to Section V, B, 1 of this Agreement, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

4. Severance Pay.

   a. In the event MANAGER is terminated by EMPLOYER Without Cause, he shall receive Severance Pay equal to the gross amount of 20 weeks Base Salary in effect at the time of termination, and Severance Pay shall include the value of the following Benefits or perquisites as permitted by §215.425, F.S. (hereafter referred to as "Severance Pay"). The Benefits included in Severance Pay are calculated at the value of 20 weeks of such Benefits as follows:

      i. Premium amounts paid by the EMPLOYER for the health insurance programs provided pursuant to Section V, B, 3.

   b. Severance Pay shall be made within 15 calendar days after receipt of an executed Full and General Release in the form attached hereto as Exhibit "A", including all employment-related claims, by MANAGER in favor of EMPLOYER in a lump sum cash payment, less applicable withholdings and other required deductions.

   c. MANAGER'S failure to deliver a Full and General Release, including all employment related claims, to EMPLOYER within 30 calendar days of the effective date of the termination Without Cause shall forfeit any entitlement to Severance Pay under this Agreement.

B. With Cause.

1. EMPLOYER may terminate MANAGER With Cause as provided herein.

2. "With Cause" is defined as termination based upon a determination by the Council that any of the following actions were committed by the MANAGER:

   a. fraud;
   b. embezzlement;
   c. conviction of a felony relating to official duties;
   d. violation of Florida's or Palm Beach County's Code of Ethics by the MANAGER;
   e. violation of EMPLOYER'S Code of Ethics and Conflict of Interest or Outside Employment policies;
   f. breach of this Agreement;
   g. violation of the EMPLOYER'S Policy Against Harassment or Discrimination;
   h. violation of EMPLOYER'S Drug-Free Workplace Policy; or
   i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.

3. EMPLOYER may terminate MANAGER With Cause at any time during the Term of the Agreement, or any extension of the Term authorized by written amendment, in accordance with the provisions of Village Charter Section 4.02, as amended from time to time. In its sole discretion, EMPLOYER may suspend MANAGER for a period not to exceed 45 days during the period between the time a preliminary resolution is passed and any final resolution being passed. EMPLOYER shall determine at the time of suspension whether such suspension shall be with or without pay.

4. The EMPLOYER'S termination of MANAGER With Cause shall be in accordance with the provisions of the Village Charter and the determination of the Village's Council shall be final and non-appealable.

5. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to termination With Cause. However, pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

C. Resignation.
   1. MANAGER may voluntarily resign his employment with EMPLOYER by providing EMPLOYER at least thirty (30) days written notice in advance. During the 30-day period, EMPLOYER may require MANAGER to cease or limit the work performed on EMPLOYER matters, during which time MANAGER is entitled to such regular Compensation and Benefits as is due under this Agreement until the effective date of the resignation as provided in the notice.

   2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to resignation from employment.

   3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

D. Expiration of Term.
   1. MANAGER'S employment shall automatically terminate at the expiration of the Agreement's Term, or any subsequent Term where extended by a written amendment.

   2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, due to the expiration of the Term, or any subsequent Term where extended by a written agreement.

   3. Pursuant to Section V, B, 1, EMPLOYER shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

E. Death.
   1. This Agreement, the Term and any subsequent Term where extended by written agreement, and MANAGER'S employment shall terminate automatically upon the MANAGER'S death.

   2. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for Severance Pay, as a result of death.

   3. Pursuant to Section V, B, 1, EMPLOYER shall pay MANAGER'S designated beneficiary any accrued and unused Paid Leave Time, if any, due MANAGER (excluding Severance Pay) through the date of death pursuant to this Agreement. Said payment to be made within fifteen (15) days of the MANAGER'S Death. "Designated beneficiary" shall be the person(s) designated by the MANAGER in the Village's Life Insurance Program, will, trust, or similar document.

F. Disability

1. If the MANAGER becomes permanently disabled and is unable to perform his duties or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks whether paid or unpaid after exhaustion of any accrued and unused Paid Leave Time, if any, or holiday time, EMPLOYER shall have the option to terminate this Agreement.

2. Pursuant to Section V, B, 1, Employer shall pay any accrued and unused Paid Leave Time, if any, within 15 days of the separation date.

3. MANAGER is not entitled to or eligible for Severance Pay, and EMPLOYER shall not make payment for, Severance Pay, as a result of Disability.

VII. General Provisions:

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon EMPLOYER and MANAGER and the successors, assigns and heirs of each respectively.

C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.

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

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

F. Indemnification. EMPLOYER shall provide an attorney to defend the MANAGER against any civil action for any injury or damage suffered as a result of any act, event, or omission that arises out of the MANAGER'S employment, unless the MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. When providing such defense, EMPLOYER may compromise and settle any such claim or suit and pay the amount of such settlement in its sole discretion. EMPLOYER shall not be liable for the acts or omissions of the MANAGER committed while acting outside the course and scope of his employment or committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. In such instances where EMPLOYER has provided a defense, yet the MANAGER was found to be personally liable for such injury or damages, the MANAGER shall reimburse EMPLOYER for any legal fees, costs, and expenses EMPLOYER has incurred or otherwise paid on his/her behalf in connection with the alleged conduct. Such payment shall become due and payable within thirty (30) days of the final judgment.

   a. Where the MANAGER has separated employment prior to the EMPLOYER or MANAGER receiving notice of the civil action, EMPLOYER shall provide an attorney to defend the MANAGER against as a result of any act, event, or omission that arises out of the MANAGER'S course and scope of employment, unless MANAGER acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
   b. EMPLOYER shall provide an attorney to defend the MANAGER against complaints or charges brought before the State or local Commission on Ethics if it determines that the act, event, or omission arises out of the MANAGER'S course and scope of employment, and that providing such defense serves a public purpose. Such defense

shall be provided regardless of whether the EMPLOYER or MANAGER receives notice of the charge prior to or after the MANAGER'S separation from employment. However, the VILLAGE's obligation to pay for any such defense expires for any such complaints or charges filed more than five (5) year after the MANAGER's separation date. If MANAGER is determined to have personally and directly violated the applicable Code of Ethics, he shall, within thirty (30) days of said determination, pay the VILLAGE all monies paid by the VILLAGE in defending MANAGER, including, but not limited to, all attorneys' fees incurred.

G. EMPLOYER shall bear the full cost of any fidelity or other bonds required of the MANAGER under any policy, regulation, law or ordinance.

H. Failure of the EMPLOYER to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of EMPLOYER'S right to enforce or exercise said right(s) at any time thereafter.

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

J. Post-Termination Name Clearing Meeting: MANAGER may avail himself of the Village's Post Termination Name-Clearing process in accordance with Village policy in effect at the time of termination, if any. However, in light of the organizational structure, MANAGER must submit any request for such meeting in writing to the City Attorney within 10 business days of the date of termination and such meeting will be scheduled to occur at a regular Council Meeting with the Council presiding at such meeting or, in lieu of attending a meeting, MANAGER or the Village may choose for Manager to submit a written statement to be included in the MANAGER'S personnel file. The meeting is not an appeal of the termination decision and the Council shall not consider reinstatement at the Post-Termination Name Clearing Meeting, if such a meeting is held. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.

K. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO:	Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461 ATTN: Mayor and Village Attorney	TO:	Michael Bornstein Address on File at the Village Clerk's office

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above.

VILLAGE MANAGER

_____
MICHAEL BORNSTEIN

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this_____ day of _____ 2022 by _____, who is personally known to me, or has produced_____as identification and did/did not take an oath.

_____

Notary Public
Signature and Seal

My commission expires:

ATTEST

BY: _____
KIMBERLY M. WYNN, Village Clerk

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, Village Attorney

FLORIDA 2021 CITY MANAGER SALARY SURVEY
AS SUPPLEMENTED BY LOCAL RESEARCH
Updated: 12/2/2021

City Name	Date of Last Update	Population	# of Full-Time Employees	# of Part-Time Employees	Approx. General Fund Budget	Approx. Total Budget	Name of City Manager / Administrator	Date of Hire	Years of Service as a mgr	Annual Salary	Date of Last Increase	Amount of Exp Allowance	Car Allowance per month	Annual Leave Days	Sick Leave	Personal Days	Paid Holidays	Pension
Boynton Beach	10/1/21	80,139	816	42	$102,500,000	$249,689,416	Lori LaVerriere	12/18/2012 as City Manager 7/1/2011 as Interim City Manager	10	$239,700.00	12/01/20	N/A	Use of City Vehicle (not allowance) for business and unlimited personal use in the State of Florida	176 hours per year	96 hours per year	N/A	11 holidays	Participates in General Employees' Pension Plan (7% employee required contribution; vested after 5 years) City also contributes $13,200 annually into ICMA
Delray Beach	10/5/2021	66,580	835	83	$152,384,084	$251,265,215	Terrence Moore	8/21/2021		$230,000.00	N/A	Cell phone provided by City, work related expenses, dues, subscriptions, and professional development	$600.00	Sames as employees	Same as employees	N/A	Sames as employees	14% of salary invested in 401a or 457
Greenacres	10/1/2021	40,013	134	37	$33,291,004	$49,494,753	Andrea McCue	1/4/2016	5	$215,000.00	09/30/21	$100 for cell phone or city issued cell phone	$400.00	4 weeks	Same as Dept. Directors	N/A	Same as City Employees	10% base salary into deferred compensation plan
Jupiter	10/5/2021	65,000	353	3	$56,678,721	$135,348,451	Matt Benoit	2/7/2018	Unknown	$238,497.43	02/07/21	Unknown	$650	20	12	1	11	FRS
Lake Worth Beach	10/28/2021	38,000	400		$165,000,000		Carmen Davis	12/6/2021	New	$200,000.00	N/A	Cell phone provided, dues, professional development	$500.00	25	Same as Employees and 5 days to start	N/A	Same as Employees	10% 401A
Lantana	10/5/2021	12,000	67		$16,418,736	$35,487,472	Brian Raducci	9/9/2021	New	$175,000.00	N/A	Cell phone provided, dues, professional development	Provided by the City	960 hours	320 hours	0	10	7% of salary plus up to 2% match
North Palm Beach	10/5/2021	13,000 - 20,000 (Seasonal)	146	82	$26,628,407	$33,242,588	Andrew Lukasik	3/27/2017	21 - total of 3 at NPB	$192,345.13	03/27/21	$75 cell phone allowance	$575.00	15	12	0	11	15.00%
Palm Beach	10/5/2021	10,000	340	12	$80,915,573	$277,560,337	Kirk Blouin	2/13/2018	3	$252,463.39	10/01/21	Professional development	Either City provided vehicle or $500/month	Same as other Town employees	Same as other Town employees	7	12	DROP

FLORIDA 2021 CITY MANAGER SALARY SURVEY
AS SUPPLEMENTED BY LOCAL RESEARCH
Updated: 12/2/2021

City Name	Date of Last Update	Population	# of Full-Time Employees	# of Part-Time Employees	Approx. General Fund Budget	Approx. Total Budget	Name of City Manager / Administrator	Date of Hire	Years of Service as a mgr	Annual Salary	Date of Last Increase	Amount of Exp Allowance	Car Allowance per month	Annual Leave Days	Sick Leave	Personal Days	Paid Holidays	Pension
Palm Springs	9/30/2021	24,051	162	45	$23,950,547	$52,003,808	Rich Reade	8/7/2013	8	$184,000.00	09/23/21	Cell phone provided by the Village, dues, subscriptions, professional development	$550.00	30	N/A	5 days per contract period	14	25.41%
Riviera Beach	10/5/2021	35,000	530		$85,166,896	$145,400,331	Jonathan Evans	7/12/2019	2	$200,000.00	N/A	Cell phone provided by City, work related expenses, dues, subscriptions, and professional development	$500.00	25	12	0	Same as City Employees	
Royal Palm Beach	10/5/2021	39,801	115	35	$2,331,057	$7,210,626	Raymond C. Liggins	6/17/2010	11	$213,930.50	09/16/21	Cell phone provided by City, work related expenses, dues, subscriptions, and professional development	Vehicle provided by City	33	None	None	12 full days and 1 half day	Senior management rate to FRS (3%)
Tequesta	10/5/2021	6,000	93	5	$14,132,740	$16,005,010	Jeremy Allen	5/9/2019	2	$165,000.00	10/01/21	Cell phone provided by the Village, dues, subscriptions, professional development	$400.00	5 weeks as of 7/1/21	3.6923 earned bi-weekly	6	Same as other Village employees	5.00%
Wellington	10/1/2021	65,000	298	74	$44,667,817	$133,940,000	Jim Barnes	12/8/2020	0.5	$218,000.00	N/A	Reasonable and appropriate professional dues, reasonable and customary travel, job affiliated expenses to annual budget approval	$800.00	Maximum rate of accrual for Village employees	Maximum rate of accrual for Village employees	Maximum rate of accrual for Village employees		Same as other senior management participants of the FRS, maximum to 457
Highland Beach	10/28/2021	4,000-8,000 (Seasonal)					Marshall Labadie	9/4/2018	5	$192,912.59	9/7/2021	Cell phone provided, dues and Professional Development	$300.00	15	12	N/A	Same as Employees	16% of salary to 401A
Ocean Ridge	10/28/2021	2,000					Tracey Stevens	9/9/2019	2	$125,000.00	N/A	Cell phone provided, dues and Professional Development	Access to Town's fuel pump	17	Same as Employees	N/A	Same as Employees	FRS Senior Management

FLORIDA 2021 CITY MANAGER SALARY SURVEY
AS SUPPLEMENTED BY LOCAL RESEARCH
Updated: 12/2/2021

City Name	Date of Last Update	Population	# of Full-Time Employees	# of Part-Time Employees	Approx. General Fund Budget	Approx. Total Budget	Name of City Manager / Administrator	Date of Hire	Years of Service as a mgr	Annual Salary	Date of Last Increase	Amount of Exp Allowance	Car Allowance per month	Annual Leave Days	Sick Leave	Personal Days	Paid Holidays	Pension
South Palm Beach	10/28/2021	3,000	3	2			Robert Kellogg	2/15/2019	2 1/2	$105,000.00	10/1/2021	Dues and Professional Development	Reimbursed for Town Related Travel	25	Same as Employees	N/A	Same as Employees	ICMA at Senior Management Class

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Administration

ITEM 9.2: Discussion - American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funding - Direction on Prioritization of Project Funding

SUMMARY:

Administration and Finance staff will provide the Village Council with an update on eligible uses for the American Rescue Plan Act (ARPA) federal dollars that the Village has and is expected to receive, and lead a discussion on potential uses for these funds based on the departments' recommendations.

FISCAL IMPACT:

The Village of Palm Springs is expected to receive a total of $12,629,526.00 in two tranches or disbursements. The 1st payment of $6,314,763.00 was received on September 28, 2021. The 2nd disbursement is expected by the end of September 2022.

ATTACHMENTS:

Staff Recommendations for Funding Prioritization
American Rescue Plan Presentation (provided at June 10, 2021 meeting)

Staff-Suggested Prioritization of Potential Projects for ARPA Funding

Anticipated Funding: $12,629,526

FY22 Budgeted Items

1. **$ 131,556.43** Lake Worth Road RRR drainage enhancements (FDOT LFA)
2. **$1,577,147** Davis Road North Basin stormwater improvements (eng cost est.)
3. ***$1,900,000*** Congress Ave Sanitary Sewer Force Main (*½ of $3m project costs* + eng)
4. **$ 2,750** eCivis grant portal licenses

$3,611,453.43

Finance

1. **$2,877,591** Recoup lost revenues resulting from pandemic

   Qualifying Projects for Use of Recouped Funds:

   a. $ 40,600 Air filtration systems to add to existing A/C equipment to clean the air to fight against COVID-19 and other airborne viruses in all the buildings in the Village (Library: $8,900, PD: $4,200, Village Hall: $10,500, 2400 Bldg: $2,100, LAB/Concession: $5,640, Main WTP: $3,760, Pratt WTP: $5,500)
   b. $ 40,380 IT: Extend fiber for MAN/LAN connection to Pratt WTP
   c. $ 71,840 IT: Extend fiber for MAN/LAN connection between MWTP-PD
   d. $ 91,030 IT: Extend fiber for MAN/LAN connection between MWATP-2400 Kirk
   e. $ 32,526 IT: Access Control Systems Upgrade/Expansion at Water Treatment Plant
   f. $ 750,000 PW/Stormwater: Lakewood Rd stormwater improvements (piping of ditch)
   g. $ 91,911 PW/Stormwater: Lakewood Rd stormwater improvements (east of Kirk Rd)
   h. $ 320,000 PW/Stormwater: Riedel Ave stormwater improvements
   i. $1,016,304 PW/Stormwater: Bermuda Road stormwater improvements
   j. $ 250,000 PW/Stormwater: Gulfstream Rd stormwater improvements
   k. $ 173,000 "COVID Declaration Pay" for Village Employees providing Essential Services

$2,877,591

Utilities

1. **$1,485,000** Replace Obsolete Cast-Iron Pipe (WM-2-S3) [*concurrent with Davis Rd North Basin stormwater improvements*]

Public Works/Stormwater

1. **$ 600,000** Gulfstream Road stormwater improvements (out for construction bid – eng. Cost = $161,444 over FY22 budget) (Lake Worth Road to Lakewood and L-11 Canal to 10th Ave N)
2. **$1,955,400** Lakewood Road stormwater improvements (west of Kirk Road) (est)
3. **$2,130,000** Davis Rd/2nd Ave N stormwater improvements

$4,685,400

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

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Administration

ITEM 9.3: Discussion - Village of Palm Springs Police Department Building Expansion - Update and Discussion on Funding Alternatives

SUMMARY:

FISCAL IMPACT:
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. Staff will provide a summary of funding alternatives for this improvement and seek Council direction for further financial planning.

ATTACHMENTS:
Architect PD Building Expansion Project Presentation
Police Department Building Expansion Funding Options

VILLAGE OF PALM SPRINGS

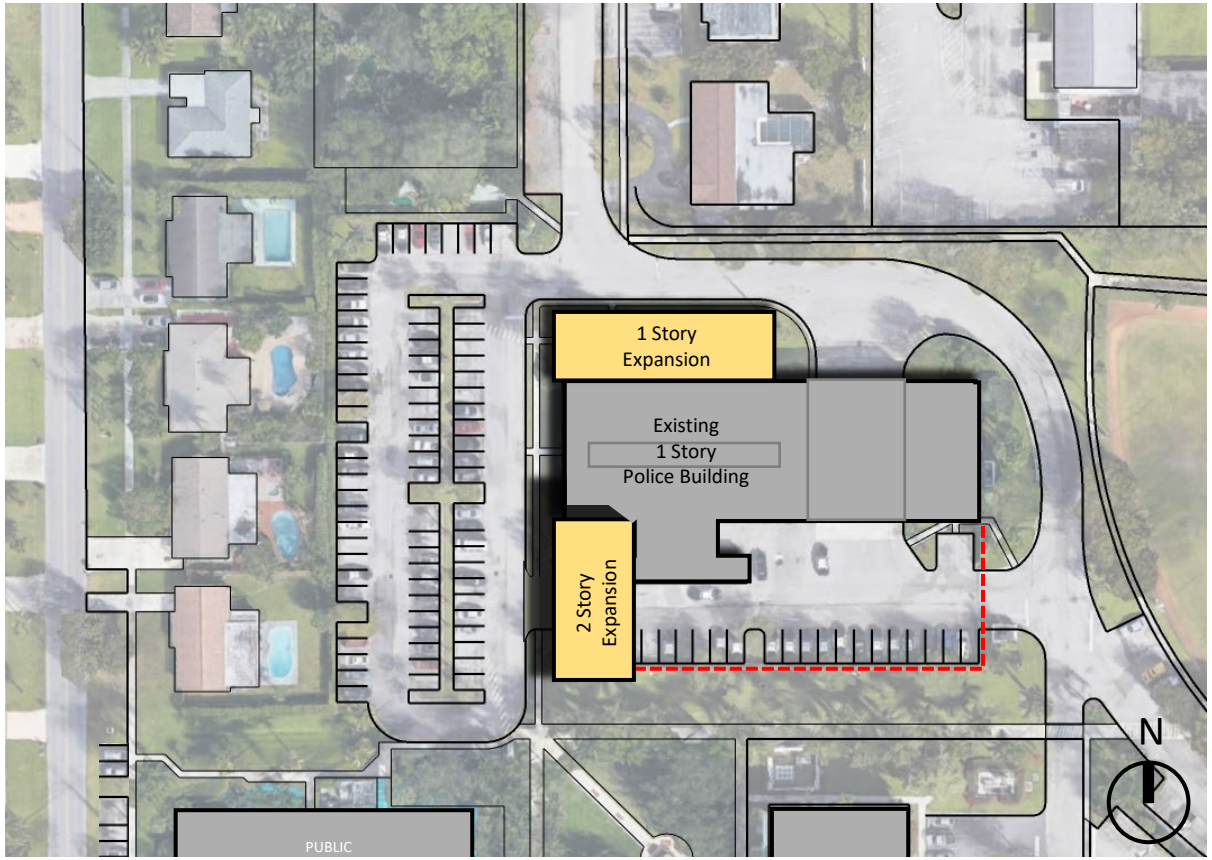
POLICE DEPARTMENT

ADVANCE CONCEPTUAL DESIGN + SPACE PLANNING

Progress Presentation
January 2022

Song + Associates, Inc.
Architecture • Planning • Interior Design

Conceptual Approach Option #3 – June 2021



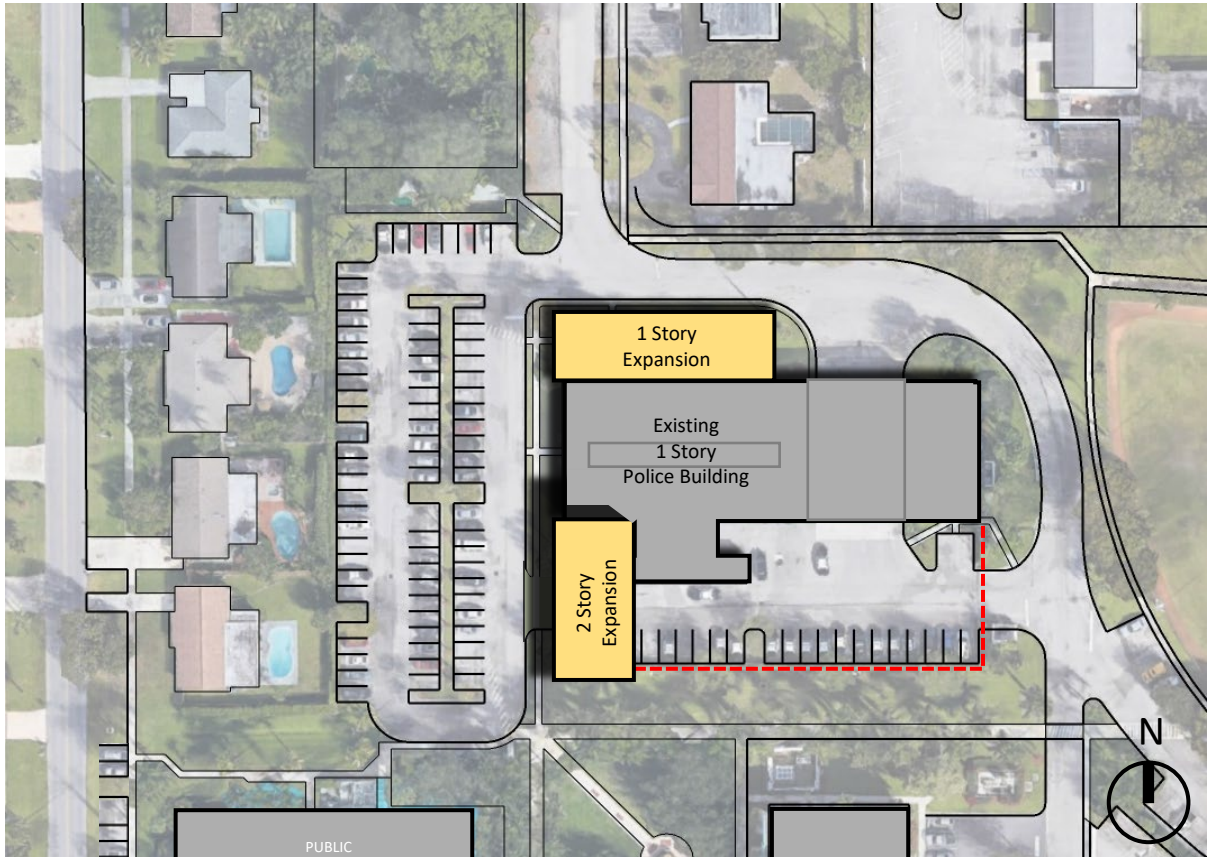
<u>Option #3 – 2-Story Expansion</u>

Existing Area (Minor Reno.)	7,800 sf
Remodeling Area:	6,200 sf
<u>Addition Area:</u>	<u>14,000 sf</u>

New Police Dept. Total: 28,000 sf

Adequate space through 2040 growth projection.

Conceptual Approach Option #3 – June 2021



Advanced Conceptual Design – Jan 2022



Option #3 – 2-Story Expansion

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.

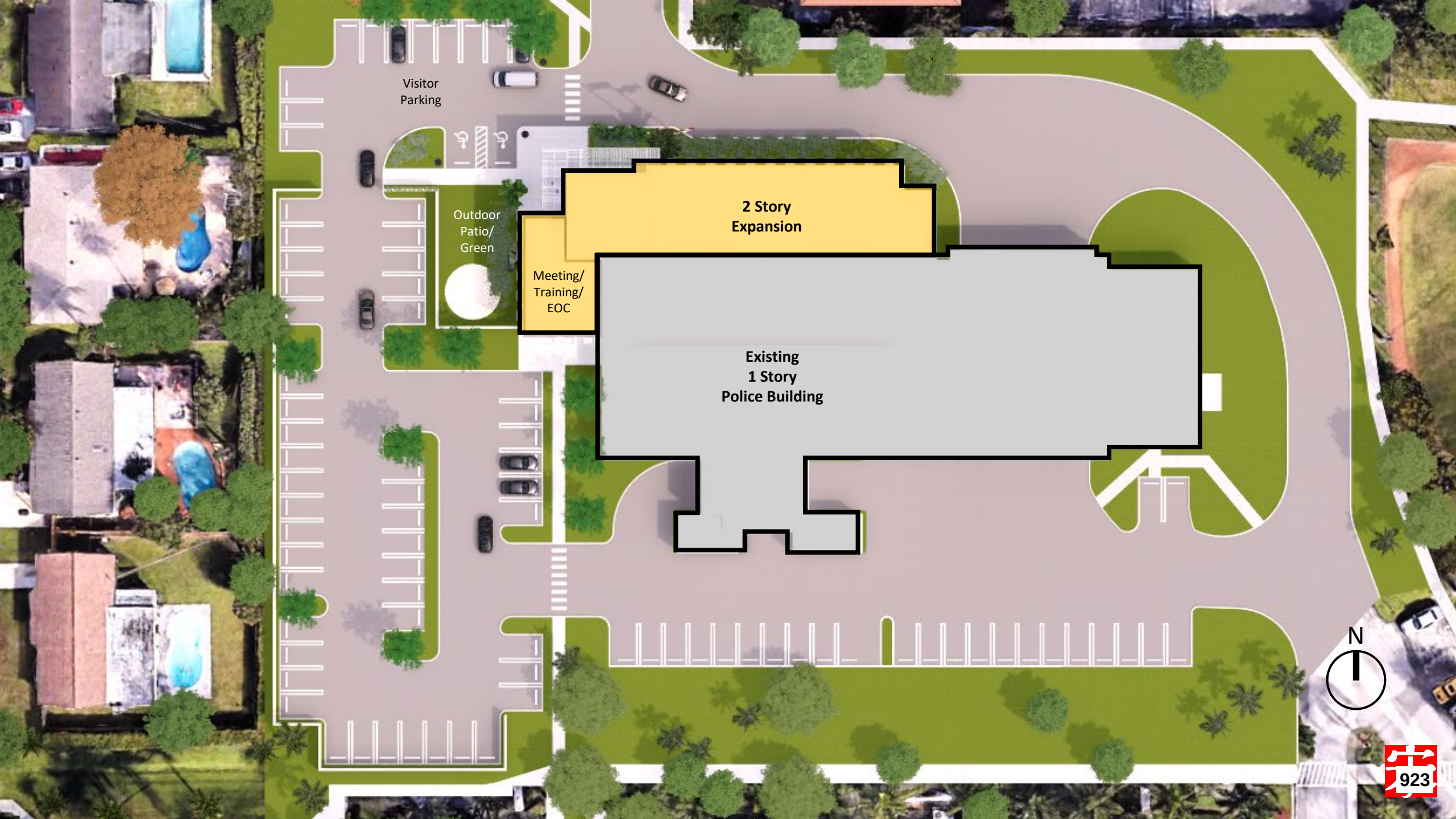
Advanced Concept – 2-Story Expansion

Existing Area (Minor Reno.)	5,700 sf
Remodeling Area:	8,300 sf
Addition Area:	14,000 sf

New Police Dept. Total: 28,000 sf

Adequate space through 2040 growth projection.

Alameda Dr
Davis Rd
San Mateo Dr
Davis Rd
San Mateo Dr
Davis Rd
San Mateo Dr
2 Story
Expansion
Existing
1 Story
Police Building
N
922


Visitor Parking
Outdoor Patio/ Green
2 Story Expansion
Meeting/ Training/ EOC
Existing 1 Story Police Building
N
923


ENT
Visitor
Parking
ENT
2 Story
Expansion
ENT
Existing
1 Story
Police Building
ENT
Secured Parking
LEGEND
ENT
ARM GATE
FENCE GATE
SECURED BOUNDARY
N
宋

Existing Space Plan

Legend

Common Area
- Lobby
- Breakroom
- Kitchen

Support Services
- Records
- Emergency Communications
- Support
- Volunteer

Evidence / Crime Lab

Investigative Services

Administration / Chief's Office

Patrol Division
- Briefing

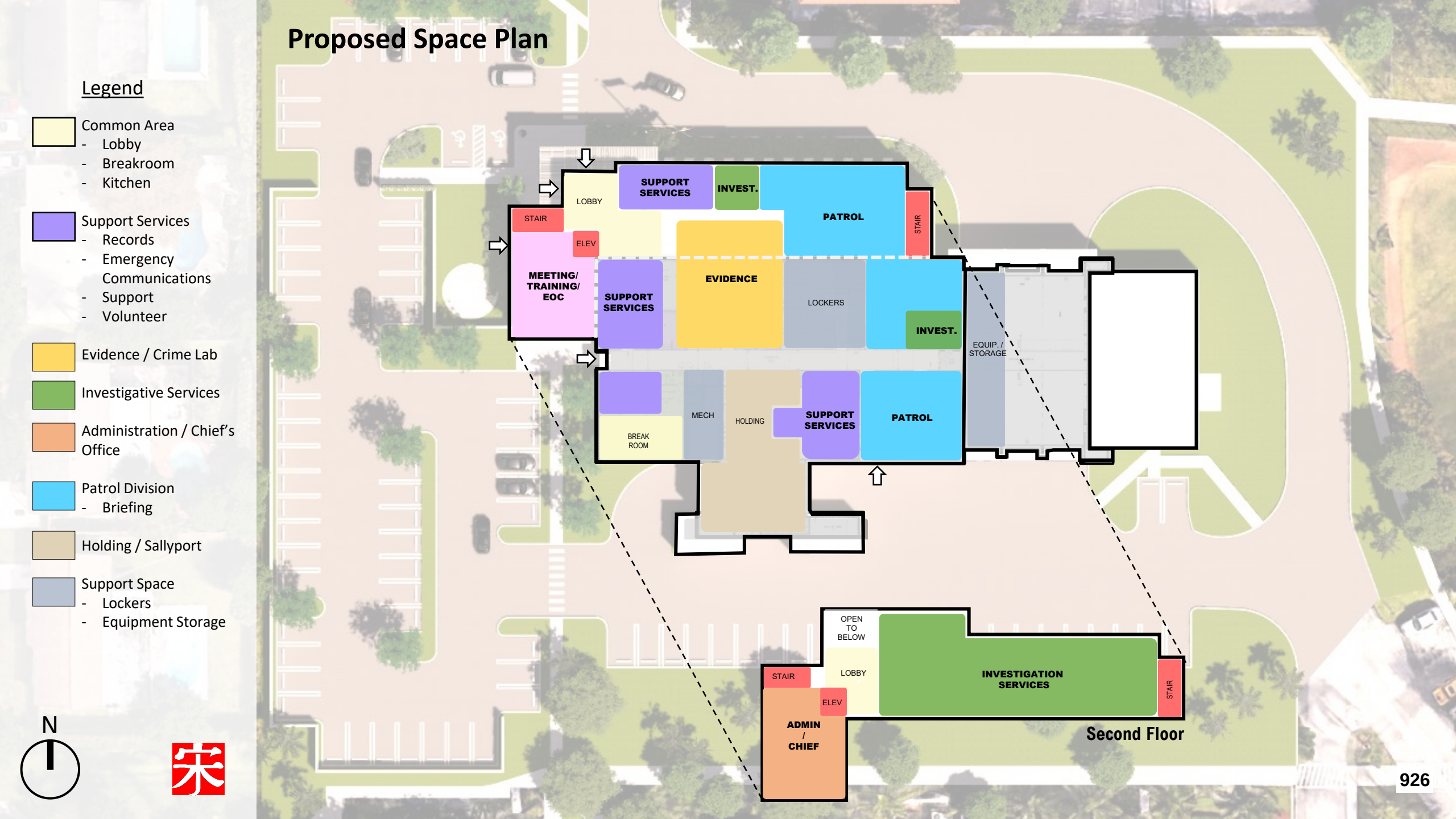
Holding / Sallyport

Support Space
- Lockers
- Equipment Storage



N

Proposed Space Plan







THE VILLAGE OF
PALM SPRINGS
Florida























VILLAGE OF
PALM SPRINGS
Florida







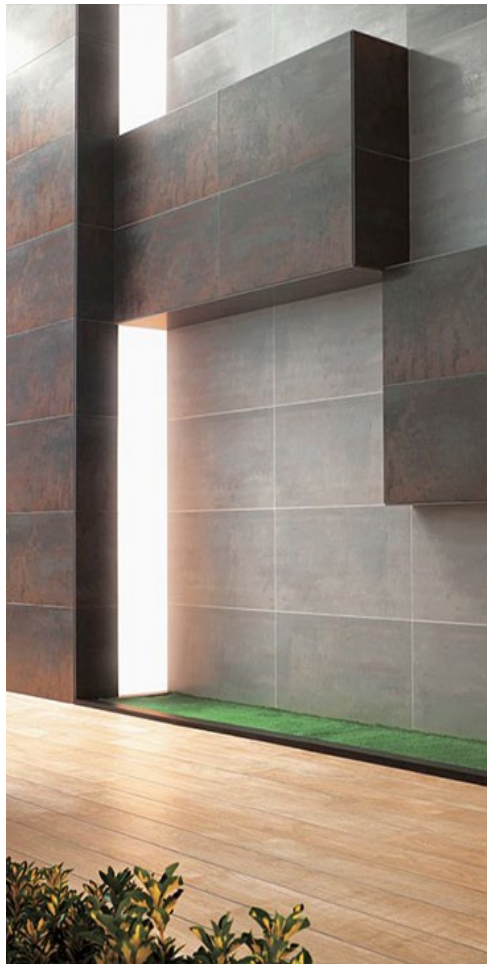






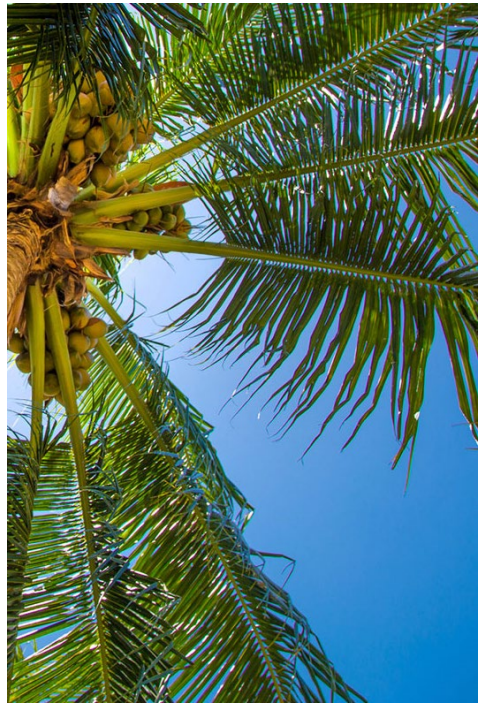


Exterior Palette Inspiration













Exterior Palette Inspiration







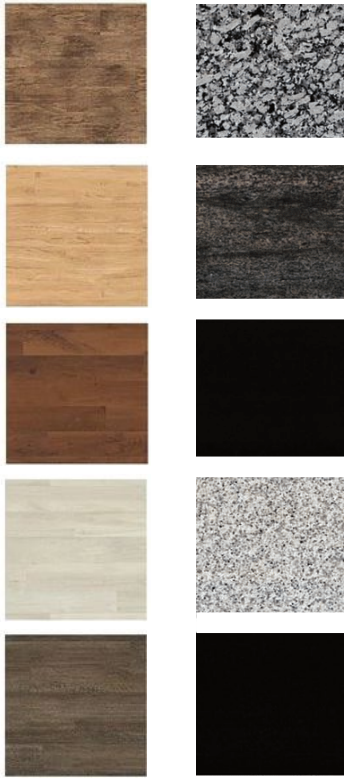
Interior Palette Inspiration











Interior Palette Inspiration


POLICE
PALM SPRINGS


POLICE
PALM SPRINGS


POLICE
PALM SPRINGS

Police Department Expansion Funding Options

1) "PayGo" (Multiple Village Revenue Sources)
    a. Unassigned Fund Balance: $3million
    b. Assigned (Capital) Fund Balance: $1.5million
    c. One-Cent Sales Tax: $XXmillion **

2) Hybrid (Partial Village Revenues + Partial Financing)
    a. One-Cent Sales Tax: $7.5million
    b. Unassigned Fund Balance: $3million
    c. Financing (Bank Loan or Public Bond): $XX balance

3) Financing (Entire Project Costs)
    a. Bank Note or Public Bond: $XX balance

**up to 7.5 million available

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Administration

ITEM 9.4: Discussion - Provision of "COVID Declaration Pay" for Eligible Village Employees with American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Funding

SUMMARY:

An eligible use of American Rescue Plan Act (ARPA) federal dollars is to "respond to workers performing essential work during the COVID-19 public health emergency" by providing pay, in addition to wages and remuneration already received, in recognition of work performed by eligible workers during the pandemic.

The Village, with the Village Council's blessing, provided "pandemic pay" to all full-time employees, regardless of length of service, who were actively working and not utilizing paid leave, a flat amount of $100 per week for four (4) pay periods starting April 24, 2020 (for a total of $400). Note: It was determined that all Village employees perform essential work.

Palm Beach County declared a State of Emergency due to the pandemic that extended from April 5, 2020 until October 19, 2021.

Administration proposes that full-time Village employees who performed essential work (performed in person work requiring interaction with others at work in order to protect the health and well-being of Village residents, including community-based government operations and essential functions) during this State of Emergency should be further recognized with a "COVID Declaration Pay" bonus of up to $1,000.

Human Resources staff has determined that 173 full-time employees performed in-person essential work during the State of Emergency. Granting COVID Declaration Pay to these employees would utilize up to $173,000 of ARPA dollars.

To ensure any bonus pay is provided in a fair and transparent manner, Council discussion and

direction is requested on this matter.

FISCAL IMPACT:

The Village of Palm Springs is expected to receive a total of $12,629,526.00 in two tranches or disbursements. The 1st payment of $6,314,763.00 was received on September 28, 2021. The 2nd disbursement is expected by the end of September 2022.

Up to $173,000 of the ARPA funds recouped from lost revenues is available to recognize eligible Village employees who worked during the County-declared State of Emergency.

ATTACHMENTS:

Staff Recommendations for Funding Prioritization
Memo to All Village Employees - COVID-19 Pandemic Pay - April 2020

Staff-Suggested Prioritization of Potential Projects for ARPA Funding

Anticipated Funding: $12,629,526

FY22 Budgeted Items

1. **$ 131,556.43** Lake Worth Road RRR drainage enhancements (FDOT LFA)
2. **$1,577,147** Davis Road North Basin stormwater improvements (eng cost est.)
3. ***$1,900,000*** Congress Ave Sanitary Sewer Force Main (*½ of $3m project costs* + eng)
4. **$ 2,750** eCivis grant portal licenses

$3,611,453.43

Finance

1. **$2,877,591** Recoup lost revenues resulting from pandemic

   Qualifying Projects for Use of Recouped Funds:

   a. $ 40,600 Air filtration systems to add to existing A/C equipment to clean the air to fight against COVID-19 and other airborne viruses in all the buildings in the Village (Library: $8,900, PD: $4,200, Village Hall: $10,500, 2400 Bldg: $2,100, LAB/Concession: $5,640, Main WTP: $3,760, Pratt WTP: $5,500)
   b. $ 40,380 IT: Extend fiber for MAN/LAN connection to Pratt WTP
   c. $ 71,840 IT: Extend fiber for MAN/LAN connection between MWTP-PD
   d. $ 91,030 IT: Extend fiber for MAN/LAN connection between MWATP-2400 Kirk
   e. $ 32,526 IT: Access Control Systems Upgrade/Expansion at Water Treatment Plant
   f. $ 750,000 PW/Stormwater: Lakewood Rd stormwater improvements (piping of ditch)
   g. $ 91,911 PW/Stormwater: Lakewood Rd stormwater improvements (east of Kirk Rd)
   h. $ 320,000 PW/Stormwater: Riedel Ave stormwater improvements
   i. $1,016,304 PW/Stormwater: Bermuda Road stormwater improvements
   j. $ 250,000 PW/Stormwater: Gulfstream Rd stormwater improvements
   k. $ 173,000 "COVID Declaration Pay" for Village Employees providing Essential Services

$2,877,591

Utilities

1. **$1,485,000** Replace Obsolete Cast-Iron Pipe (WM-2-S3) [*concurrent with Davis Rd North Basin stormwater improvements*]

Public Works/Stormwater

1. **$ 600,000** Gulfstream Road stormwater improvements (out for construction bid – eng. Cost = $161,444 over FY22 budget) (Lake Worth Road to Lakewood and L-11 Canal to 10th Ave N)
2. **$1,955,400** Lakewood Road stormwater improvements (west of Kirk Road) (est)
3. **$2,130,000** Davis Rd/2nd Ave N stormwater improvements

$4,685,400

VILLAGE OF PALM SPRINGS
OFFICE OF THE VILLAGE MANAGER

To: All Village Employees

From: Richard J. Reade, Village Manager

Date: April 24, 2020

Subject: COVID-19 Pandemic Pay

I am writing to personally thank each of you for all of your support, loyalty and dedication to our community and to your co-workers during this very difficult time. I sincerely hope that you and your families are staying safe and are healthy.

Additionally, I want to begin by ensuring that everyone within the Village is aware (from the various correspondence that has been provided by the Chief, our Human Resources staff and myself) that the health and safety of all of our staff within the Village is a constant priority to our organization. During this pandemic, we are constantly looking to protect each of you and not just a select few. As a result, the Village is following (and we will continue to follow) all recommended and required CDC and Health Department recommendations as well as those that have been established by the Governor and Palm Beach County.

With that said, I would like to ensure that each of you are aware that the Mayor, Council and I recognize that you are all front-line employees and your health and safety is of primary importance to us. The services we provide to our residents are essential and it is with great pride that I see each of you reporting to work to make sure we fulfill our obligations to the community while so many of our friends and neighbors have experienced loss, whether financially or otherwise during this emergency pandemic.

For quite some time, I have been considering a way to provide something additional to all of our loyal workers who have been on the front-line for us during this pandemic. While I did receive a specific request for additional pay in the last week or two from a particular department, it is important for you to know that I value all of our employees equally and recognize that all of you are working under difficult conditions—regardless of your job title or department.

For that reason, and to ensure all of our employees are treated fairly and consistently, I am not considering a special COVID-19 Pandemic Pay for only a single

department. Instead, it is my thought (and it always has been) to try and do something to recognize everyone's efforts.

As a result, the Mayor and Village Council have provided me with the direction and authority to grant "COVID-19 Pandemic Pay" to all of our full-time employees (regardless of length of service) who are actively working and not utilizing paid leave.

This additional amount would, of course, be included in any overtime calculation and the proposed COVID-19 Pandemic Pay would be paid in a flat amount ($100 per week for all full-time employees) for each pay period up to the next four (4) pay periods. This proposed COVID-19 Pandemic Pay may end prior to the fourth pay period depending upon updated/new Executive Orders from the Governor.

While I am still finalizing some of the administrative details, I wanted to make sure that you were aware as soon as possible.

I, along with the Mayor and each member of our Village Council, appreciate each and every one of you and how hard you work to make our Village safe and great place to live.

Should you have any questions and/or require additional information, do not hesitate to contact your department director, Human Resources and/or myself. We are here to help all of our staff during this difficult time.

Have a good day and please be safe and stay well.

c: Mayor and Members of the Village Council
Village of Palm Springs Department Directors
Mr. Rodrigo Hidalgo, SEIU/FPSU
Mr. Joey Brenner, SEIU/FPSU
Mr. John Kazanjian, President, Palm Beach County PBA
Ms. Angela Barbosa Briggs, Palm Beach County PBA
Mr. Glen Torcivia, Village Attorney
Ms. Lara Donlon, Village Attorney

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM 10.1:

Resolution No. 2022-04 - Final Plat - Fontana Townhomes - 4063 Davis Road and 4090 Coconut Road (*Quasi-Judicial Hearing*)

SUMMARY:

Mr. Jerrod Purser, agent for Meritage Homes of Florida, Inc. ("Applicant"), has filed a final plat to replat a portion of Blocks 9 and 10 of The Palm Beach Farms Co. Plat No.7 (as recorded in Plat Book 5, Page 72 of Public Records of Palm Beach County, Florida). The applicant is proposing to join two (2) parcels into a unified plat and delineate 59 individual townhouse lots for fee-simple ownership, consistent with the site plan approved by the Village Council (Resolution No. 2021-03 - May 13, 2021).

The Village's surveyor, Engenuity Group, has reviewed the proposed plat and has determined that it complies with Chapter 177, F.S. - Platting Regulations.

The final plat is consistent with the preliminary plat that was approved by the Village Council (Resolution 2021-19 - July 29, 2021).

If approved, the final plat will be recorded in the public records of Palm Beach County prior to any sales of townhouse lots.

FISCAL IMPACT:

There is no direct fiscal impact from the proposed final plat.

This property is located within the Palm Springs CRA - Lake Worth District and redevelopment

would result in increased TIF revenue.

ATTACHMENTS:

Proposed Resolution No. 2022-04 Final Plat - 4063 Davis Road and 4090 Coconut Road
Proposed Final Plat - Fontana Townhomes
Letter of Compliance with Florida Statutes - Fontana Townhomes - 4063 Davis Road and 4090 Coconut Road - Engenuity Group
Approved Site Plan - Fontana Townhomes
Aerial and Location Maps

RESOLUTION NO. 2022-04

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE FINAL PLAT, REPLAT A PORTION OF BLOCK 9 AND 10 OF THE PALM BEACH FARMS COMPANY TO JOIN TWO (2) PARCELS INTO A UNIFIED PLAT, SUBMITTED BY MR. JERROD PURSER, AGENT FOR THE OWNER, MERITAGE HOMES OF FLORIDA, INC., ("APPLICANT"), FOR THE PROPERTY LOCATED AT 4063 DAVIS ROAD AND 4090 COCONUT ROAD, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the final plat is consistent with the preliminary plat that was approved by the Village Council (Resolution 2020-17 – July 29, 2021); and

WHEREAS, on July 13, 2021, the Planning and Zoning Board reviewed and considered the application of Mr. Jerrod Purser, agent for the owner, Meritage Homes of Florida, Inc., ("Applicant"), for approval to replat a portion of Block 9 and 10 of the Palm Beach Farms Company, to join two (2) parcels into a unified plat, located at 4063 Davis Road and 4090 Coconut Road and delineate 59 individual townhouse lots for fee-simple ownership, consistent with the site plan approved by the Village Council (Resolution No. 2021-03 - May 13, 2021); and

WHEREAS, prior to final plat approval, a Declaration of Easements, Covenants and Restrictions document shall be provided to the Village for review and approval, which will address responsibilities for each parcel owner in terms of access, utilities, parking, maintenance, and drainage; and

WHEREAS, the recommendation of the Planning and Zoning Board to approve the application has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Planning and Zoning Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council of the Village of Palm Springs, Florida, having received and considered the request of the Applicant to replat a portion of Block 9 and 10 of the Palm Beach Farms Company, to join two (2) parcels into a unified plat, located at 4063 Davis Road and 4090 Coconut Road; and the same having been heard in Regular Session on July 29, 2021, and having been otherwise fully apprised of the premises herein, hereby approves the final plat, which is incorporated herein by reference.

Section 2. This Resolution shall take effect immediately upon adoption.

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

	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 January 13, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

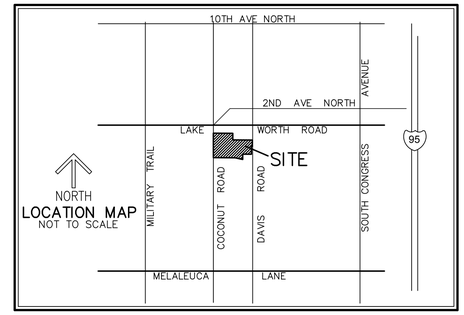
BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY

FONTANA TOWNHOMES

BEING A REPLAT OF A PORTION OF BLOCKS 9 AND 10, THE PALM BEACH FARMS CO. PLAT NO. 7, AS RECORDED IN PLAT BOOK 5, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591



STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR RECORD AT _____ M.
THIS _____ DAY OF _____
A.D. 202_ AND DULY RECORDED IN PLAT BOOK _____ ON PAGES _____ THROUGH _____.

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: _____
DEPUTY CLERK

CLERK OF THE CIRCUIT COURT & COMPTROLLER

SHEET 1 OF 2

DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, OWNER OF THE LANDS SHOWN HEREON AS FONTANA TOWNHOMES, BEING A REPLAT OF A PORTION OF BLOCKS 9 AND 10, THE PALM BEACH FARMS CO. PLAT NO. 7, AS RECORDED IN PLAT BOOK 5, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER (N. 1/4) CORNER OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST; THENCE S.01°26'31"W., ALONG THE NORTH–SOUTH 1/4 SECTION LINE OF SAID SECTION 30 AND THE CENTERLINE OF DAVIS ROAD, A DISTANCE OF 315.92 FEET; THENCE N.88°03'14"W., ALONG A LINE 30 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT C, BLOCK 9 OF SAID PALM BEACH FARMS CO. PLAT NO. 7, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE S.01°26'31"W., ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH SAID CENTERLINE OF DAVIS ROAD, A DISTANCE OF 230.91 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT D, BLOCK 9 OF SAID PALM BEACH FARMS CO. PLAT NO. 7; THENCE N.88°01'48"W., ALONG SAID SOUTH LINE, A DISTANCE OF 131.84 FEET; THENCE S.01°26'48"W., A DISTANCE OF 81.57 FEET; THENCE N.75°55'18"W., A DISTANCE OF 124.77 FEET; THENCE N.88°01'05"W., A DISTANCE OF 14.27 FEET; THENCE N.75°55'18"W., A DISTANCE OF 23.86 FEET; THENCE N.88°01'05"W., A DISTANCE OF 303.55 FEET TO A POINT OF INTERSECTION WITH A LINE 30 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF COCONUT ROAD; THENCE N.01°27'04"E. ALONG SAID PARALLEL LINE, A DISTANCE OF 388.32 FEET TO A POINT OF INTERSECTION WITH A LINE 53 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT B, BLOCK 10 OF SAID PALM BEACH FARMS CO. PLAT NO. 7; THENCE S.88°03'57"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 302.32 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT B, BLOCK 10; THENCE S.01°26'48"W., ALONG SAID EAST LINE, A DISTANCE OF 107.39 FEET TO A POINT OF INTERSECTION WITH AFORESAID LINE BEING 30 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT C, BLOCK 9; THENCE S.88°03'14"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 292.33 FEET TO THE POINT OF BEGINNING.

LYING IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.

CONTAINING 195,340 SQUARE FEET/4.4844 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

RESIDENTIAL ACCESS STREETS

TRACT R, AS SHOWN HEREON IS HEREBY RESERVED FOR THE FONTANA TOWNHOMES ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION , ITS SUCCESSORS AND ASSIGNS, AS A RESIDENTIAL ACCESS STREET FOR PRIVATE STREET PURPOSES AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE FONTANA TOWNHOMES ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION , ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

RECREATIONAL AREA

TRACT F, AS SHOWN HEREON IS HEREBY RESERVED FOR THE FONTANA TOWNHOMES ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION , ITS SUCCESSORS AND ASSIGNS, FOR RECREATIONAL PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF THE FONTANA TOWNHOMES ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION , ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

OPEN SPACE TRACTS

TRACTS L1, L2, L3, L4, L5 AND L6, AS SHOWN HEREON ARE HEREBY RESERVED FOR THE FONTANA TOWNHOMES ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION , ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, LANDSCAPE, COMMON ACCESS AND DRAINAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

DRAINAGE EASEMENTS

THE DRAINAGE EASEMENTS, AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES. THE MAINTENANCE OF ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE FONTANA TOWNHOMES ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION , ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

THE VILLAGE OF PALM SPRINGS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT AND MAINTAIN ANY PORTION OF THE DRAINAGE SYSTEM ENCOMPASSED BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC STREETS, INCLUDING THE RIGHT TO UTILIZE FOR PROPER PURPOSES ANY AND ALL DRAINAGE, LAKE MAINTENANCE, AND LAKE MAINTENANCE ACCESS EASEMENTS, RESIDENTIAL ACCESS STREETS AND PRIVATE STREETS ASSOCIATED WITH SAID DRAINAGE SYSTEM.

MAIL KIOSK EASEMENT

THE MAIL KIOSK EASEMENT, AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY FOR MAIL KIOSK PURPOSES. THE MAINTENANCE OF ALL IMPROVEMENTS LOCATED THEREIN SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE FONTANA TOWNHOMES ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION , ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS, FLORIDA.

GENERAL UTILITY EASEMENTS

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

ALL TRACTS FOR PRIVATE STREET PURPOSES, AS SHOWN HEREON, ARE HEREBY SUBJECT TO AN OVERLYING NON–EXCLUSIVE EASEMENT DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO STORMWATER FACILITIES, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. IF OTHERWISE APPROVED BY PALM BEACH COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THESE TRACTS WITHOUT THE PRIOR WRITTEN APPROVAL OF PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

THE UTILITY EASEMENTS RUNNING ADJACENT AND PARALLEL TO THE TRACTS FOR PRIVATE ROAD PURPOSES, AS SHOWN HEREON, ARE NONEXCLUSIVE EASEMENTS AND ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF UTILITIES, BOTH PUBLIC AND PRIVATE, INCLUDING, BUT NOT LIMITED TO, POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, ELECTRIC POWER LINES, TELECOMMUNICATIONS LINES, CABLE TELEVISION LINES, GAS LINES, AND RELATED APPURTENANCES. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS DIVISION PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 202_.

MERITAGE HOMES OF FLORIDA, INC.
A FLORIDA CORPORATION

WITNESS: _____
PRINT NAME _____

BY: _____
JUSTIN COOK
DIVISION PRESIDENT

WITNESS: _____
PRINT NAME _____

MERITAGE HOMES OF FLORIDA, INC.

ACKNOWLEDGEMENT:

STATE OF _____)
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS _____ DAY OF _____, 202_, BY JUSTIN COOK, AS DIVISION PRESIDENT OF MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

(SEAL)

_____
NOTARY PUBLIC
_____
PRINT NAME
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

ACCEPTANCE OF RESERVATIONS:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FONTANA TOWNHOMES ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____, 202_.

WITNESS: _____
PRINT NAME: _____

FONTANA TOWNHOMES ASSOCIATION, INC.
A FLORIDA NOT FOR PROFIT CORPORATION

WITNESS: _____
PRINT NAME: _____

BY: _____
MARTHA SCHIFFER
PRESIDENT

ACKNOWLEDGEMENT:

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 _____, 202_, BY MARTHA SCHIFFER, AS PRESIDENT OF FONTANA TOWNHOMES ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION , ON BEHALF OF THE CORPORATION, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

(SEAL)

_____
NOTARY PUBLIC
_____
PRINT NAME
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

TITLE CERTIFICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, PATRICK W. RYSKAMP, ESQ., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN MERITAGE HOMES OF FLORIDA, INC., A FLORIDA CORPORATION; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____

_____
PATRICK W. RYSKAMP, ESQ.
ATTORNEY–AT–LAW
LICENSED IN FLORIDA

FONTANA TOWNHOMES ASSOCIATION, INC.

VILLAGE OF PALM SPRINGS APPROVAL

VILLAGE OF PALM SPRINGS
COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS _____ DAY OF _____, 202_.

BY: _____
BEV SMITH – VILLAGE MAYOR

ATTEST: _____
KIMBERLY M. WYNN – VILLAGE CLERK

VILLAGE CLERK

REVIEWING SURVEYOR'S APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081(1) F.S., TO DETERMINE THAT ALL DATA REQUIRED BY CHAPTER 177 F.S. IS SHOWN. WHILE RANDOM CHECKS OF GEOMETRIC DATA REFLECT ITS ADEQUACY, NO REPRESENTATION OF THE FULL VERIFICATION OF SAID DATA IS MADE.

DATE: _____

_____
GARY M. RAYMAN, P.S.M.

LICENSE NO. LS2633
STATE OF FLORIDA

REVIEWING SURVEYOR

SURVEYOR & MAPPER'S NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT VILLAGE OF PALM SPRINGS CURRENT ZONING REGULATIONS.
3. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE VILLAGE OF PALM SPRINGS APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S.01°26'31"W. ALONG THE NORTH SOUTH QUARTER SECTION LINE OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AS PUBLISHED BY PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. COORDINATES SHOWN HEREON MEET OR EXCEED THE LOCAL ACCURACY REQUIREMENTS OF A 2 CENTIMETER GEODETIC CONTROL SURVEY AND ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) IN U.S. SURVEY FEET.
6. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. ALL LINES INTERSECTING CIRCULAR CURVES ARE NON–RADIAL UNLESS OTHERWISE NOTED.
8. ALL INSTRUMENTS SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR & MAPPER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE VILLAGE OF PALM SPRINGS FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.

DATED: _____

_____
DAVID P. LINDLEY
PROFESSIONAL LAND SURVEYOR #5005
STATE OF FLORIDA
LB #3591

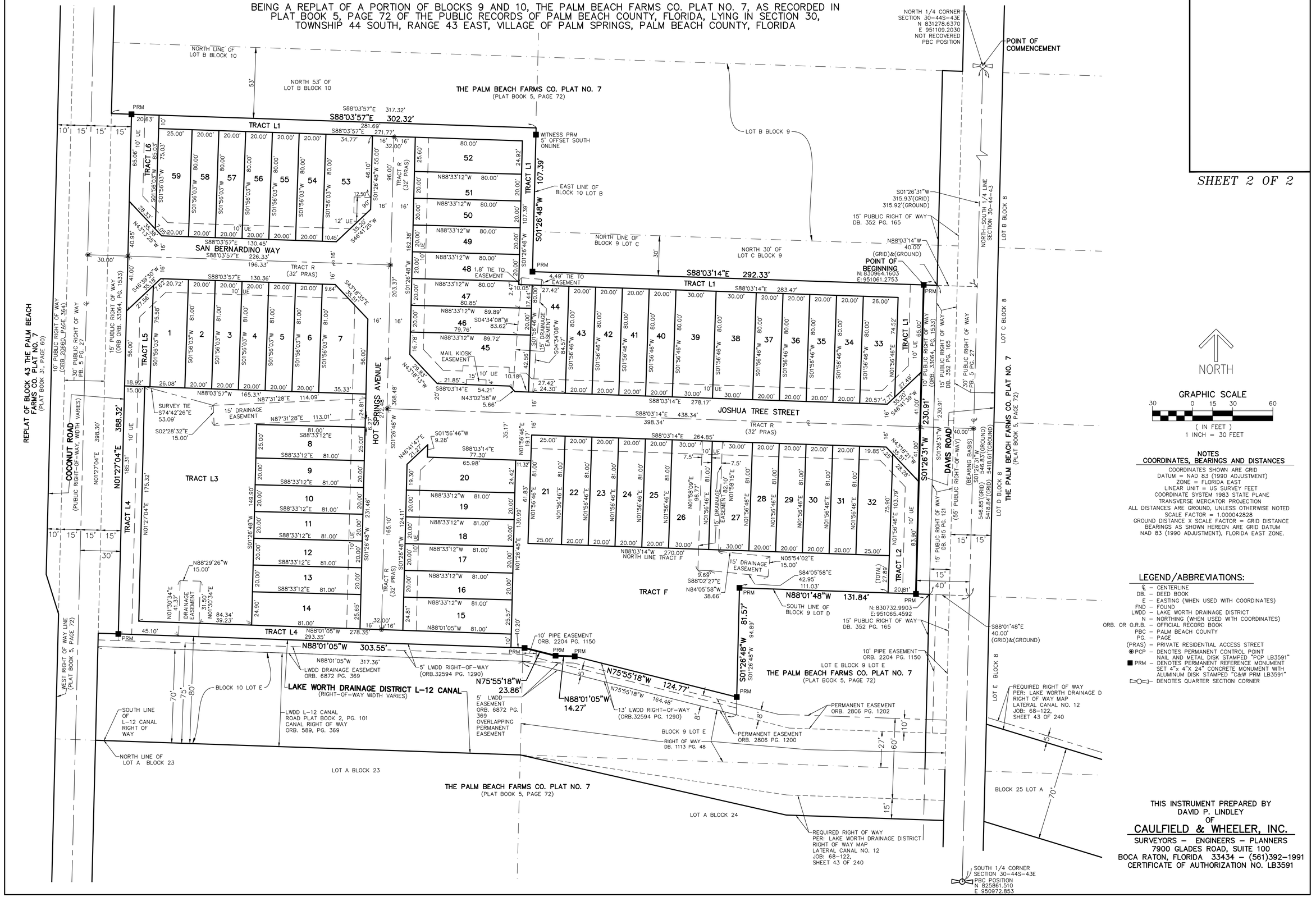
COUNTY ENGINEER

SURVEYOR

FONTANA TOWNHOMES

BEING A REPLAT OF A PORTION OF BLOCKS 9 AND 10, THE PALM BEACH FARMS CO. PLAT NO. 7, AS RECORDED IN PLAT BOOK 5, PAGE 72 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 44 SOUTH, RANGE 43 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 2



NOTES
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 (1990 ADJUSTMENT)
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND, UNLESS OTHERWISE NOTED
SCALE FACTOR = 1.000042828
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM
NAD 83 (1990 ADJUSTMENT), FLORIDA EAST ZONE.

LEGEND/ABBREVIATIONS:

- ℄ – CENTERLINE
- DB. – DEED BOOK
- E – EASTING (WHEN USED WITH COORDINATES)
- FND – FOUND
- LWDD – LAKE WORTH DRAINAGE DISTRICT
- N – NORTHING (WHEN USED WITH COORDINATES)
- ORB. OR O.R.B. – OFFICIAL RECORD BOOK
- PBC – PALM BEACH COUNTY
- PG. – PAGE
- (PRAS) – PRIVATE RESIDENTIAL ACCESS STREET
- ◉PCP – DENOTES PERMANENT CONTROL POINT NAIL AND METAL DISK STAMPED "PCP LB3591"
- ■PRM – DENOTES PERMANENT REFERENCE MONUMENT SET 4"x 4"x 24" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "C&W PRM LB3591"
- ⊸○⊸ DENOTES QUARTER SECTION CORNER

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD & WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB3591

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.

December 15, 2021

Ms. Iramis Cabrera, Planner
Land Development Department
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(Via E-Mail: icabrera@vpsfl.org*)*

RE: Fontana Townhomes
Fifth Plat Review
Engenuity Group Project No. 6001.04.26

Dear Ms. Cabrera,

This is the fifth review of this Plat. This review is done for compliance with Chapter 177, Florida Statutes and the Village of Palm Spring's requirements. We offer the following comments:

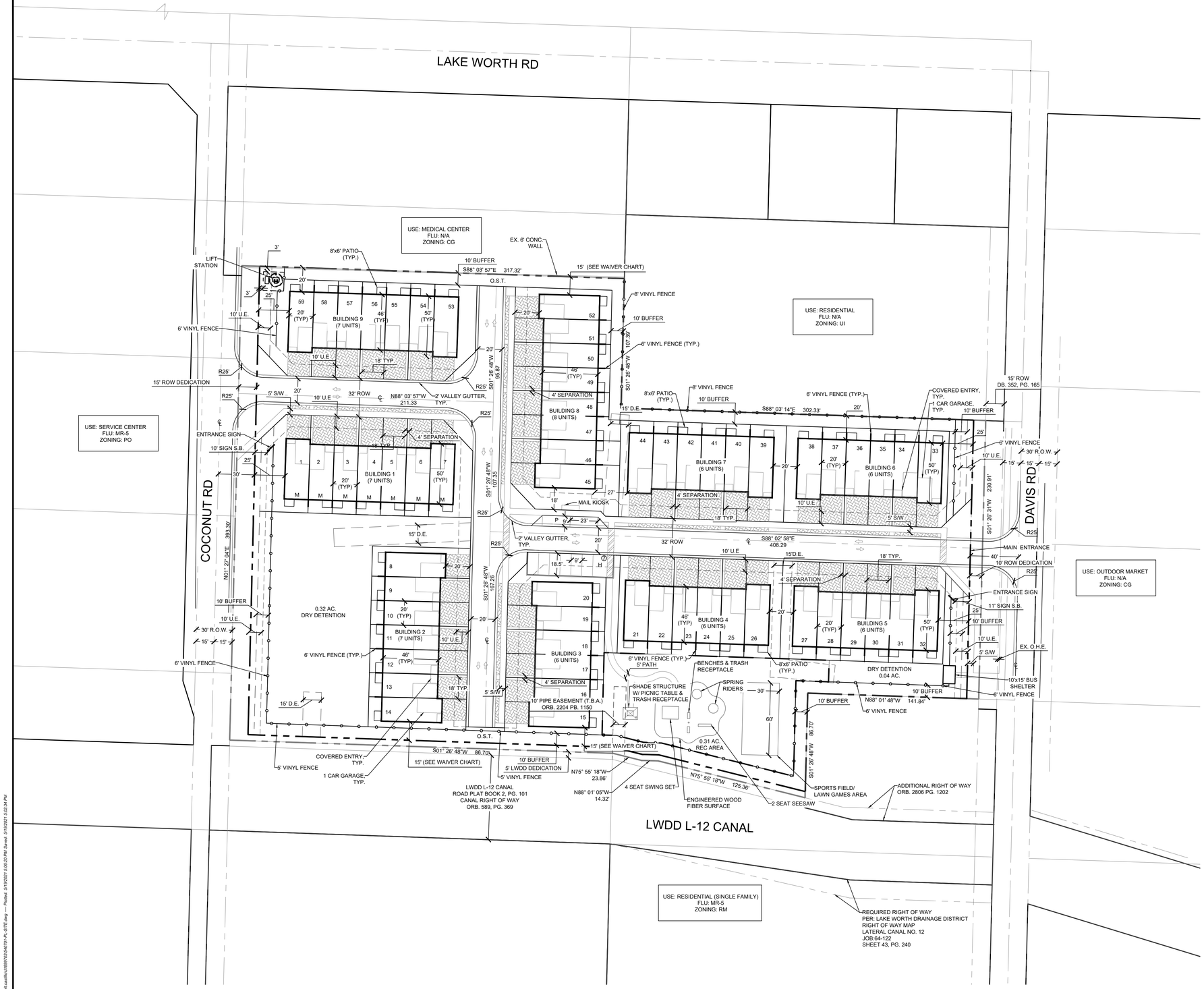
The mylar has been reviewed and signed and sealed by the reviewing surveyor. We can now recommend that the Village of Palm Springs approve the Plat for recording.

Sincerely,

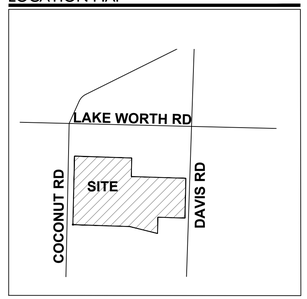
Gary M. Rayman, P.S.M.
Project Manager

1280 NORTH CONGRESS AVENUE, SUITE 101 WEST PALM BEACH, FL 33409 T 561.655.1151 F 561.832.9390 WWW.ENGENUITYGROUP.COM

Printed on recycled paper



LOCATION MAP



N

0 20 40 80

SCALE: 1" = 40'

SITE DATA

APPLICATION NAME	FONTANA TOWNHOMES
EXISTING LAND USE DESIGNATION (PBC)	UI
PROPOSED LAND USE DESIGNATION (VILLAGE)	HIGH DENSITY RESIDENTIAL
EXISTING ZONING DISTRICT (PBC)	UI
PROPOSED ZONING DISTRICT (VILLAGE)	RM/PUD
PCN	70-43-44-30-01-009-0040
	70-43-44-30-01-009-0030
EXISTING USE	SINGLE FAMILY/VACANT
PROPOSED USE	TOWNHOME RESIDENTIAL
GROSS SITE AREA	4.73 AC.
NET SITE AREA	4.48 AC.
TOTAL PROPOSED UNITS (TOWNHOME)	59 D.U.
GROSS DENSITY	12.5 D.U./AC.
OPEN SPACE REQUIRED	1.57 AC.(35%)*
OPEN SPACE PROVIDED	1.87 AC.(41%)
PROPOSED PERVIOUS	2.23 AC.(47.1%)
PROPOSED IMPERVIOUS	2.50 AC.(52.9%)
COMMON AMENITY REQUIRED/PROVIDED	0.31 AC.(20% OF OPEN SPACE)
DRY DETENTION AREA	0.36 AC.
TOTAL PARKING REQUIRED	185 SP.
RESIDENTIAL PARKING REQUIRED (2.5 SP./D.U.)	148 SP.
GUEST SPACES REQUIRED (25% OF REQ. SP.)	37 SP.
TOTAL PARKING PROVIDED	185 SP.
GARAGE SPACES	59 SP.
DRIVEWAY SPACES	118 SP.
GUEST SPACES	8 SP.
BUILDING HEIGHT	30' MAX
TRAFFIC ANALYSIS ZONE (TAZ)	362

*CALCULATION BASED ON NET SITE AREA

PROPERTY DEVELOPMENT REGULATIONS (TOWNHOMES)

ZONING DISTRICT (RM)	MAX BLDG COVER	MIN. SETBACKS			
		FRONT	SIDE INT.	CORNER STREET	REAR
REQUIRED	40%	25'	20'	25'	20'
PROPOSED	24%	20'	15***	N/A	N/A

NOTE: PROPERTY DEVELOPMENT REGULATIONS TAKEN FROM PERIMETER OF DEVELOPMENT.
** SEE WAIVER CHART

WAIVER CHART

WAIVER SUBJECT	CODE SECTION	REQUIRED	PROPOSED	DEVIATION
PARKING DRIVE AISLE	34-1328	26'	20'	-6'
SIDEWALK	34-1063(a)(1)	SIDEWALK ON BOTH SIDES OF STREET	SIDEWALK ON ONE SIDE OF STREET	SINGLE SIDEWALK
SIDE SETBACK	34-1064(e)(1)(b)	20'	15'	-5'
MIN. LOT AREA	34-766(1)	547,000 SF / 12.55 AC.	205,881 SF / 4.73 AC.	341,119 SF / 7.83 AC.

LEGEND

AC. = ACRES
D.E. = DRAINIAGE EASEMENT
DRO = DEVELOPMENT REVIEW OFFICERS
D.U. = DWELLING UNITS
EX. = EXISTING
FLU = FUTURE LAND USE
M = MODEL UNIT
O.H.E. = OVERHANG EASEMENT
O.R.B. = OFFICIAL RECORD BOOK
O.S.T. = OPEN SPACE TRACT
P = POSTAL DELIVERY PARKING
P.B. = PLAT BOOK
PDR = PROPERTY DEVELOPMENT REGULATIONS
PG. = PAGE
R = RADIUS
R.O.W. = RIGHT-OF-WAY
S.B. = SETBACK
S/W = SIDEWALK
S.F. = SQUARE FEET
T.B.A. = TO BE ABANDONED
TYP = TYPICAL
TH = TOWNHOME
U.E. = UTILITY EASEMENT

WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

NO.	DATE	DESCRIPTION	BY
1	2020-10-07	INITIAL SUBMITTAL	CB
2	2020-11-20	RESUBMITTAL	CB
3	2020-12-21	RESUBMITTAL	CB
4	2020-1-15	RESUBMITTAL	CB
5	2020-2-24	RESUBMITTAL	CB

REVISIONS

CAD 5407\01-PA-SITE.DWG
JOB NO. 5407.01
DRAWN BY R.C.
CHECK BY J.P.
DATE 8/27/2020

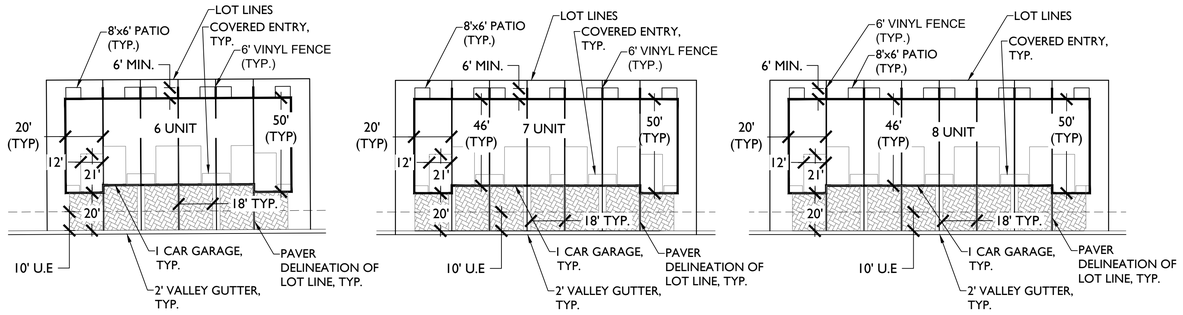
FONTANA TOWNHOMES
VILLAGE OF PALM SPRINGS
SITE PLAN

SHEET:
SP-1

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TYPICAL UNIT DETAILS

SCALE: NTS



ENTRANCE SIGN DETAIL

SCALE: NTS

SIGN REQUIREMENTS:

- MAXIMUM 8' SIGN HEIGHT.

- MAXIMUM 150' SQUARE FEET SIGN AREA.



OPEN SPACE PLAN EXHIBIT

SCALE: NTS



WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7035

REVISIONS

NO.	DATE	DESCRIPTION	BY
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2	2020-11-20	RESUBMITTAL	CB
3	2020-12-21	RESUBMITTAL	CB
4	2020-1-15	RESUBMITTAL	CB
5	2020-2-24	RESUBMITTAL	CB

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JOB NO.	5407 01
DRAWN BY	R.C.
CHECK BY	J.P.
DATE	8/27/2020

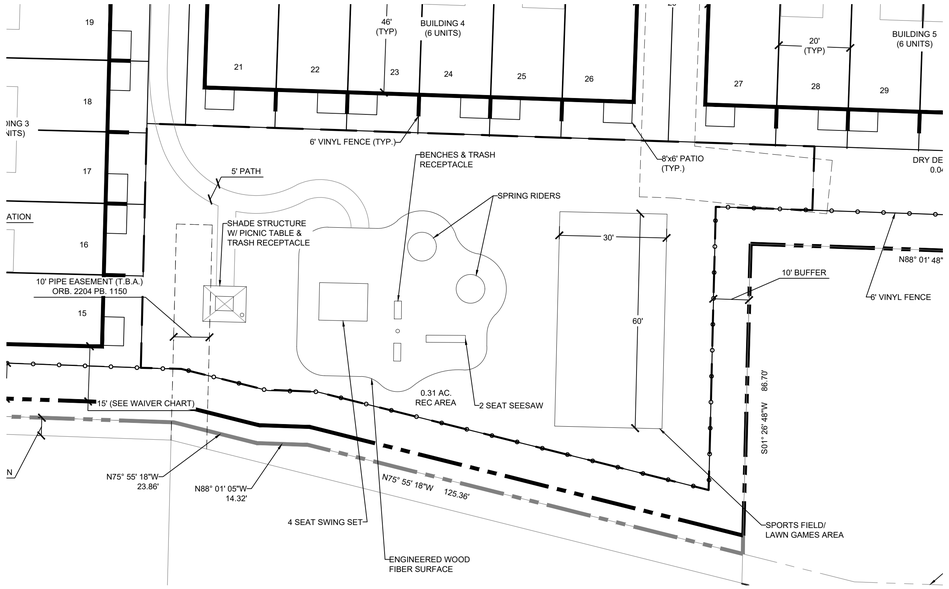
FONTANA TOWNHOMES
VILLAGE OF PALM SPRINGS
REGULATING PLAN

SHEET:
RP-1

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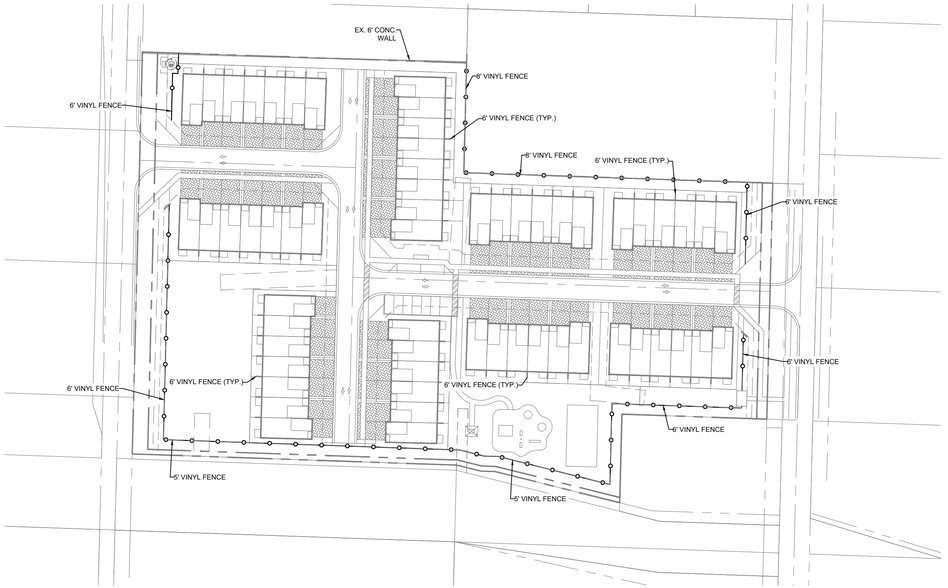
REC. AREA DETAIL

SCALE: NTS



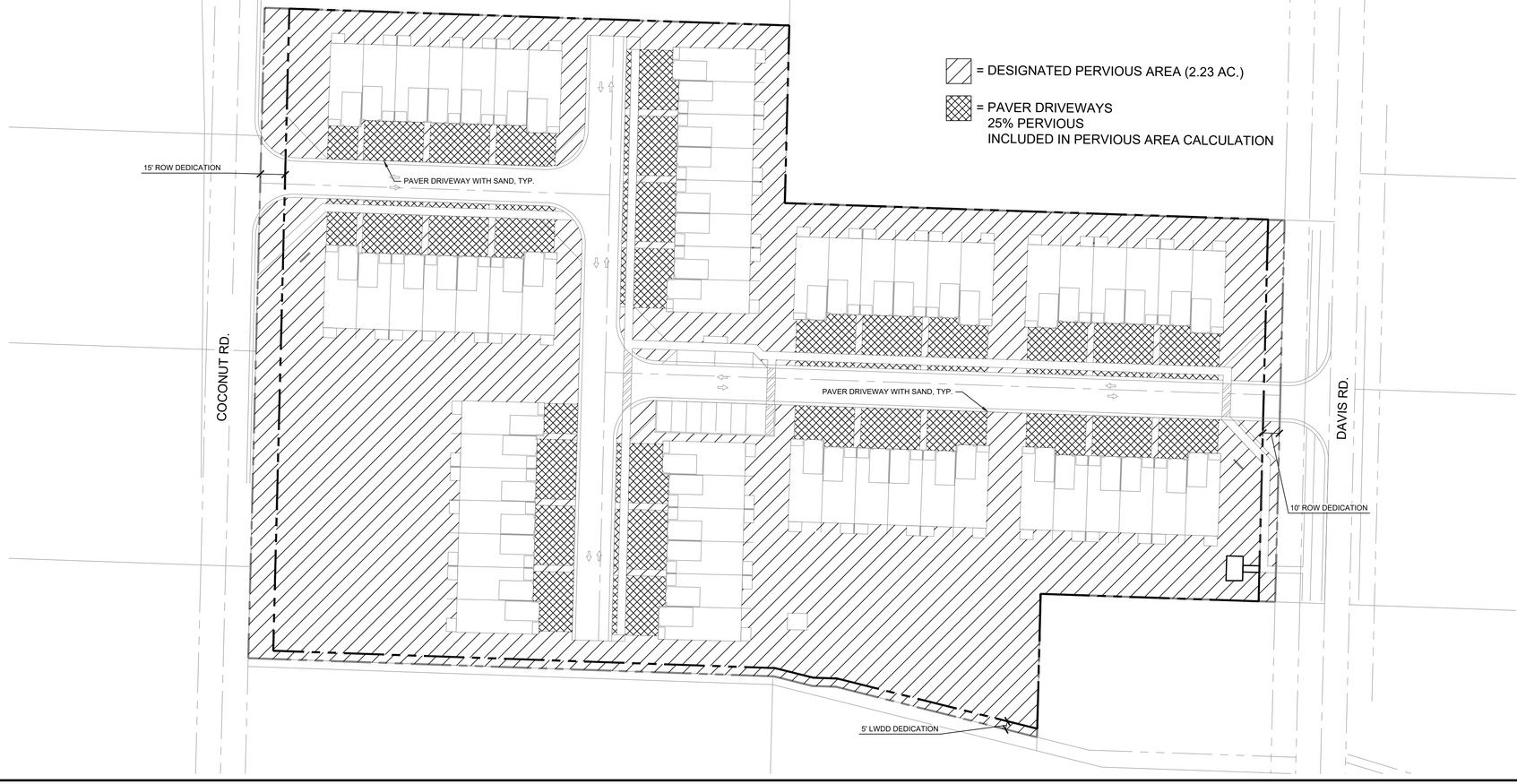
FENCE EXHIBIT DETAIL

SCALE: NTS



PERVIOUS / IMPERVIOUS PLAN EXHIBIT

SCALE: NTS



WGI
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

REVISIONS

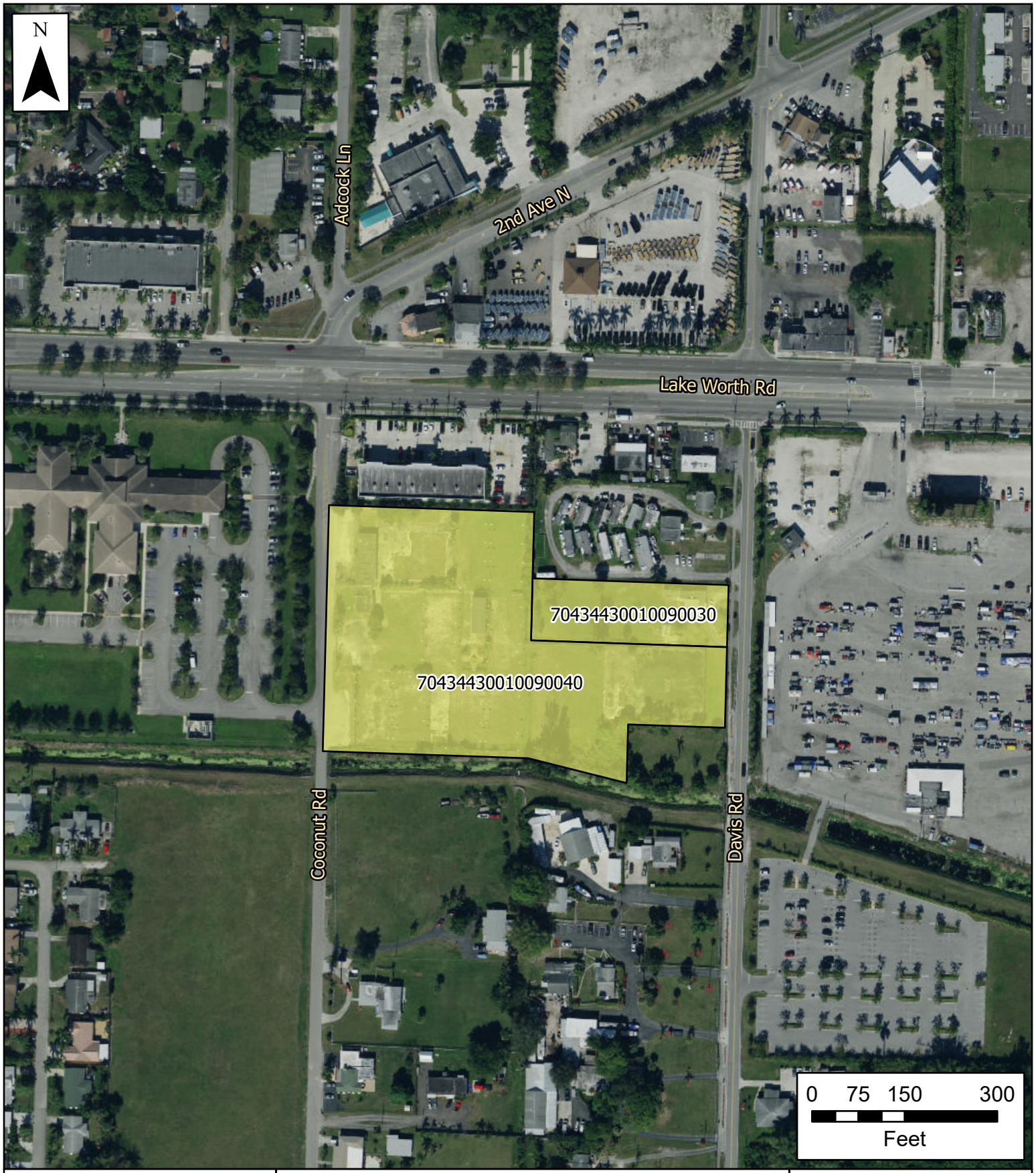
NO.	DATE	DESCRIPTION	BY
1	2020-10-07	INITIAL SUBMITTAL	CB
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5	2020-2-24	RESUBMITTAL	CB

CAD 540701-PL-SITE.DWG	
JOB NO.	5407.01
DRAWN BY	R.C.
CHECK BY	J.P.
DATE	8/27/2020

FONTANA TOWNHOMES
VILLAGE OF PALM SPRINGS
REGULATING PLAN

SHEET:
RP-2

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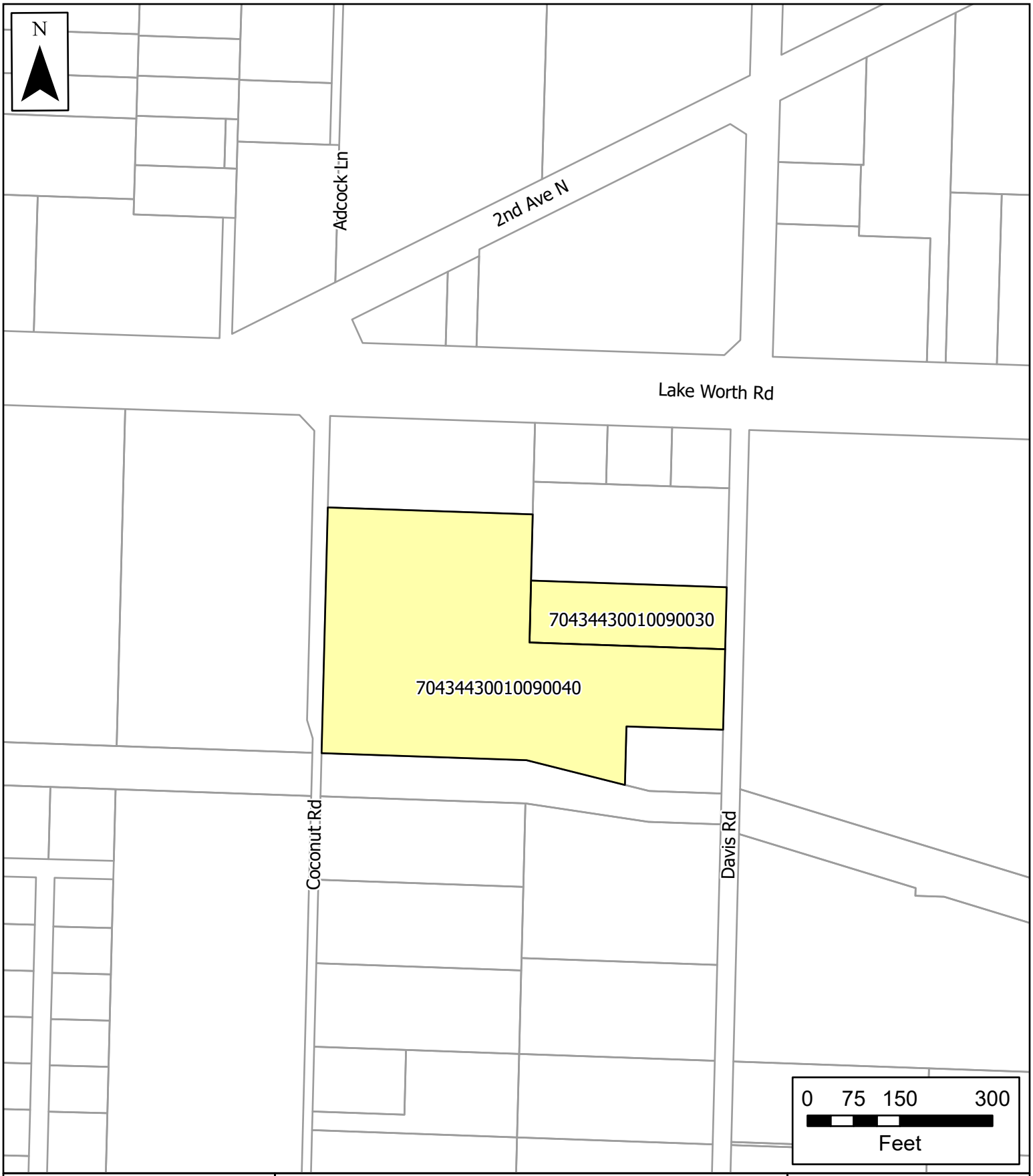
Village of Palm Springs

Fontana Townhomes

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, World Imagery Basemap provided by ESRI Online Services.



Village of Palm Springs

Fontana Townhomes

Parcels

Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update

Data Source: Parcels provided by Palm Beach County

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Planning, Zoning & Building

ITEM 10.2: Resolution No. 2022-01 - Site Development Plan Amendment (SPR22-01) and Special Exception Use (PSSE22-01) - Center Academy at Palm Springs Baptist Church - 3300 10th Avenue North (*Quasi-Judicial Hearing*)

SUMMARY:

Mr. Kevin McGinley from Land Research Management, Inc., Agent and Applicant for Palm Springs Baptist Church, Inc., is requesting a Site Plan Amendment (SPR22-01) and Special Exception Use (PSSE22-01) approval to allow the reestablishment of the school use for the property located at 3300 10th Avenue North.

Note: The 5.7-acre property is currently developed with five buildings containing 32,142 square feet of floor area. The property was within Palm Springs since incorporation and has been used continuously as a place of worship (church) since 1965.

Per Village Code, an approved special exception use is valid as long as it remains in operation, and should it cease or not be utilized for more than twelve (12) months, the approval becomes null and void.

The 10,146 square foot two-story educational building was built in the early 1970s and opened with an enrollment of about two hundred (200) students. The educational building is still present on the property, but it has been unutilized for many years.

The applicant is proposing the re-establish the school use on the property within 5,073 square feet of the existing educational building with a maximum of ninety-nine (99) students.

Concurrently, a site plan amendment 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 zoning regulations. Additionally, the proposed site plan provides enhanced landscape buffers and

upgrades to the interior of the building.

The Planning and Zoning Board considered this application during their December 14, 2021 meeting and recommended approval.

Planning, Zoning, & Building Staff does not object to the proposed special exception use and site plan amendment and recommends conditional approval of the proposed development subject to nineteen (19) conditions.

FISCAL IMPACT:

The proposed project is not expected to have a direct fiscal impact on the Village as the use is anticipated to be tax-exempt. Additionally, this project, if approved, would require various Village services that will result in increased expenditures to the Village.

ATTACHMENTS:

Proposed Resolution No. 2022-01 -Site Plan Amendment (SPR22-01) and Special Exception (PSSE22-01) Center Academy at Palm Springs Baptist Church - 3300 10th Avenue North
Exhibit A Staff Report
Project Narrative and Justification Statement
Warranty Deed
Site, Landscape, and Architectural Plans; Letters
Aerial and Location Maps
LW Herald Advertisement on December 9, 2021

RESOLUTION NO. 2022-01

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE DEVELOPMENT PLAN AMENDMENT, (SPR22-01) AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE22-01) TO ALLOW REESTABLISHMENT OF SCHOOL USE WITHIN 5,073 SQUARE FEET OF THE EXISTING EDUCATIONAL BUILDING OF PALM SPRINGS BAPTIST CHURCH, INC., LOCATED AT 3300 10TH AVENUE NORTH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Kevin McGinley, Agent for Palm Springs Baptist Church, Inc. ("Applicant") requests approval of a Site Development Plan Amendment (SPR22-01) and concurrently a Special Exception Use (PSSE22-01), to allow the reestablishment of the school use within 5,073 square feet of the existing educational building. The property is located at 3300 10th Avenue North; and

WHEREAS, the recommendation of the Planning, Zoning, and Building Department is to approve this application, subject to staff report conditions; and

WHEREAS, the Planning and Zoning Board has heard this matter in public session; and its recommendation has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Planning and Zoning Board and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council having received and considered the request of Kevin McGinley, Agent for Palm Springs Baptist Church, Inc., ("Applicant"), for approval of a Special Exception Use (PSSE22-01), to allow the reestablishment of the school use within 5,073 square feet of the existing educational building; and

_____**Having been otherwise fully apprised of the premises herein, the Village Council hereby approves the special exception use, 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, finding that the Application does not meet all of the requirements of Section 34-607 of the Land Development Code NOT, for the following reason(s):

_____
_____
_____

Section 2. The Village Council has received and considered the request of Kevin McGinley, Agent for Palm Springs Baptist Church, Inc., ("Applicant"), for approval of a Site Development Plan Amendment (SPR22-01); and

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.

Section3. 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 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 _____2022.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

ATTEST:

BY:_____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY:_____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Special Exception Use and Site Plan Amendment - Center Academy at Palm Springs Baptist Church - 3300 10th Ave N.

Application Summary			
Applicant / Petitioner	Kevin McGinley/Land Research Management, Inc.	**Submittal Date**	10/25/2021
Reference Name	Center Academy at Palm Springs Baptist Church	**Case Number**	**SPR22-01, PSSE22-01**
		Parcel Control No	70-43-44-19-06-001-0010
Location	3300 10th Avenue North	**Site Area**	± 5.7 acres
P&Z B Meeting	Tuesday, December 14, 2021	**Council Meeting**	Thursday, January 13, 2022

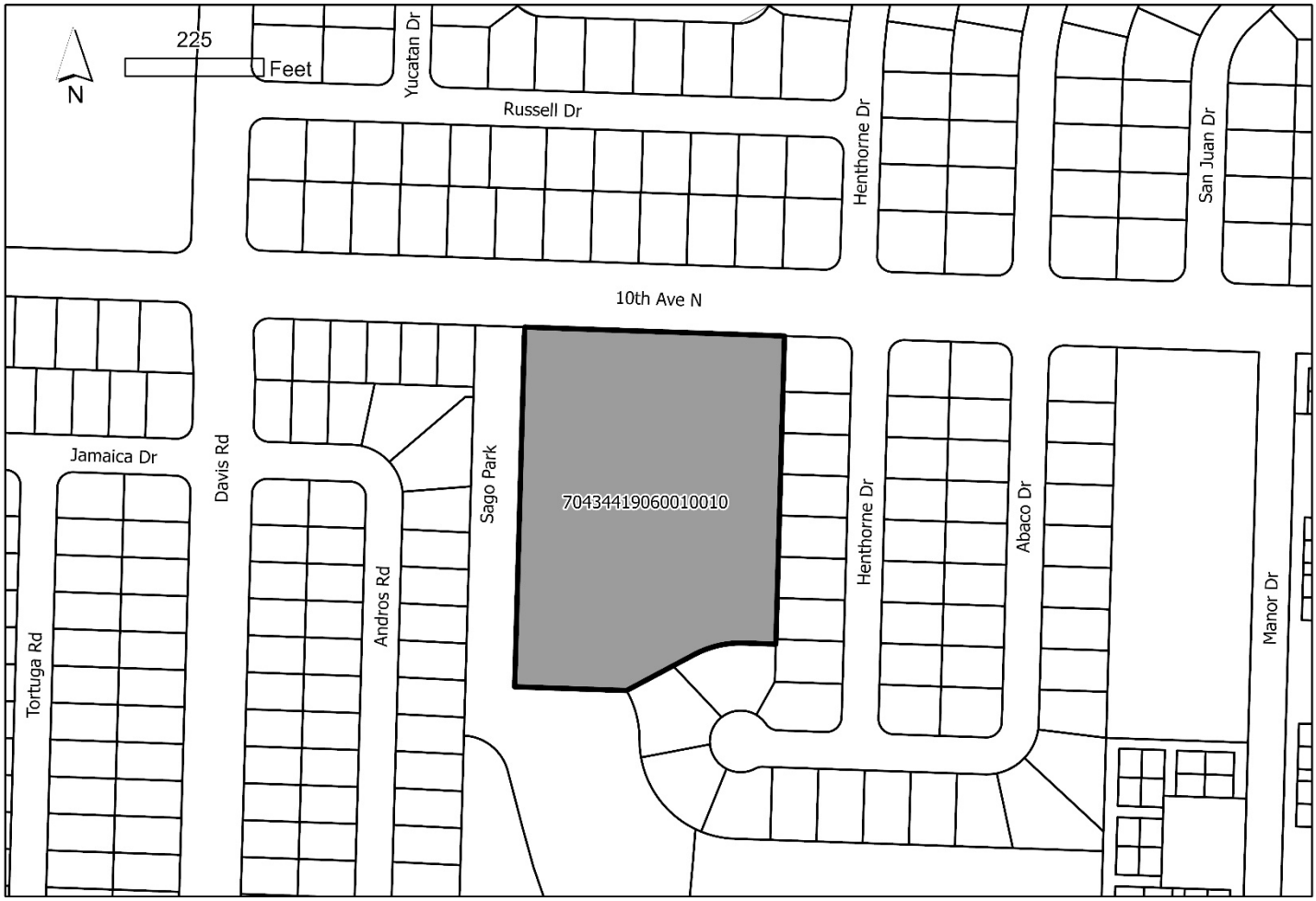
Requests	
Proposed Use(s)	Site Plan Amendment and concurrently request for a Special Exception Use to allow the re-establishment of the school use within 5,073 square feet of the existing educational building with a maximum of 99 students.
Number of Buildings	Five (5) existing structures total (32,142 SF) 1 Sanctuary (Church) Building (7,700 SF) – Building A 1 Private School/Bible Study Building (10,146 SF) – Building B 1 Office Building (6,010 SF) – Building C 2 Classroom Buildings (2,347 SF + 5,939 SF= 8,286 SF total) – Buildings D and E

Parking			
Code	**Required**	**Provided**	**Meets Requirement**
Total Overall Parking	**Church:** 1 space per 4 seats @ 540 seats = 135 spaces or 1 space per 100 SF @ 7,700 SF = 77 spaces **School (99 students maximum)** 1 space per classroom @ 5 classrooms = 5 spaces 1 space per teacher @ 10 teachers = 10 spaces **Total of 150 parking spaces required**	166 (existing)	Yes

Site Characteristics			
Existing Use	Church	**Proposed Use**	Church and adding a school
Existing Zoning	Residential Single-Family (RS)	**Existing Future Land Use**	Other Public Facilities

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	Single-Family Homes	Low Density Residential	Residential Single-Family (RS)
South	Sago Park, Single-Family Homes	Public Buildings and Facilities, Low Density Residential	Governmental (G), Residential Single-Family (RS)
East	Single-Family Homes	Low Density Residential	Residential Single-Family (RS)
West	Sago Park	Public Buildings and Facilities	Governmental (G)

Recommendation
Planning, Zoning & Building Staff recommends conditional approval for the proposed re-establishment of the school use on the property, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.



I. Site History

- Resolution 1957-01: Incorporation
  The Property was part of the area incorporated into the Village of Palm Springs on May 31, 1957.

II. Comprehensive Plan Consistency

The subject Property's Future Land Use designation and Zoning are Other Public Facilities and Residential Single-Family (RS), 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.

III. Variances Requested

Not applicable.

IV. Neighborhood Compatibility

1) The proposed project is located on the south side of 10th Avenue North between Sago Park and Harthorne Drive.
2) The project is in proximity to residential uses and Sago Palm Park. School and retail uses are located within walking distance.
3) Palm Springs Elementary school is located 1,000 feet northwest away from the property.
4) Transit service is available through Palm Tran route 61.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of the RS district.
  1) Proposed project plan generally meets required site development regulations.
  2) 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.
  3) The proposed school use was vested before the enactment of Palm Beach County's Traffic Performance Standards and is therefore not subject to Traffic Performance Standards Review.
  4) Future coordination with the Village of Palm Springs' Parks and Recreational Department will be needed for the proposed redevelopment plan to Sago Park.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on December 3, 2021.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on November 30, 2021.
- Legal advertisement was published in the Lake Worth Herald on December 9, 2021.
- Staff has not received any inquiries or comments because of the notices.

VIII. Proposed Development Plan Details

The petitioner's development plans dated received on October 25, 2021, depicts the following:

- An application submitted for a Site Plan Amendment Approval and concurrently Special Exception Use.
  1. Site Plan and Landscape Plan dated received October 25, 2021.
  2. Survey and Architectural plans dated received October 25, 2021.
  3. Justification Statement and proposed use.

IX Recommendation

The 5.7-acre property is located on the south side of 10th Avenue North approximately 0.3 miles west of South Congress Avenue within a predominantly residential neighborhood. Palm Beach Baptist Church first developed this property in 1965. The 10,146 square foot two-story educational building was constructed in the early 1970s and had an initial enrollment of over 200 students. The site presently supports buildings associated with Palm Springs Baptist Church.

Center Academy intends to lease the first floor of the educational building (5,073 square feet) for its 99-student school. Dr. Mack Hicks founded Center Academy's first location in St. Petersburg, Florida in 1968 to remediate students with attention deficit disorder and other learning disabilities that were often underserved by traditional schooling. Center Academy continues to offer individualized remedial programs for underserved students with a wide range of learning disabilities. This special exception request is part of Center Academy's attempt to expand to their tenth location in Florida.

Per Village Code, the approved special exception use is valid if it remains in operation, and should it cease or not be utilized for more than 12 months, the approval becomes null and void. The educational building is still present on the property but has been unutilized for many years.

The proposed site plan involves the renovation of the existing 10,146 square foot educational building to accommodate the school use as depicted on the submitted floor plan. While the second floor of the building will not be used for the school, the applicant plans to bring the second floor up to conformity with life safety codes as required by the Village

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, would not be deterrent to surrounding properties, and does not negatively impact natural systems.

Planning, Zoning and Building Staff recommends conditional approval of the Special Exception Use and Site Plan Amendment subject to the following nineteen (19) conditions below:

1. The special exception shall be implemented within 18 months of Council approval.
2. The site plan approval is valid within 24 months of Council approval.
3. The maximum number of students shall not exceed 99 at any time.
4. A life safety plan shall be provided to the Village's Planning, Zoning & Building department.
5. A building permit must be obtained with the Village's Planning, Zoning & Building department prior to any remodeling/construction work on the property.
6. The existing dumpster enclosure shall be landscaped on the three sides accordingly with the Village Land Development Regulations **prior to the issuance of the business license**.
7. Landscape improvements along 10th Avenue North shall be completed **prior to the issuance of the business license**.
8. Permits must be obtained from the Village and Palm Beach County Fire Department **at time of permitting**.
9. Provide permits from all applicable permitting agencies **at the time of permitting**.
10. Palm Springs Baptist Church shall coordinate with Palm Springs' Parks and Recreation Department to expand the right of way along Sago Park Road in accordance with Sago Lake Park renovations.
11. Perimeter landscaped buffers and fences along west and south side are subject to further coordination and discussion with the Village as part of the redevelopment plan for Sago Park, an as-built Site Plan may be needed after improvements are finalized.
12. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
13. 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.
14. 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.
15. 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.
16. Per PBC Fire comments, new educational occupancies require fire sprinkler protection and an accompanying fire hydrant to supplement the suppression system.
17. Absolutely no occupancy, other than construction personnel, is permitted **prior to TCC/CC**.
18. The General Contractor shall be on site during all construction activity in accordance with FS 489.1195.
19. **At the time of CC**, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

CENTER ACADEMY AT PALM SPRINGS BAPTIST CHURCH
PETITIONER'S STATEMENT-DESCRIPTION OF PROJECT
October 22, 2021

Request

The Owner/Petitioner, Palm Springs Baptist Church, Inc, through its agent, Kevin McGinley, Land Research Management, Inc, is requesting special exception and site plan approvals to convert (re-establish) 5,073 sq. ft. of classroom space from religious education to a private school (99 students, grades 4-12) to be operated by Center Academy, a Florida-based, fully accredited, family-owned private school providing a college prep curriculum for students with learning differences.

Background

Palm Beach Baptist Church, founded in 1955, established its presence in the Village in 1965 when it developed the 10th Avenue North property. The 10,146 sq. ft. 2-story educational building was constructed in the early 1970s with an initial enrollment that grew to over 200 students. The 5.7-acre church campus is located on the south side of 10th Avenue North approximately 0.3 miles west of South Congress Avenue in the Village of Palm Springs. The site presently supports buildings associated with Palm Springs Baptist Church, including a 7,700 sq. ft. sanctuary, a 10, 146 sq. ft. educational building, administrative offices and some small classrooms used for religious purposes. Center Academy intends to lease the first floor of the educational building (5,073 sq. ft.) for its 99-student school.

Center Academy began in 1968 with the vision of its founder, Dr. Mack Hicks, Seeing the need for a specialized, full-day school for students who were falling through the cracks in traditional schools, Dr. Hicks established one of the first schools in the United States to focus on the needs of students with Attention Deficit Disorder and other neuropsychological processing difficulties. With a team of professionals in the fields of neuro-psychology, education, and individualized remediation, Center Academy opened its first classrooms in the Science Center in St. Petersburg, Florida. The school focused on remediating learning disabilities and providing a small, focused, and positive learning environment for students who had experienced academic frustration, and for whom tutoring and other part-time programs were not successful.

In 1974, Center Academy opened a campus in London, England in response to requests by parents and professionals. In the U.S, the St. Petersburg Center Academy moved to larger sites as the school expanded to meet the needs of more students. It moved to its permanent location in Pinellas Park, FL in 1974, finding a peaceful, 10-acre setting with horses and room to grow. In 1976, Center Academy established a campus in Tampa, FL. Initially, Center Academy worked with elementary students who were struggling with large schools, ineffective teaching methods, or one-size-fits-all approaches to learning. Over the years, the scope of Center Academy expanded to include other students, and in 1984, Center Academy began its high school program. The Pinellas Park and Tampa schools celebrated their first graduating class in 1987.

In 1988, Center Academy was awarded a grant from the National Institute of Mental Health (NIMH) to develop and research the effectiveness of individualized remedial programs for students with a wide range of learning disabilities. While developing these programs, Center Academy provided free evaluations and remediation to over 200 students under the NIMH grant.

As Center Academy has expanded to locations around Florida, it has stayed true to its mission and kept its focus on addressing the unique needs of each student. Center Academy now has 9 schools in Florida. Its newest school in Orlando, FL, opened in August of 2016."

Code Provisions

The subject property is presently zoned RS (Single-Family Residential), with a corresponding Other Public Facilities Future Land Use designation. Section 34-774(6) of the Village Code provides for schools as a Special Exception uses in the RS District.

The subject property's size and configuration meet the RS District PDRs as does the lot coverage and building height. All building setbacks were established in the 1970s when the initial buildings were permitted and constructed through Village regulations in place at the time.

Proposed Improvements

The existing 10,146 sq. ft sq. ft. educational building is proposed to be renovated to accommodate the school use as depicted in the floor plan that accompany this request. The second floor of the building, although not being used as a school, will be brought up to life safety codes as required by the Village. Landscaping will be enhanced along 10th Avenue North. The site plan/landscape plan also includes the required landscaping along Sago Palms Drive, the entry road to the Village's park of the same name. Preliminary discussions with Village staff indicate that expansion plans to the park's master plan may include acquiring additional right-of-way that may affect this landscaping so the Applicant will continue to work closely with the Village staff regarding the same.

CENTER ACADEMY AT PALM SPRINGS BAPTIST CHURCH
SPECIAL EXCEPTION STANDARDS
PROPOSED USE AND STATEMENT OF USE JUSTIFICATION

Request
The Applicant, Palm Springs Baptist Church, Inc, is requesting the Village of Palm Springs to allow the reuse of a portion (first floor) of the existing 10,146 sq. ft. educational building located on the church campus as a private school. Pursuant to Section 34-744 (6), the school is required to obtain special exception approval even though the use was established in 1972 as a religious school. Center Academy (not to be confused with Centner Academy) is intending to lease the 5,073 sq. ft. first floor of the church's educational building which was constructed in 1969 (209 students). The space occupied by Center Academy (https://centeracademy.com/) will provide a college prep curriculum for up to 99 students with learning differences in grades 4-12.

1. The proposed special exception uses are consistent with the goals, objectives and policies of the village's comprehensive plan.
Response: The Village Comprehensive Plan recognizes that the Village is a "residential oriented community with an appropriate mix of land uses compatible with living styles and conditions established within the Village." Churches and schools are integral components to this mix of uses and provide community-oriented opportunities and services that help define the character of municipalities. In this sense, the proposed use is consistent with the goals, objectives and policies of the Plan.

2. The proposed special exceptions are consistent with the land development and zoning regulations and all other portions of this Code.

Response: The requested special exception request, as well as the proposed site plan, meets all applicable property development regulations associated with the established uses and all other provisions of the code specific schools including adequate parking and pick-up/drop off circulation.

3. The proposed special exception uses are compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic generated; building location, mass, height and setbacks, and other relevant factor peculiar to the proposed special exception uses and the surrounding properties.

Response: The requested special exception for the change in use from religious educational classrooms to a private school includes the utilization and interior conversion of the existing building without construction of additional building square footage or increase in intensity of the use; therefore, such standards as building location and mass,

height, setbacks, and traffic impacts remain unaffected. No adverse impacts to 10th Avenue North corridor or neighboring residential development to the north, west and east of the subject property are anticipated to be associated with the request.

4. The establishment of the proposed special exception uses in the identified location does not create a concentration or a 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: The proposed school is a reinstatement of a similar facility operated by Palm Springs Baptist Church in the exact same location that was operational from 1972 through the early part of the 2000s. The requested special exception will not cause a proliferation or concentration of similar facilities despite that fact that Palm Springs Elementary School is located several hundred feet west of the church campus on the north side of 10th Avenue North.

5. The proposed special exception uses do not have a detrimental impact on the 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 uses, and**
- **c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.**

Response: The proposed special exception will not create unwanted or detrimental impacts on surrounding properties nor create nuisances due to its relatively small size and prior history as a private school twice the size of the present request. Access to the school will be through the existing church driveway connection to 10th Avenue North and site circulation as identified in the circulation plan included in this submittal will insure that there are no backup issues with regard to 10th Avenue North.

6. That the proposed special exception uses:

- **a. Do not significantly reduce light and air to adjacent properties.**
- **b. Do not adversely affect property values in the adjacent areas.**
- **c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulation.**
- **d. Do 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 bicycling parking.**

Response: The proposed re-establishment of the school will have no recognizable effect on associated lighting, air quality or impacts to adjacent properties since there will be no change in the existing building yet beneficial improvements to site landscaping. The proposed request will not affect natural systems, public facilities and open spaces. Pedestrian amenities will be provided as appropriate and identified during the site plan review process.

Submitted: October 22, 2021

WARRANTY DEED TO CORPORATION

DREW'S FORM R. E. 34

Manufactured and for sale by The H. & W. B. Drew Company Jacksonville, Florida

1745

This Indenture, *Made this* 28th *day of* FEBRUARY, *A. D. 19*67, *BETWEEN* C.R.DORSEY,SR., J.J.CATER,SR., E.C. FARMER, FRED GREENE, GERALD HAWKINS & M. M. MAY, as Trustees of the FIRST BAPTIST CHURCH, *of the County of* PALM BEACH *and State of* FLORIDA, *part*ies *of the first part, and* PALM SPRINGS BAPTIST CHURCH, INC., *a corporation existing under the laws of the State of* Florida *with permanent postoffice address at* 3300 Tenth Avenue North, Palm Springs, Florida, 33460 *County of* Palm Beach, *State of* Florida, *called Grantee*, *party of the second part,* **Witnesseth,** *that the said part*ies *of the first part, for and in consideration of the sum of* TEN DOLLARS ($10) *Dollars, to* them *in hand paid, the receipt whereof is hereby acknowledged, ha*ve *granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of* Palm Beach *and State of* Florida, *more particularly described as follows:*

= Tract A-1, VILLAGE OF PALM SPRINGS PLAT NO. 8-A, according to the Plat thereof as recorded in Plat Book 26, at page 172, of the Public Records of Palm Beach County, Florida, together with an easement of ingress and egress over that 50-foot strip of land contiguous to the Westerly boundary line of Tract A-1, which 50-foot strip of land is included in Tract B-1 of said Village of Palm Springs Plat No. 8-A.
SUBJECT TO: Reservations, restrictions and easements of record, Taxes subsequent to the year 1966, and mortgages of record.

This deed is made expressly on the condition that the said premises herein granted are to be used exclusively for a Southern Baptist Church and whenever the same shall hereafter cease to be used for such purpose, this deed shall become void and the title to the said premises shall revert to the grantor or its successor.

PALM BEACH COUNTY STATE OF FLORIDA DOCUMENTARY STAMP TAX MAR 14 '67 COMPTROLLER P.B. 12.0145 .30

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining.* **To Have and To Hold** *the same in fee simple forever.*

*And the said part*ies *of the first part do covenant with the said party of the second part, that*they are *lawfully seized of the said premises; that they are free of all incumbrance, and that* they have *good right and lawful authority to sell the same; and that said part*ies *of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.*

In Witness Whereof, *The said part*ies *of the first part ha*ve *hereunto set* their *hand*s *and seal*s *the day and year above written.*

Signed, sealed and delivered in our presence:

Blanche C. Hebb

Jacqueline Simpson

C R Dorsey Pr (Seal)

J J Cater Sr (Seal)

Fred Greene (Seal)

M M May (Seal)

E C Farmer (SEAL)

Gerald L Hawkins (Seal)

MAR 14 11 38 AM '67

CFF'CL RECORD 1497 PAGE 456

968

STATE OF FLORIDA, COUNTY OF PALM BEACH, SS:

I Hereby Certify, *that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared* C.R. DORSEY, SR., J.J. CATER, SR., E.C. FARMER, FRED GREENE, GERALD HAWKINS AND M. M. MAY, As Trustees of the FIRST BAPTIST CHURCH

to me known to be the person s described in and who executed the foregoing instrument and they *acknowledged before me that* t he y *executed the same.*

Witness *my hand and official seal in the County and State last aforesaid this* 28th *day of* FEBRUARY, *A. D. 19*67.

Ines Raybon

Notary Public, State of Florida
My commission expires Aug 5, 1967

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

DREW'S FORM R. E. 34

Warranty Deed

TO CORPORATION

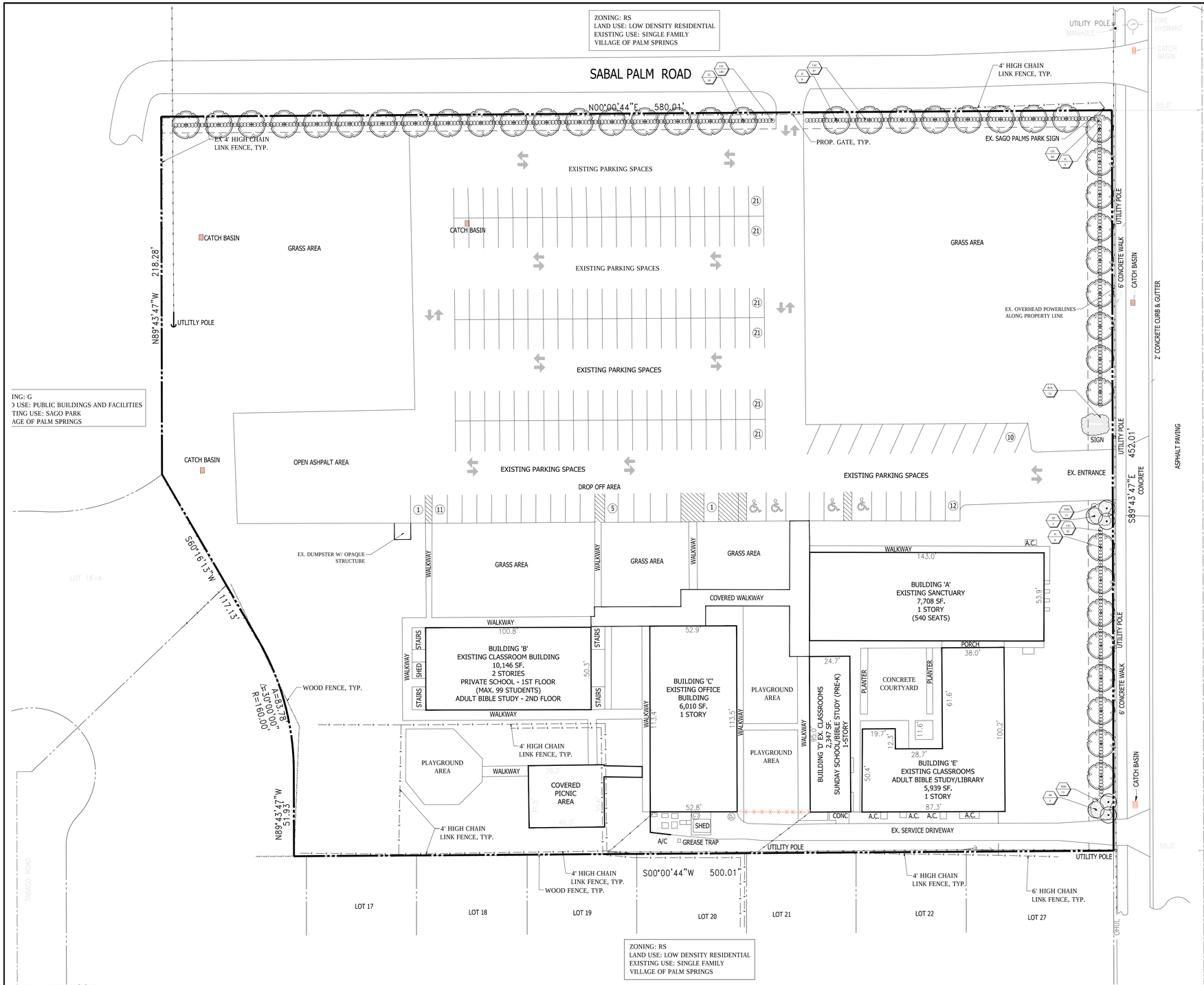
C.R. DORSEY, SR., J.J. CATER, SR., E.C. FARMER, FRED GREENE, GERALD HAWKINS & M.J. MAY, as Trustees of THE FIRST BAPTIST CHURCH TO PALM SPRINGS BAPTIST CHURCH, INC.

Date

ABSTRACT OF DESCRIPTION

The H. & W. B. Drew Company, Jacksonville, Florida, 676798

Recorded In Official Record Book
Of Palm Beach County, Florida
John B. Dunkle
Clerk of Circuit Court



PLANT LIST

TREES/PALMS

	SYM	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPR.	NOTES:
* V	SP	6	SABAL PALMETTO	CABBAGE PALM	10'-24' C.T., SLICK	--	HURRICANE CUT HEAD, STAGGER HTS., 2/3 CURVED CHARACTER TRUNKS
* V	IC	43	ILEX CASSINE	DAHOON HOLLY	12' HT.	5' MIN.	FULL & THICK, SINGLE TRUNK, FULL TO GROUND

SHRUBS & GROUNDCOVERS

	KEY	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPR.	O.C.	REMARKS
* V	CIC	469	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	30" MIN.	18" MIN.	24"	FULL & THICK TO BASE
V	BOU	55	BOUGAINVILLEA 'HELEN JOHNSON'	DWF. BOUGAINVILLEA	#3, 16" O.A.	16"	24"	FULL & THICK TO BASE
* V	TDD	30	TRIPSACUM FLORIDANUM	FL. GAMA GRASS	#3, 20" MIN.	16"	30"	FULL & THICK TO BASE

* ASTERISK DENOTES NATIVE PLANT MATERIAL
V INDICATES VERY DROUGHT TOLERANT PLANT MATERIAL
M INDICATES MODERATELY DROUGHT TOLERANT PLANT MATERIAL

NATIVE VEGETATION CALCULATIONS (BASED ON BOTH PHASES):

PERCENTAGE OF NATIVE TREES:	94.2%
PERCENTAGE OF NATIVE SHRUBS:	95.6%
TOTAL PERCENTAGE OF NATIVE VEGETATION:	95.5%

SOD: ST. AUGUSTINE 'FLORITAM'
MULCH: 3" SHREDDED MELALEUCA MULCH (OR APPROVED RECYCLED MULCH) TO BE APPLIED TO ALL PLANTING BEDS.

IRRIGATION NOTE:
ALL NEW LANDSCAPE AREAS SHALL BE RECEIVE 100% OVERLAP COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.

IRRIGATION WATER SOURCE: NON-POTABLE WELL

H&L Planning & Development. CONSULTANTS
354 Cypress Drive, Suite 6, Tequesta, FL 33469
P(561) 222-9284 F(561) 348-9491

PROJECT DATA:

PROJECT NAME:	CENTER ACADEMY AT PALM SPRINGS BAPTIST CHURCH
PROPERTY ADDRESS:	3300 10TH AVE. N
FLU DESIGNATION:	OTHER PUBLIC FACILITIES
EXISTING ZONING:	RS
SECTION, TOWNSHIP, RANGE:	19,44,43
PROPERTY CONTROL NUMBER (S):	70-43-44-19-06-001-0010
EXISTING USE:	PLACE OF WORSHIP
PROPOSED USE:	PLACE OF WORSHIP/ PRIVATE SCHOOL
DEVELOPMENT ACREAGE (249,183 SF):	5.7 ACRES
TOTAL BUILDING SQUARE FOOTAGE:	32,142 SF.
BUILDING 'A' - SANCTUARY - 7,700 SF.	
BUILDING 'B' - PRIVATE SCHOOL/BIBLE STUDY - 10,146 SF.	
BUILDING 'C' - OFFICE - 6,010 SF.	
BUILDING 'D' - CLASSROOMS - 2,347 SF.	
BUILDING 'E' - CLASSROOMS - 5,939 SF.	
LOT SUMMARY:	
BUILDING COVERAGE:	29,569 SF. (11.8%)
FLOOR AREA RATIO (FAR):	32,142 SF. (0.13)
PERVIOUS AREA:	145,617 SF. (58.5%)
IMPERVIOUS AREA:	103,566 SF. (41.5%)
PARKING REQUIRED:	150 SPACES
PLACE OF WORSHIP - 1 SP/4 SEATS @ 540 SEATS = 135 SPACES	
PRIVATE SCHOOL - 1 SP/CLASSROOM @ 5 CLASSROOMS = 5 SPACES	
1 SP/TEACHER @ 10 TEACHERS = 10 SPACES	
PARKING PROVIDED:	166 SPACES

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'GRADES AND STANDARDS' LATEST EDITION.
2. ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF VILLAGE OF PALM SPRINGS LAND DEVELOPMENT REGULATIONS.
3. THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS CHANGES WITHOUT THE AUTHORIZATION OF THE VILLAGE OF PALM SPRINGS, THE OWNER AND THE LANDSCAPE ARCHITECT.
4. THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.
6. ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.
7. ALL SOD SHALL BE STENOTAPHRUM SECONDATUM FLORITAM (ST. AUGUSTINE SOD).
8. ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO FLORIDA DEPARTMENT OF TRANSPORTATION SIGHT LINE GUIDELINES.
9. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 18" AND 8' WITHIN SIGHT VISIBILITY TRIANGLES. TWENTY BY TWENTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION, ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FOOT INDEX 546.
10. ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.
11. ALL PROPOSED LANDSCAPE AREAS SHALL RECEIVE 100% OVERLAP COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSING DEVICE ACCORDING TO LOCAL AND STATE CODES. IRRIGATION WATER SHALL BE PULLED FROM A WELL SOURCE.
12. ALL ABOVE GROUND UTILITIES SHALL BE SCREENED FROM VIEW ON THREE SIDES WITH AN APPROPRIATE HEDGE MATERIAL. HEIGHT OF PLANT MATERIAL AT TIME OF INSTALLATION SHALL BE AT LEAST AS TALL AS THE UTILITY BEING SCREENED AND SHALL BE SPACED APPROPRIATELY IN ORDER TO PROVIDE COMPLETE SCREENING OF UTILITY WITHIN ONE YEAR OF INSTALLATION.
13. ALL TREES NOT LOCATED WITHIN A LANDSCAPE BED SHALL RECEIVE A 4-5' DIA. MULCH RING.
14. ALL EXOTIC AND NUISANCE VEGETATION SHALL BE REMOVED FROM SUBJECT PROPERTY PRIOR TO ANY CERTIFICATE OF OCCUPANCY.

LOCATION MAP



Jason Litterick Digitally signed by Jason Litterick Date: 2021.10.18 10:34:26 -04'00'

Site Plan

0 15' 30' 60' 90' 120'
Scale: 1" = 30'
NORTH

Litterick Landscape Architecture
LC26000482
2740 SW Martin Downs Blvd. #199
Palm City, Fl 34990
561-719-3876
JasonLA1677@yahoo.com

Project Name
CENTER ACADEMY AT
PALM SPRINGS BAPTIST CHURCH
Village of Palm Springs, Florida

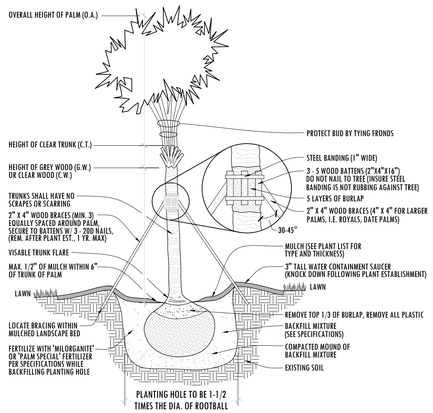
Landscape Architect of Record
REGISTERED LANDSCAPE ARCHITECT JASON M. LITTERICK LA 0001677 STATE OF FLORIDA
Jason M. Litterick, RLA
(LA0001677)

Scale: 1" = 30'-0"

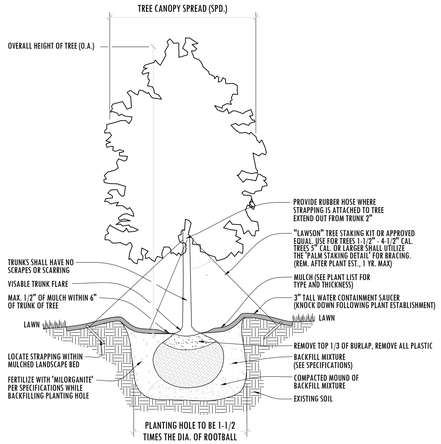
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Drawn: JML
Approved: JML
Date: 10.18.21
Job no.
Revisions:

Sheet No.
SP-1

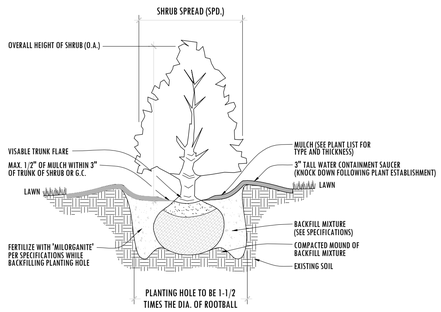
PLANTING DETAILS



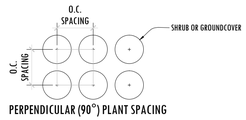
PALM PLANTING DETAIL



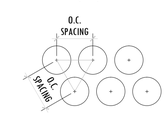
TREE PLANTING DETAIL



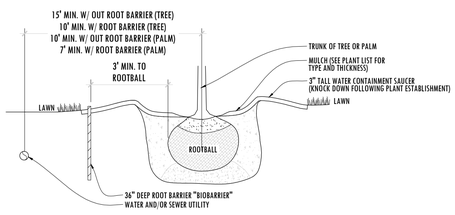
SHRUB & GROUNDCOVER PLANTING DETAIL



PERPENDICULAR (90°) PLANT SPACING



TRIANGULAR PLANT SPACING (RECOMMENDED)



PLANTING SPECIFICATIONS

1. SCOPE OF WORK

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. QUALITY ASSURANCE

LANDSCAPE CONTRACTOR MUST BE REGULARLY ENGAGED IN THE INSTALLATION OF LIVING PLANT MATERIAL. LABOR CREWS SHALL BE CONTROLLED AND DIRECTED BY A LANDSCAPE FOREMAN WELL VERSED IN LANDSCAPE INSTALLATION, PLANT MATERIALS, READING PLANS AND COORDINATION BETWEEN THE JOB AND NURSERY.

THE LANDSCAPE CONTRACTOR AND IRRIGATION CONTRACTOR SHALL REVIEW LAYOUT AND SCHEDULING PRIOR TO INSTALLATION OF MATERIAL. MINOR ADJUSTMENT TO IRRIGATION DESIGN MAY BE MADE IN RESPONSE TO THE NEEDS OF SPECIFIC PLANT MATERIAL. THE LANDSCAPE ARCHITECT MUST BE NOTIFIED OF SUCH CHANGES.

3. MATERIALS

PLANT SIZE AND QUALITY
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. TIGHTLY KNIT PLANT, SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND IT IS OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES AND PALMS FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT. THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY AND FLORIDA NUMBER 1. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT. ALL PLANTS SHALL BE FREE OF WEEDS OR ANY OTHER OBJECTIONABLE VEGETATION.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

CONTAINER GROWN PLANTS SHALL HAVE A DEVELOPED ROOT STRUCTURE SO THAT THE ROOT MASS STAYS IN TACT WHEN REMOVED FROM CONTAINER. IN NO CASE SHALL THE PLANT CONTAIN CIRCLING ROOTS NOR BE ROOT-BOUND.

QUANTITIES
ALL QUANTITIES INDICATED ON THE PLANT LIST ARE INTENDED AS A GUIDE FOR THE BIDDERS AND DOES NOT RELIEVE THE BIDDER OF HIS RESPONSIBILITY TO DO A COMPREHENSIVE PLANT TAKE OFF. SHALL A DISCREPANCY OCCUR BETWEEN THE BIDDER'S TAKE OFF AN THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT IS TO BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF THE BID.

MULCH
MULCH SHALL BE A SHREDDED VARIETY AS SPECIFIED IN THE PLANT LIST. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3" EXCEPT FOR THOSE SPECIFIC SITUATIONS SHOWN BELOW IN SECTION 4 AND IN PLANTING DETAILS.

FERTILIZER
FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF 'MILORGANITE' ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS. FERTILIZE ALL NEW PLANTINGS PER RATES SHOWN BELOW:

TREES:
FERTILIZE NEW TREES WITH 'MILORGANITE' AT THE FOLLOWING RATES:
- 8' AND SMALLER: 2-4 LBS.
- 8'-12' TALL: 4-6 LBS.
- 12' AND TALER: 6-8 LBS.

(3 CUPS = 1 LB.)

SHRUBS:
FERTILIZE NEW SHRUBS AND ACCENTS WITH 'MILORGANITE' AT THE FOLLOWING RATES:
- 4-6" POTS: ¼ CUP
- 1 GAL.: ½ CUP
- 3 GAL.: 1 CUP
- 7-10 GAL.: 2 CUPS
- 15 GAL. AND GREATER: 3 CUPS

PALM TREES:
FERTILIZE NEW PALM TREES WITH A "PALM SPECIAL" FERTILIZER IN SLOW RELEASE FORM. FERTILIZER SHALL CONTAIN AN ADDITIONAL MAGNESIUM AND MICRO-NUTRIENT AMENDMENT

SOIL
PLANTING SOIL SHALL BE SANDY LOAM AND SHALL CONTAIN A 25% MINIMUM AMOUNT OF DECOMPOSED ORGANIC MATTER. PLANTING SOIL SHALL BE FREE OF CLAY, STONES, PLANTS, ROOTS AND OTHER FOREIGN MATERIALS WHICH MIGHT BE A HINDRANCE TO PLANTING OPERATIONS OR BE DETRIMENTAL TO GOOD PLANT GROWTH. SOIL SHALL BE DELIVERED IN A LOOSE FRIABLE CONDITION AND APPLIED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

WATER
WATER FOR PLANTING WILL BE AVAILABLE AT THE SITE AND WILL BE PROVIDED BY THE OWNER. LANDSCAPE CONTRACTOR SHALL NOT ASSUME THAT THE IRRIGATION SYSTEM WILL BE OPERATIONAL AT THE TIME OF PLANTING. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO PROVIDE ALL THE REQUIRED WATER NECESSARY TO MAINTAIN THE PLANT MATERIAL IN A HEALTHY GROWING CONDITION THE WATERING MAY INCLUDE DEEP WATERING OF TREES ANT THE WATERING OF SHRUB AND GROUND COVER AREAS. ANY PLANT MATERIALS THAT DIE OR THAT ARE NOT IN A HEALTHY GROWING CONDITION DUE TO LACK OF WATER SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

4. EXECUTION

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

AFTER FINAL SETTLING OF BAILED AND BURLAPED PLANTS, LOOSEN BURLAP WRAPPING EXPOSING THE TOP OF THE ROOTBALL, LEAVING THE BALL UNBROKEN. REMOVE EXCESS AMOUNTS OF BURLAP TO ELIMINATE VOIDS WHICH MAY BE CAUSED UPON DECOMPOSITION.

CONTAINER GROWN PLANTS SHALL, WHEN DELIVERED, SHALL HAVE SUFFICIENCY GROWTH TO HOLD EARTH INTACT WHEN REMOVED FROM CONTAINER AND SHALL NOT BE ROOT BOUND. PLANT PITS FOR CONTAINER MATERIALS SHALL BE FORMED FLAT ON THE BOTTOM TO AVOID AIR POCKETS AT THE BOTTOM OF ROOT BALLS AND CONTAINERS SHALL BE REMOVED CAREFULLY TO PREVENT DAMAGE TO THE PLANT OR ROOT SYSTEMS.

TEST TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. PITS WHICH ARE FOUND NOT TO BE ADEQUATELY DRAINING SHALL BE EXCAVATED TO A A DEPTH SUFFICIENT FOR DRAINAGE AND BACKFILLING WITH GRAVEL OR CRUSHED ROCK. NO ALLOWANCES WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE.

PLANTING BED PREPARATION
ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS. COMPACT LAYER OF TOPSOIL IN PIT WITH A SLIGHTLY DISHED GRADE TO CENTER.

BACKFILL AROUND BALL WITH TOPSOIL AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF TOPSOIL BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS AND 3" DEEPER THAN REQUIRED FOR POSITIONING AT PROPER HEIGHT. COMPACT A LAYER OF TOPSOIL IN BOTTOM BEFORE PLACING PLANTS. BACKFILL AROUND PLANTS WITH PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH. PURPLE QUEEN GROUNDCOVER, IF SPECIFIED, SHALL ONLY RECEIVE 1" OF MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

PLANTING SOD

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING. SOD SHALL BE FIRM, TOUGH TEXTURE, HAVING A COMPACT GROWTH OF GRASS WITH GOOD ROOT DEVELOPMENT, AND SHALL CONTAIN NO BERMUDA GRASS, WEEDS OR ANY OTHER OBJECTIONABLE VEGETATION.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED TO FINISH DESIGN ELEVATIONS. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINISH GRADE ALL LANDSCAPE AREAS, ELIMINATING ALL BUMPS, DEPRESSIONS, STICKS, STONES AND OTHER DEBRIS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES, WORK SIFTED SOIL MIX INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

5. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE
MAINTAIN LANDSCAPE WORK IMMEDIATELY AFTER PLANTING AND UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

IN THE EVENT OF SERIOUS DAMAGE FROM INSECTS OR DISEASE PRIOR TO FINAL ACCEPTANCE, THE PLANTS SHALL BE TREATED BY PREVENTATIVE OR REMEDIAL MEASURES APPROVED FOR GOOD HORTICULTURAL PRACTICE AT NO ADDITIONAL COST TO THE OWNER.

CLEAN UP
THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

ANY SOIL, PEAT OR SIMILAR MATERIAL WHICH HAS BEEN BROUGHT ONTO ANY PAVED AREAS SHALL BE REMOVED PROMPTLY KEEPING THESE AREAS CLEAN AS THE WORK PROGRESSES. UPON COMPLETION OF THE PLANTING, ALL EXCESS SOIL, STONES AND DEBRIS WHICH HAS NOT BEEN PREVIOUSLY CLEANED UP SHALL BE REMOVED FROM THE SITE.

INSPECTION & ACCEPTANCE
THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT UPON COMPLETION OF THE WORK TO REQUEST A FINAL INSPECTION OF THE INSTALLATION AND PLANT MATERIALS. THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE WILL NOTIFY THE LANDSCAPE CONTRACTOR OF ANY DEFICIENCIES VIA A "PUNCH LIST" WHICH SHALL BE PROMPTLY CORRECTED BY THE LANDSCAPE CONTRACTOR. CONDITIONAL LANDSCAPE ACCEPTANCE OF ALL PLANT MATERIAL AND WORKMANSHIP WILL BE GIVEN IN WRITING BY THE LANDSCAPE ARCHITECT AFTER ALL "PUNCH LIST" ITEMS HAVE BEEN CORRECTED AND ANY PLANT REPLACEMENTS MADE. THIS ACCEPTANCE WILL BEGIN THE WARRANTEE PERIOD. DEFICIENCIES NOTED AFTER THE CONDITIONAL LANDSCAPE ACCEPTANCE SHALL BE RECTIFIED DURING THE WARRANTEE PERIOD AND PRIOR TO FINAL LANDSCAPE ACCEPTANCE.

GUARANTEE AND REPLACEMENT
ALL PLANT MATERIAL AND WORKMANSHIP SHALL BE GUARANTEED BY THE LANDSCAPE CONTRACTOR FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL LANDSCAPE ACCEPTANCE BY THE LANDSCAPE ARCHITECT. ANY PLANT MATERIAL OR WORKMANSHIP THAT IS DEFICIENT OR HAS DIED SHALL BE REPLACED AT THE SAME SPECIFICATION NOTED IN THE APPROVED LANDSCAPE PLANS. REPLACEMENTS SHALL BE MADE BY THE LANDSCAPE CONTRACTOR WITHIN TWO (2) WEEKS OF NOTIFICATION BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER. WARRANTEES OF REPLACEMENT MATERIAL SHALL BE SIX (6) MONTHS FROM THE DATE OF REPLACEMENT INSTALLATION. DEATH OR DAMAGE RESULTING FROM LIGHTNING, VANDALISM OR AUTOMOBILES OR BY NEGLIGENCE BY THE OWNER SHALL NOT BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. UNLESS OTHERWISE ARRANGED WITH THE OWNER, THE CONTRACTOR IS RESPONSIBLE FOR GENERAL PLANT MAINTENANCE INCLUDING WATERING AND MOWING UP UNTIL THE DATE OF CONDITIONAL ACCEPTANCE.

PLANT MATERIAL SUBSTITUTION

THERE WILL BE NO SUBSTITUTION OF PLANT MATERIAL UNLESS AUTHORIZED BY THE LANDSCAPE ARCHITECT AND/OR OWNER. THIS INCLUDES SPECIES AND SIZE OF PLANT MATERIAL.

Jason Litterick Digitally signed by Jason Litterick Date: 2021.10.18 10:34:26 -04'00'

Landscape Specifications & Planting Details

Planning & Development. CONSULTANTS
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JasonLA1677@yahoo.com

Project Name
CENTER ACADEMY AT PALM SPRINGS BAPTIST CHURCH
Village of Palm Springs, Florida

Landscape Architect of Record
FLORIDA REGISTERED LANDSCAPE ARCHITECT JASON M. LITTERICK LA 0001677 STATE OF FLORIDA
Jason M. Litterick, RLA (LA0001677)

Scale: Not to Scale

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	10.18.21
Job no.	
Revisions:	

Sheet No.
SPECS

ZONING: RS
LAND USE: LOW DENSITY RESIDENTIAL
EXISTING USE: SINGLE FAMILY
VILLAGE OF PALM SPRINGS

SABAL PALM ROAD

N00°00'44"E 580.01'

EX 4' HIGH CHAIN LINK FENCE, TYP.

PROP. GATE, TYP.

EX. SAGO PALMS PARK SIGN

4' HIGH CHAIN LINK FENCE, TYP.

UTILITY POLE

MANHOLE

FIRE HYDRANT

CATCH BASIN

55.0'

EXISTING PARKING SPACES

CATCH BASIN

GRASS AREA

N89°43'47"W 218.28'

UTLITLY POLE

EX. OVERHEAD POWERLINES ALONG PROPERTY LINE

6' CONCRETE WALK

2' CONCRETE CURB & GUTTER

ASPHALT PAVING

SIGN

452.01'

S89°43'47"E

CONCRETE

EX. ENTRANCE

C/L 10th AVENUE NORTH

ZONING: G
USE: PUBLIC BUILDINGS AND FACILITIES
TING USE: SAGO PARK
AGE OF PALM SPRINGS

OPEN ASHPALT AREA

TEMPORARY CONES TO BE USED FOR DROP OFF AND PICK UP DURING SCHOOL HOURS

DROP OFF AREA

EX. DUMPSTER W/ OPAQUE STRUCTURE

WALKWAY

COVERED WALKWAY

BUILDING 'A'
EXISTING SANCTUARY
7,708 SF.
1 STORY
(540 SEATS)

143.0'

53.9'

PORCH

38.0'

BUILDING 'B'
EXISTING CLASSROOM BUILDING
10,146 SF.
2 STORIES
PRIVATE SCHOOL - 1ST FLOOR
(MAX. 99 STUDENTS)
ADULT BIBLE STUDY - 2ND FLOOR

100.8'

50.3'

STAIRS

SHED

BUILDING 'C'
EXISTING OFFICE BUILDING
6,010 SF.
1 STORY

52.9'

113.4'

113.5'

PLAYGROUND AREA

BUILDING 'D' EX. CLASSROOMS
2,347 SF.
SUNDAY SCHOOL/BIBLE STUDY (PRE-K)
1-STORY

24.7'

PLANTER

CONCRETE COURTYARD

61.6'

100.2'

11.6'

19.7'

12.3'

28.7'

50.4'

BUILDING 'E'
EXISTING CLASSROOMS
ADULT BIBLE STUDY/LIBRARY
5,939 SF.
1 STORY

87.3'

52.8'

CONC

A.C.

EX. SERVICE DRIVEWAY

GREASE TRAP

A/C

UTILITY POLE

S60°16'13"W 117.15'

LOT 18-A

TABAGO ROAD

WOOD FENCE, TYP.

A=83.78'
Δ=30°00'00"
R=160.00'

N89°43'47"W 51.93'

4' HIGH CHAIN LINK FENCE, TYP.

PLAYGROUND AREA

COVERED PICNIC AREA

31.5'

30.0'

46.6'

S00°00'44"W 500.01'

WOOD FENCE, TYP.

6' HIGH CHAIN LINK FENCE, TYP.

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 27

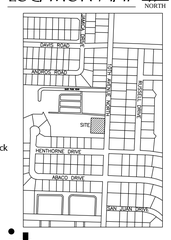
55.0'

GHUL

ZONING: RS
LAND USE: LOW DENSITY RESIDENTIAL
EXISTING USE: SINGLE FAMILY
VILLAGE OF PALM SPRINGS

LOCATION MAP

NORTH



Jason Litterick Digitally signed by Jason Litterick Date: 2021.10.18 10:34:26 -04'00'

Exhibit

0 15' 30' 60' 90' 120'

Scale: 1" = 30'

NORTH

HL Planning & Development. CONSULTANTS
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Project Name

CENTER ACADEMY AT
PALM SPRINGS BAPTIST CHURCH
Village of Palm Springs, Florida

Landscape Architect of Record

REGISTERED LANDSCAPE ARCHITECT LA 0001677 STATE OF FLORIDA

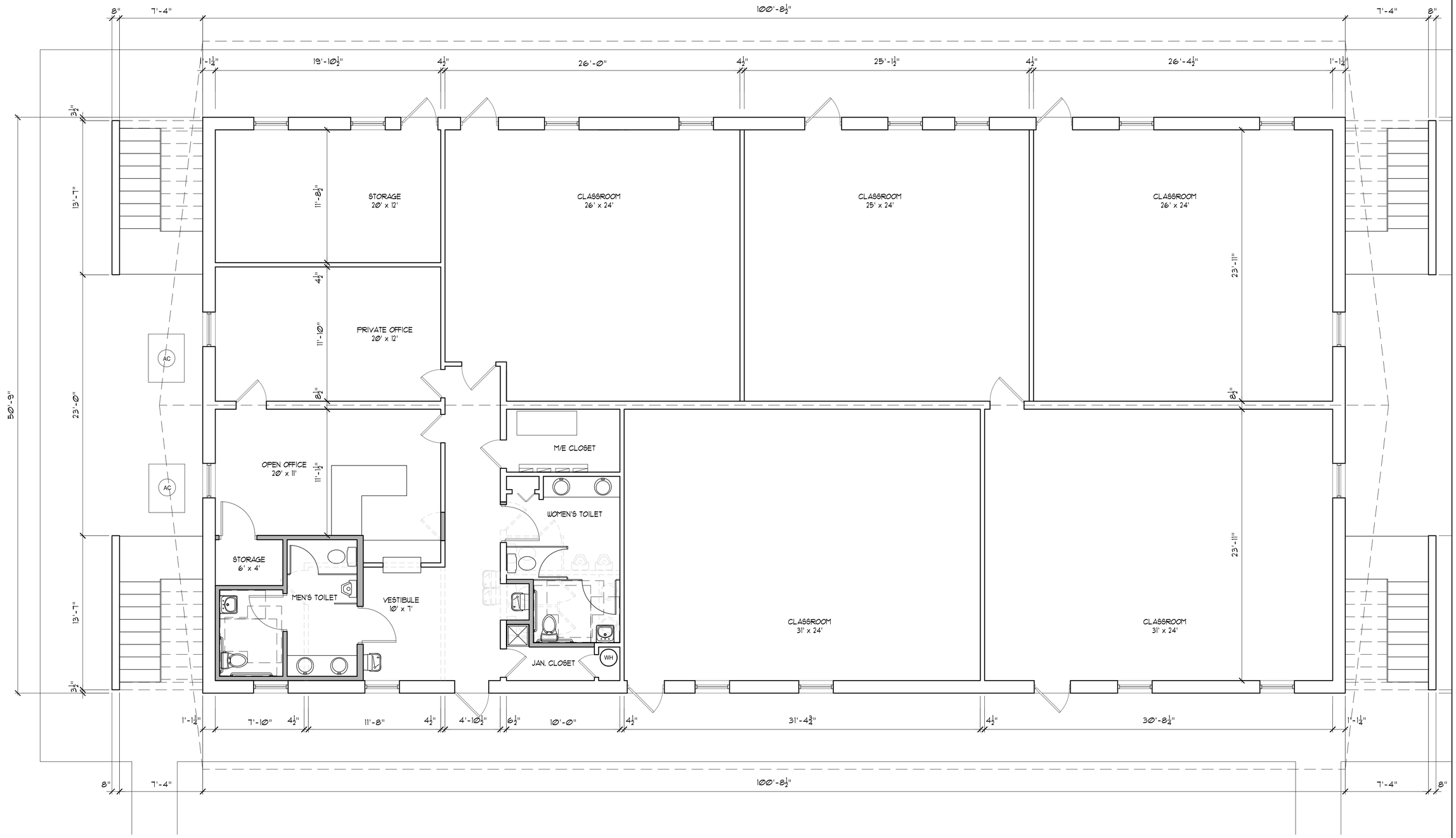
Jason M. Litterick, RLA
(LA0001677)

Scale: 1" = 30'-0"

Designed: JML
Drawn: JML
Approved: JML
Date: 10.18.21
Job no.
Revisions:

Sheet No.

EXB-1



1 PROPOSED FLOOR PLAN, CONCEPT #3
SCALE: 1/4" = 1'-0"
February 4, 2021
North

REV.	DESCRIPTION	APPV	DATE
	STATUS : Schematic Design		

PLOTTED:
TIME:
PLOT SCALE:
DESIGNED: TFH
DRAWN: CP
CHECKED: TFH
APPROVED:
DATE: February 03, 2021

SEAL

CENTER ACADEMY

Interior Modifications
3300 10th Avenue North, Palm Springs, Florida

PROPOSED FLOOR PLAN – CONCEPT #1

architectural
Timothy F. Hullihan, AIA
www.timhullihan.com
FL Lic. #: AR0013264

JOB NUMBER C0121
CAD FILE Cover
SHEET NUMBER A-2
SHEET 2 OF 2

From: Wesley Jolin R. <WJolin@pbcgov.org>
Sent: Wednesday, October 27, 2021 12:51
To: Rogelio J. Perez Gonzalez <rperezgonzalez@vpsfl.org>
Cc: Iramis Cabrera <icabrera@vpsfl.org>
Subject: RE: Request for Comment Proposed School Use 3300 10th Ave N

Please let the applicant know all new educational occupancies require fire sprinkler protection and an accompanying fire hydrant to supplement the suppression system.

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

Parks & Recreation Comments

Justin Lucas

10/27/2021

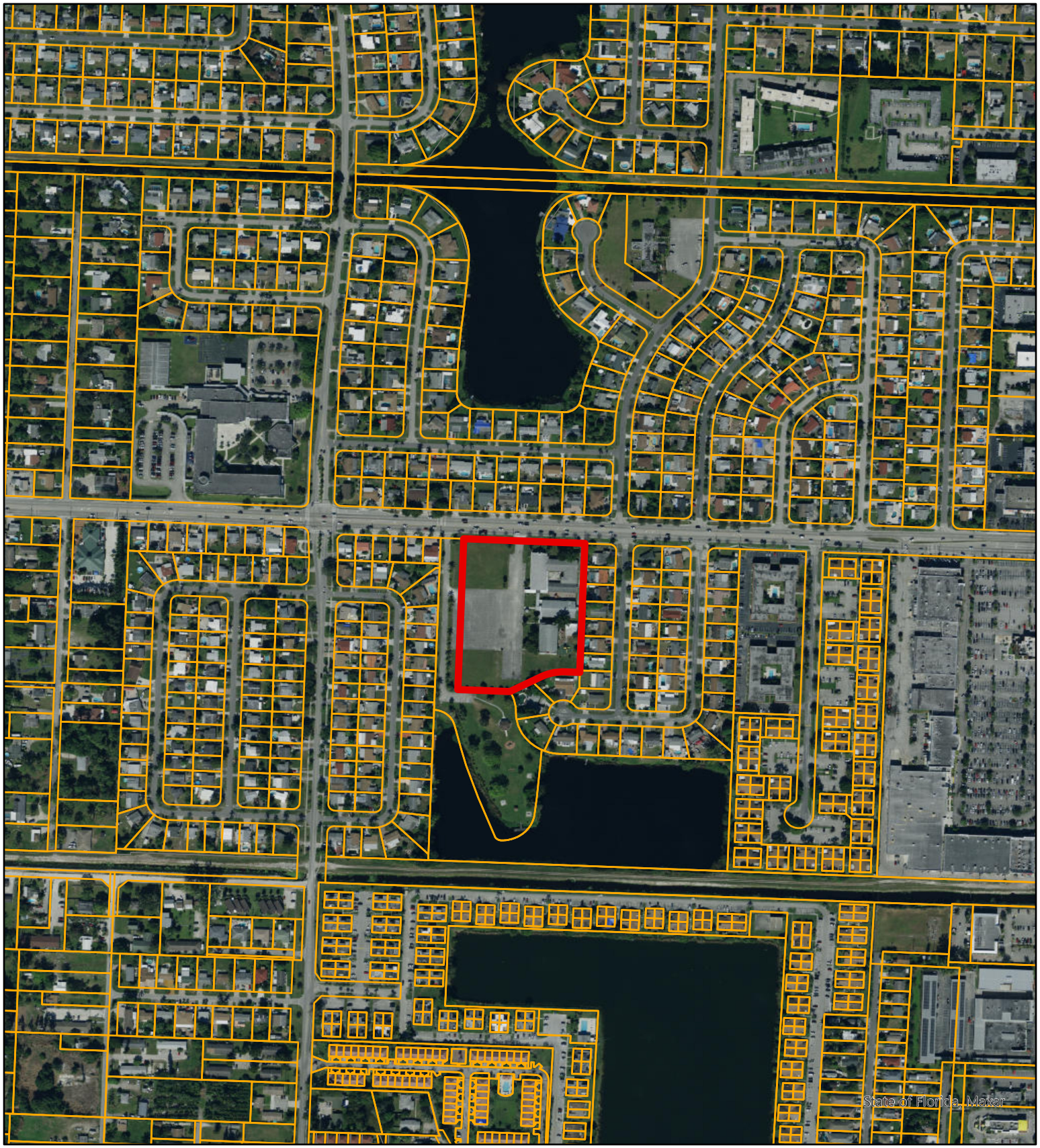
Discussed with Pastor purchasing up to 35’ on church’s western property line moving eastward on property and from church’s southern boundary moving north.

Would that still be possible with their plan?

Would the church be responsible for the installation and maintenance of fencing along property lines?

Village of Palm Springs

3300 10th Avenue North



70-43-44-19-06-001-0010

Village Parcels

0 230 460 920 1,380 1,840 Feet

N

DATE: 12/3/2021

Village of Palm Springs

3300 10th Avenue North



70-43-44-19-06-001-0010

Village Parcels

0 200 400 800 1,200 1,600 Feet

N

DATE: 12/3/2021

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 o December 14, 2021 and January 13, 2022 in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, to consider Resolution 2022-01

was published in said newspaper in the issue of

December 9, 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 9th day of December, 2021, by Mark J Easton, who is known to me.

Notary Public, State of Florida at Large

DEBRA J. SNODGRASS
MY COMMISSION # HH138425
EXPIRES: September 18, 2025

Legal Notice No. 39596

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Tuesday, December 14, 2021, at 6:30 p.m. by the Planning & Zoning Board
Thursday, January 13, 2022, 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:

RESOLUTION NO. 2022-01

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, A SITE DEVELOPMENT PLAN AMENDMENT, (SPR22-01) AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE22-01) TO ALLOW THE REESTABLISHMENT OF THE SCHOOL USE WITHIN 5,073 SQUARE FEET OF THE EXISTING EDUCATIONAL BUILDING OF PALM SPRINGS BAPTIST CHURCH, INC., LOCATED AT 3300 10TH AVENUE NORTH AND PROVIDING FOR AN EFFECTIVE DATE.

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) 584-8200 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
December 9, 2021

Village of Palm Springs

Executive Brief

AGENDA DATE: January 13, 2022

DEPARTMENT: Finance

ITEM 10.3: Ordinance No. 2022-01 - Village Code Amendment - Chapter 58 - Purchasing Code (*First Reading*)

SUMMARY:

The Finance Department is requesting an amendment to the Village Code of Ordinances Chapter 58 - Purchasing Code. The primary changes proposed are to the purchasing thresholds, competitive selection requirements and the assignation of a Procurement Official:

- **Section 58-4 (b)**
  - Increase the Department Head's purchasing authority from $5,000 to $7,500
  - Increase the amount requiring three (3) quotes from $3,000 to $5,000
- **Section 58-4 (c)**
  - Increases the Village Manager's purchasing authority from $25,000 to $35,000.
- **Section 58-4 (d)**
  - Increases the amount requiring competitive selection from $25,000 to $35,000.
  - The cost of goods and services has increased dramatically. Increasing the thresholds enables Village staff to continue efficient operations.
- **Section 58-5**
  - Competitive selection purchase requirements have changed to recognize the new $35,000 threshold
  - The language has changed to add the newly created Procurement Official position in place of the CFO.

The proposed ordinance was prepared by the Village Clerk and reviewed by the Village Attorney, Assistant Village Manager and Finance Director.

FISCAL IMPACT:

The intent of the proposed changes to the Purchasing Code is to recognize the addition of a procurement official and to increase the purchasing thresholds to enable a more efficient and effective purchasing process. The fiscal impact is not measurable in dollars and cents but will

be a cost saving in time and efficient use of staff resources.

ATTACHMENTS:

Proposed Ordinance No. 2022-01 Amendment to Chapter 58 - Purchasing Code

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 58 "PURCHASING CODE", SECTION 58-1 "PURPOSE AND APPLICATION" TO APPOINT A PROCUREMENT OFFICIAL; SECTION 58-2 "EXEMPT PURCHASES" TO MODIFY THE LIST OF EXEMPT PURCHASES; AMENDING SECTION 58-3 "PROFESSIONAL SERVICES"; AMENDING SECTION 58-4 "PURCHASING THRESHOLDS"; AMENDING SECTION 58-5 "COMPETITIVE SELECTION PURCHASE REQUIREMENTS" TO DETERMINE THE REQUIRED CRITERIA TO FOLLOW; PROVIDING FOR CODIFICATION; AMENDING SECTION 58-6 PURCHASING PROTESTS; AMENDING SECTION 58-13 " VENDOR QUALIFICATIONS/SELECTIONS"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, this proposed ordinance modifies the Purchasing Code by adding certain exemptions and to clarify when a purchase order may be required; and

WHEREAS, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety, and general welfare of the Village to adopt this ordinance.

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 58 "Purchasing Code", Section 58-1 "Purpose and application" is hereby amended as follows:

Sec. 58-1. - Purpose and application.

The purpose of this Purchasing Code is to provide a uniform means of acquiring goods and services (including construction materials and labor) in a manner that protects the interests of taxpayers, encourages competition, ensures that qualified vendors have access to the municipal market on a fair and equitable basis and provides purchasing guidance to all village personnel.

This Purchasing Code applies to all purchases utilizing village funds regardless of the source of those funds. No Village employee appointed official or elected official may purchase or commit to purchase goods and/or services unless specifically authorized to do so by the Village's Code of Ordinances including the required authorizations, funding and purchasing/finance documents. Payment for any unauthorized purchase may be the responsibility of the person placing the order.

For the purposes of this Purchasing Code, the term "goods" and/or "services" shall include, but not be limited to, construction materials and/or construction labor unless specifically stated otherwise.

The Village Manager shall appoint a Procurement Official. The Procurement Official, regardless of title, shall carry out the responsibilities assigned by this code and administrative policy.

Sec. 58-2. - Exempt purchases.

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

(1) ~~Utilities —~~Regulated services: Water, sewer, electricity, telephone, natural gas, solid waste disposal, ~~fees, and any other utility service where competition is not available~~ or similar services where rates or prices are fixed by legislation or by federal, state, county, or municipal regulations.

(2) Postage and postage meter permits.

(3) Recording fees.

(4) Pension benefits payments.

(5) Debt service payments.

(6) Unemployment compensation.

(7) Tax withholding payments (FICA, Medicare, federal tax withholding).

(8) Payroll deduction liability payments-including but not limited to-voluntary insurance policies, credit union deductions, Section 457 (deferred compensation) contributions, Roth IRA contributions, union dues, flex medical and flex dependent contributions, and garnishments (IRS, child support, court orders).

(9) Pension plan contributions.

(10) Memberships, dues, subscriptions, publications.

(11) Advertisements for legal, promotional, or informative matters.

(12) Abstracts of titles or appraisals for real property.

(13) ~~Court reporting services.~~ Legal Services and all services directly related to the provision of same, i.e., court reporters and expert witnesses.

(14) ~~Expert witnesses~~. (Reserved)

(15) Bank analysis fees.

(16) Merchant fees (credit card processing charges).

(17) Job related seminars, training and related travel, accommodations, and per diem expenses.

(18) Tuition reimbursements in accordance with village employment regulations.

(19) Safety shoe reimbursements.

(20) Vehicle tag, title, and registration fees.

(21) Proprietary software applications and/or the related maintenance or service agreements.

(22) Entertainment and entertainment-related services for city-sponsored events (i.e., special events, holiday celebrations, etc.).

(23) Authorized payment of donations or scholarships.

(24) Decorating contest awards.

(25) Payments to recreational contractual services such as umpires, referees, ~~and~~ assignor fees, and recreational programs provided by independent contractors.

(26) Payments to service providers needed to maintain village operations such as plumbers, electricians, temporary employment services, computer consultants or air conditioning repair services (this does not include the replacement of capital equipment).

(27) Goods ~~and/~~or services provided by governmental agencies, other public entities, universities and colleges or political subdivisions.

(28) Services required by proprietary ownership such as FPL, FEC and CSX and original equipment manufacturers (OEMs).

(29) Payments for casualty and property insurance after approval of contract by Village Council.

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

(31) Petty cash reimbursements.

(32) ~~Payments made for travel and accommodations~~. Lobbying services not exceeding $35,000.00.

(33) Professional services as described below.

(34) Educational or academic programs.

(35) Artistic services (i.e., summer camp, etc.).

Sec. 58-3. - Professional services.

(a) *Architectural, engineering, landscape architectural, surveying, mapping services and design-build projects*. The purchase of these types of services shall comply with the requirements of F.S. § 287.055, also known as the Consultants Competitive Negotiations Act (CCNA), as amended.

(b) *Auditor services*. The purchasing of independent auditing services shall comply with all the requirements of F.S. § 218.39, as amended.

(c) *Legal services*. The Village may select an attorney or legal firm to provide legal services to the Village as needed without competitive selection provided the contract with the attorney or law firm is approved by the council.

(d) *Consulting services*. The Village Manager may select a consultant with a distinctive field of expertise without competitive selection for services which are not anticipated to exceed $~~10,000.00~~ 15,000.00. The Village Council may select a consultant with a distinctive field of expertise without competitive selection for services which are anticipated to exceed $~~10,000.00~~ 15,000.00.

(e) *Construction Management or Program Management services.* The purchase of Construction Management or Program Management services shall comply with all the requirements of F.S. 255.103 as amended.

Sec. 58-4. - Purchasing thresholds.

(a) *Capital asset expenditures.* Capital assets are items costing $5,000.00 or more with an expected life of one year or more. Notwithstanding any other requirements,

exceptions, exemptions or limitations on purchases, each item purchased within the capital outlay expenditure category, including, but not limited to, land, buildings, improvements other than buildings, machinery and equipment, and software, shall require a ~~written approval method as set forth by the village manager~~ purchase order and must be budgeted or have a budget transfer completed before a purchase order shall be issued.

(b) *Purchases less than ~~$5,000.00~~7,500.00.* A department director has the authority to purchase goods and/or services which are less than ~~$5,000.00~~ 7,500.00 for a single purchase, subject to a valid, current appropriation for the item(s) to be purchased. Payment for the goods and/or services shall be made using a village ~~check request form~~ Purchasing Card or by other methods approved by the Village Manager. Whenever possible the department director making the purchase request should have obtained three written price quotations for purchases expected to exceed ~~$3,000.00~~ 5,000.00, before proceeding with the approval process. These quotes or the attempt to obtain three quotes will be documented and attached to the approval authorization.

(c) *Purchases ~~greater than $5,000.00 and~~ of $7,500.00 up to ~~$25,000.00~~ 35,000.00.* A department director has the authority to purchase goods and/or services which are ~~greater than $5,000.00~~ $7,500.00 ~~and~~ up to ~~$25,000.00~~ 35,000.00 for a single purchase subject to a valid, current appropriation, provided that the department director also has the written authorization of the Village Manager. Whenever possible the department director making the purchase request should have obtained three written price quotations before proceeding with the approval process. These quotes or the attempt to obtain three quotes will be documented and attached to the approval authorization.

(d) *Purchases of more than ~~$25,000.00~~ 35,000.00.* Purchases of more than ~~$25,000.00~~ 35,000.00 (except for exempt purchases as detailed in this Purchasing Code) will follow the competitive selection purchase requirements detailed below.

Sec. 58-5. - Competitive selection purchase requirements.

The following ~~competitive selection purchase~~ requirements shall be ~~used~~ followed for ~~all~~ purchases ~~of~~ when competitive selection ~~purchases~~ are required:

(1) *Invitation to bid*.

a. *Conditions for use*. An invitation to bid document may be used when:

1. The proposed purchasing is anticipated to exceed ~~$25,000.00~~ 35,000.00;

2. Precise specifications of the needed good ~~and/~~or scope of service are known and can be described in the invitation to bid;

3. An adequate number of vendors appear to exist; and,

4. The Village Manager and ~~CFO~~ Procurement Official determine that the invitation to bid process is in the Village's best interest.

b. *Content of invitation to bid document; selection procedure; and award.* The user department will work together with the ~~finance department~~ Procurement Official to establish the contents of the invitation to bid. ~~The selection procedure for the invitation to bid shall also be established by the user department in conjunction with the finance department.~~ Vendors are asked to submit qualifying licenses, references and manufacturer's certifications which are used to determine whether the bidder is responsible. Responsive, responsible bidders are compared solely based on price. The Council shall award the ~~invitation to~~ bid consistent with the terms of the invitation to bid document.

(2) *Requests for proposals (RFP), request for qualifications (RFQ, and invitations to negotiate (ITN)*.

a. *Conditions for use*. Requests for proposals (RFP),request for qualifications (RFQ), and invitations to negotiate (ITN) may be used when:

1. The proposed purchasing is anticipated to exceed $~~25,000.00~~ 35,000.00;

2. The specifications or scope of work may not be clearly defined. Therefore, the use of an invitation to bid is not applicable or practicable as determined by the Village Manager and ~~CFO~~ Procurement Official; and,

3. Experience and knowledge are the key concerns of award.

b. The user department in conjunction with the ~~finance department~~ Procurement Official shall establish the contents of the RFP, RFQ, or ITN, including clear evaluation criteria. Such criteria may include technical capability and the approach for meeting the specifications, competitiveness of pricing or best value, and managerial and staffing capability, including experience and past performance. The selection procedure ~~will be established by the user department working together with the finance department~~ may include creation of an evaluation committee to review and rank the responses. The Council shall award the RFP, RFQ, or ITN consistent with the terms of the RFP, RFQ, or ITN (as applicable).

(3) ~~*Other competitive selection procedures*. For purchases which are anticipated to exceed $25,000.00, the user department may use other competitive selection procedures determined to be in the village's best interest. Such methods may include, but are not limited to, request for qualifications; request for quotes;~~

~~request for information; invitation to participate; and request for letters of interest.~~ (Reserved)

(4) *Reservation of Village's rights.* In all competitive selection purchases, the Village reserves the following rights:

a. Rejection of bids, proposals, or other responses. If the Village Manager determines that it is in the best interests of the Village to do so, the Village Manager may reject any or all bids, proposals or other responses requested in whole or in part. Bids, proposals, or other responses requested that are submitted after the due date and time will be disqualified from further consideration.

b. Waiver of irregularities. The Village Manager shall have the authority to waive all nonmaterial irregularities on any and all bids, proposals or other responses requested. Nonmaterial irregularities are those irregularities which do not substantially affect price and/or competition.

c. An invitation to bid, RFP, ITN or other competitive selection procedure utilized by the Village may be canceled by the Village Manager, in whole or in part, when it is in the best interests of the Village.

d. All costs and fees, including reasonable attorney's fees, incurred by any party in preparing and responding to an invitation to bid, RFP, ITN or other competitive selection procedure used by the Village are the sole responsibility of the responding party including any and all costs and fees, including reasonable attorney's fees, related to a protest.

(5) *Cone of silence*.

a. "Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the Village between:

1. Any entity or person or entity's or person's representative seeking an award from any competitive selection procedure; and

2. Any council member; any member of the selection committee; the Village Manager; or any Village employee authorized to act on behalf of the Village to award or recommend award of a particular purchase.

b. For the purposes of this section, an entity's or person's representative shall include, but not be limited to, the entity's or person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the entity or person.

c. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other requested response to a competitive selection

procedure. The cone of silence applies to any entity or person or any entity's or person's representative who responds to a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the Village and shall remain in effect until such response is either rejected by the Village as applicable or withdrawn by the entity or person or entity's or person's representative. The invitations to bid, RFPs, ITNs or any other competitive selection procedure shall include the notice of the cone of silence and refer to this sub-section.

d. The provisions of this sub-section shall not apply to oral communications at any public proceeding, including pre-bid conferences, presentations before selection committees, authorized contract negotiations, presentations made to the Village Council, and purchasing protests. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee; any dispute resolution process following the filing of a protest between the entity or person filing the protest and any employee; or any written correspondence at any time with any employee, council member, the Village Manager or selection committee member unless specifically prohibited by the applicable competitive selection procedure.

e. The cone of silence shall not apply to any purchasing anticipated to have a total value of ~~$25,000.00~~ 35,000.00 or less.

f. The cone of silence shall terminate at the time the Council, finance department, or Village Manager as applicable, awards or approves a contract, rejects all bids, proposals, or other requested responses, or otherwise takes action which ends the purchasing procedure.

g. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Sec. 58-6. - Purchasing protests.

(a) *Right to protest.* After posting of the recommended awardee, any bidder or proposer who is aggrieved in connection with the recommended award may protest in writing to the ~~finance director~~ Village Clerk. The right to protest is limited to those procurements of goods or services solicited through an invitation for bid, request for proposals or other competitive solicitation procedures. Recommended awards less than the mandatory bid or proposal amount cannot be protested. Notwithstanding the above, the Village Manager may, in his or her sole discretion, include the right to protest in any solicitation process if in the best interests of the Village.

(b) *Notice of protest.* The protest shall be submitted within three (3) business days after posting of the award recommendation. The protest shall be in writing (which includes emails) and shall identify the protestor and the solicitation and shall include a factual

summary of the basis of the protest. Such protest is considered filed when it is received by the Village Clerk. Received means that the protest documents must be delivered to the Village Clerk's office by the cut off time period. Neither the ~~finance director~~ Procurement Official, nor the Special Magistrate shall consider any issue not submitted in writing within the time frame specified for the notice of protest.

(c) *Authority to resolve.* Protests filed in accordance with paragraph (b) hereinabove shall be resolved under the provisions of this section.

(1) The ~~finance director~~ Procurement Official shall have the authority to:

a. Uphold the protest. The protest may be upheld based upon a violation of the provisions of this Purchasing Code or of any other Village ordinance, resolution, policy, or procedure, or upon discovery of an irregularity or procedural flaw that is so severe as to render the process invalid. If the upholding of the protest will result in a change of the recommended awardee, a new recommended award shall be posted in Village hall. If the upholding of the protest will result in a cancellation of the protested solicitation, the ~~finance director~~ Procurement Official may then cancel the solicitation.

b. Deny the protest. If the protest is denied, the protestor has the right to request that the protest be referred to a Special Magistrate as described herein below.

c. Refer the protest directly to Special Magistrate with no determination made by the ~~finance director~~ Procurement Official, in accordance with paragraph (c)(3) herein below.

(2) The ~~finance director~~ Procurement Official shall issue a written statement of the determination within a reasonable period of time. The written statement shall provide the general rationale for said determination and shall be provided to the protestor and to any other party to the protest.

(3) Upon receipt of a denial of the protest, the protestor may request a hearing before the Special Magistrate. The request for a hearing shall be in writing to the Village Clerk and shall be made within three business days of issuance of the ~~finance director~~ Procurement Official's determination. The request for a hearing shall be accompanied by a protest bond of $1,500.00 which shall be remitted only in the form of a money order, a certified check, a cashier's check, or a bank check payable to the Village.

(4) At no time shall a protestor, party, or any other person, contact the Special Magistrate regarding any issue pertaining to or involving the protest. Contact between the Village and the Special Magistrate shall be limited to scheduling and other administrative issues, including the provision, and copying of public records pertinent to the protest.

(d) *Authority of Special Magistrate.* The Special Magistrate, appointed to hear the Village's code enforcement cases, shall also hear bid protests, and shall have the jurisdiction and authority to hear and decide protests.

(1) The Special Magistrate shall make a recommendation as to whether the protest should be upheld or denied.

(2) If the Special Magistrate upholds the protest, the Special Magistrate shall either make a recommendation to cancel the solicitation, or to cancel the award recommendation and post a new award recommendation after re-evaluation based on the Special Magistrate's determination of the facts in the case. In these instances, the Village shall return the protestor's bond to the protester after deducting any out-of-pocket costs incurred by the Village related to the appeal.

(3) If the Special Magistrate denies the protest, the Special Magistrate shall recommend that the Village Manager proceed with the posted award recommendation. In these instances, the protestor's bond shall be forfeited.

(4) The Village Manager may accept the Special Magistrate's recommendation or, if he/she determines the Special Magistrate's recommendation is not in the Village's best interest, the original award recommendation may be referred to the Council for approval. At that time, the Council may accept or reject the recommendation of the Special Magistrate.

(e) *Stay of procurement during protests.* Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the Village Manager shall stay the award of the contract unless he/she, with the advice of the Village Attorney and after consultation with the applicable department head, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the Village.

Sec. 58-7. - Single source purchases.

Upon receipt of justification from the user department and/or the proposed single source, the ~~finance department~~ Procurement Official may select a single source without competition if, after conducting a search for available sources, the ~~finance department~~ Procurement Official together with the user department determine that only a single source is practicable or for other reasons single source is in the best interest of the Village. Upon determination of a single source, contract negotiations shall commence with the single source. If contract terms are agreed upon and the single source purchasing is anticipated to have a total value of ~~$25,000.00~~ 35,000.00 or less, a contract between the Village and the single source may be approved and executed by the Village Manager. If contract terms are agreed upon and the single source purchase is anticipated to have a total value of more than ~~$25,000.00~~ 35,000.00, the Council must approve the contract between the Village and the single source.

Sec. 58-8. - Cooperative purchasing.

The Village may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for purchasing. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between government entities. Purchases through a cooperative purchasing agreement are exempt from the competitive selection purchase requirements set forth in this Purchasing Code. The Council must approve all Village purchases from a cooperative purchasing agreement which are anticipated to have a total value of more than ~~$25,000.00~~ 35,000.00.

Sec. 58-9. - Accessing contracts of other government agencies.

The Village may award a contract by piggybacking or accessing the goods and/or services from any state contract; contracts of any Florida political subdivision; or from any other governmental entity ~~(other than the federal government)~~; provided that the same or substantially similar goods and/or services were competitively solicited.

Before any purchase controlled by this section can be made, vendors shall comply with all Village requirements (see section on vendor qualifications/selection). A copy of the contract and/or award documents shall be obtained from the applicable government agency. If these documents are not available, copies of specific pages with information on the contract (or bid) number and its expiration date, terms and conditions, the goods and/or services description and unit pricing, warranty period, and other pertinent information shall be obtained. When accessing another governmental agency's contract, the user department must be careful to review the terms and condition of that contract, noting that vendors can provide goods and/or services only in those categories in which they were awarded on the competitively solicited proposal or bid.

The Village Manager must approve all Village purchases from government agency contracts which are anticipated to have a total value of up to ~~$25,000.00~~ 35,000.00. The Council must approve all Village purchases from government agency contracts which are anticipated to have a total value of more than ~~$25,000.00~~ 35,000.00.

Sec. 58-10. - Village standard.

Where the Village has determined that a particular style, brand, make, or model is the only type that meets the Village’s requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the Village, the Village may acquire or contract for such goods without utilizing the competitive selection purchase requirements. Excluding Exempt Purchases listed in Sec.58-2, Village standard acquisitions where the expenditure by the Village (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than~~$25,000.00~~ 35,000.00, shall be subject to approval by the Village Council.

Sec. 58-11. - Best interest acquisitions.

The Village may acquire or contract for non-real property, goods, or services without utilizing the competitive selection purchase requirements where the Village Council declares by at least a four-fifths affirmative vote that the competitive selection process is not in the best interest of the Village. The Village Council shall make specific factual findings that support its determination, and such contracts shall be placed on the regular Village Council agenda. This provision may not be used to contract for goods or services which such contract would exceed the limits set forth in F.S. §§ 287.055 or 255.20, as amended.

Sec. 58-12. - Emergency purchases.

Emergency purchases or repairs include, but are not limited to, broken water or sewer lines, water treatment plant equipment and hurricane or other disaster preparation or recovery. Emergency purchases may be made without following the required competitive selection purchase requirements set forth in this Purchasing Code; provided that prior to any department director authorizing an emergency purchase, the director has obtained oral or written approval from the Village Manager and provided a written explanation of the emergency to the Village Manager as early as possible, but not later than 24 hours after the purchase with a copy provided to the finance department. Council approval or ratification shall be required at the next available regular or special meeting when the amount of the emergency purchase exceeds either ~~$25,000.00~~ 35,000.00 or the emergency purchasing authority of the Village Manager as set forth below.

Upon a declaration of a state of emergency by the Village Council or governor of the state the Village Manager shall have authority to contract up to a total of ~~$50,000.00~~ 75,000.00 for goods and services without Village Council approval and up to a total of ~~$75,000.00~~ 100,000.00 if a quorum of the Village Council is not available for a meeting within a 24-hour period of the emergency. All bidding requirements may be suspended, upon approval by the Village Manager, who shall still attempt to obtain quotes and proposals either verbally or in writing for comparative pricing.

Sec. 58-13. - Vendor qualifications/selection.

(a) *Opportunity to participate.* The policy of the Village is to afford all businesses an opportunity for participation in the Village's purchasing processes and to prohibit discrimination by the Village or its vendors. The Village will take all necessary, reasonable, and legal action to prevent discrimination in its purchasing process, to afford all businesses, including local and small businesses, the maximum opportunity to participate in the Village purchasing processes.

(b) *Vendor list, form W-9 required.* All Village vendors must complete and submit a W-9 to the Village ~~in order~~ to be qualified for purchases by the Village and added

to the Village's vendor list. Vendors will be added to the Village's vendor list after selection by the Village as a provider of goods and/or services.

(c)*Convicted vendor list.* In accordance with F.S. 287.133, the Village may not accept any bid or proposal from or transact any business with any person or affiliate on the "Convicted vendor list" maintained by the Florida Department of Management Services.

(d) *Scrutinized companies.* In accordance with F.S. 287.135, the Village is prohibited from contracting with certain companies on the State of Florida "Scrutinized companies" list, and subject to restrictions on contracting with certain other "Scrutinized companies".

Sec. 58-14. - Local preference.

The purpose of this section is to serve the public interest by spurring economic development through encouraging businesses to locate and remain in the county, especially the Village. Local preference will be given to local businesses (entity or person) with a physical address within the Village limits; second preference is within the county; and third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. Application of the local preference policy shall be established by the ~~finance department~~ Procurement Official and/or in competitive selection documents.

Village staff are strongly encouraged to utilize local businesses for purchases that are anticipated to have a total value of less than ~~$25,00.00~~ $35,000.00 and for purchases made on the Village's purchasing card.

However, in accordance with F.S. § 255.0991, as amended from time to time, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, the Village Council may not apply this local bidder preference.

S**ec. 58-15. – Procurements using federal funds.**

Whenever goods or services are purchased using federal funds, regardless of whether the Village is a direct recipient or a subrecipient of such funds, the same policies and procedures shall be followed as for procurements with non-federal funds. In addition, however, procurements with federal funds shall also comply with all the requirements of CFR 200.318 through 200.327. In the event of any conflict between Village policies and procedures and the requirements of CFR 200.318 through 200.327, the CFR requirements shall prevail.

Sec. 58-~~15~~16. - Finance department responsibilities.

The finance department serves as the purchasing gateway to provide assistance and technical expertise in purchasing procedures and to ascertain that Village personnel

understand and comply with established budgetary, purchasing and accounting procedures.

The finance department shall be responsible for the procurement of goods and/or services in accordance with this Purchasing Code. All Village personnel have the responsibility to know this Purchasing Code and ensure compliance with all regulations of this Purchasing Code and finance department procedures.

The finance department shall establish procedures, authorizations and forms as may be necessary to implement this Purchasing Code and comply with applicable law, as amended from time to time.

The finance department shall have the authority to suspend or debar a person from participation in purchasing for the Village and shall establish a policy for such suspension or debarment. All suspensions or debarments shall be afforded with appeal rights to the Village Manager.

Sec. 58-~~16~~17. - Unauthorized purchases.

An unauthorized purchase occurs when a Village employee or official orders, purchases or attempts to purchase any goods and/or services without abiding by the regulations contained in this Purchasing Code and finance department purchasing procedures.

This includes but is not limited to:

(1) Separating purchases to avoid the need for Council and/or Village Manager approval, or to avoid the competitive selection process.

(2) Committing the Village to a purchase before receiving the authorized purchasing documentation (executed purchase order and/or contract) and if necessary, Council approval.

Payment for any unauthorized purchase may be the responsibility of the person placing the order.

Sec. 58-~~17~~18. - Contracting authority in general.

(a) The Village may execute a purchasing contract/purchase order with any person or entity selected in accordance with this Purchasing Code.

(b) No Village contract, or any contract change order, may be enforced against the Village unless the contract or change order is in writing, and duly executed by the Village in accordance with this Purchasing Code.

(c) *Contract change orders.* Every contract amendment, addendum, modification, change order, or contract price or term adjustment ("change order") shall be subject to prior approval by the Village Manager or Council as follows:

(1) The Village Manager may approve a change order if the cumulative change order amount does not exceed ~~$25,000.00~~ 35,000.00 and there is no change in the scope of work or time for completion; provided that, the change order amount is available to the user department. Once the cumulative change order amount exceeds the Village Manager approval threshold as stated herein, all future change order(s) must be approved by the Council.

(2) Council approval of a change order is required if the cumulative amount of the change order (including any prior change order(s) approved by the Village Manager) is more than ~~$25,000.00~~ 35,000.00 over the approved contract award value.

(3) Any change order that will require a formal budget amendment or budget transfer may not be approved until the budget amendment/transfer has been approved by the Council.

Sec. 58-~~18~~19. - Authorization to dispose of surplus goods

(1) No user department shall transfer, sell, trade-in, or otherwise dispose of goods owned by the Village without written authorization of the finance department. Disposal of capital assets require the approval of the Village Manager.

(2) User departments shall notify the finance department of all excess goods in writing on such forms and at such times as the finance department may prescribe.

(3) Insofar as is feasible and practical, the finance department shall transfer excess goods to other Village departments.

(4) Surplus goods shall be offered to the public or other persons or entities through public auction, established markets, posted prices or other appropriate methods as approved by the finance department in the best interests of the Village. Surplus goods may be offered by donation to other governmental entities or to private nonprofit agencies. It is recognized, however, that some types and classes of goods may be sold or disposed of more readily and advantageously by other procedures, including barter. In such cases, the finance department may employ such other means, including appraisal, provided the finance department makes a written determination that such procedure is advantageous to the Village.

Sec. 58-~~19~~20. - Enforcement of Purchasing Code.

(a) *Non-criminal violations*. A non-criminal violation is one in which there is no apparent intent to avoid or fail to comply with this Purchasing Code. All Village employees are subject to discipline as provided in the Village's employment regulations for non-criminal violations of this Purchasing Code.

(b) *Criminal violations*. A criminal violation is one in which there ~~is~~ appears to be an intentional violation of this Purchasing Code resulting in, attempting to result in, or conspiring to result in significant loss to the Village, having a monetary value of more than $100.00, or the commission of any other federal or state crime relating to purchases or acquisitions by employees, department directors, Village Manager or Village elected officials. Such person may be charged with an appropriate misdemeanor or felony, and in addition may be disciplined as provided in the Village's employment regulations. If a violation requires further investigation to determine if it is criminal in nature or to determine probable cause, ~~a private investigator, the police chief (if not involved), the county sheriff, the Florida Department of Law Enforcement (FDLE) or the Federal Bureau of Investigation (FBI)~~ the Palm Beach County Office of Inspector General may be requested by the Village Manager (if not involved) to investigate the violation, and make a report to the Village Manager and/or Council stating whether the violation ~~should be~~ is being referred to the appropriate law enforcement or prosecutorial agency for filing as a criminal matter.

Section 3. Codification. The sections of the ordinance shall be made a part of the Village Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section orpart thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void, or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediatelyupon 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
BEV SMITH, MAYOR	☐	☐	☐
GARY READY, VICE MAYOR	☐	☐	☐
DOUG GUNTHER, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of

_____, 2022.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
BEV 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